

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

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

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

PAYMENT SCHEDULE

Year 1

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

Notes

- 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

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements

Website Assessment:

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

Organizational Overview Inventory/Survey:

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

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.

Deliverables

- ⦿ Summary assessment sheet
- ⦿ Organization Survey
- ⦿ Website design specification sheet (graphic design and information / navigation design)

Phase 2: Design and Build phase

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.

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.

Deliverables

- ⦿ Design concepts
- ⦿ Finalized design (Photoshop PSD)
- ⦿ Functional beta website with approved design
- ⦿ Content migration

Phase 3: Migrate Content

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.

Deliverables

- ⦿ Content creation and migration
- ⦿ Departmental content 'signoff'

Phase 4: Staff Training

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.

Deliverables

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

Phase 5: Testing

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.

Deliverables

- ⦿ Completing Testing Checklists
- ⦿ Site acceptance by client

Go Live ★

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.

Deliverables

- ⦿ 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 offer 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.

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: Brian Gilday

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____

ARTICLES OF MERGER

(Profit Corporations)

The following articles of merger are submitted in accordance with the Florida Business Corporation Act, pursuant to section 607.1101, 607.1104 and 607.1105, Florida Statutes.

First: The name and jurisdiction of the surviving corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
Municipal Code Corporation	Florida	164625

Second: The name and jurisdiction of each merging corporation:

<u>Name</u>	<u>Jurisdiction</u>	<u>Document Number</u>
AHA Consulting, Inc.	Oregon	523309-91

Third: The Plan of Merger is attached.

Fourth: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

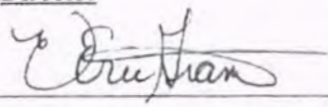
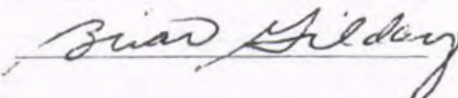
Fifth: Adoption of Merger by surviving corporation.

The Plan of Merger was adopted by the board of directors of the surviving corporation (Municipal Code Corporation) on October 23, 2017 and shareholder approval was not required.

Sixth: Adoption of Merger by merging corporation(s).

The Plan of Merger was adopted by the board of directors of the merging corporation (Aha Consulting, Inc.) on October 23, 2017 and shareholder approval was not required.

Seventh: SIGNATURES FOR EACH CORPORATION

<u>Name of Corporation</u>	<u>Signature of an Officer or Director</u>	<u>Typed or Printed Name of Individual & Title</u>
Municipal Code Corporation		Eric Grant, President
Aha Consulting, Inc.		Brian Gilday, President

AGREEMENT

Between

CITY OF GREENACRES

And

AHA CONSULTING, INC

For

Website Design, Development and Implementation RFP NO. 17-001

This is an Agreement between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY"), through its City Council;

AND

AHA CONSULTING, INC. successors and assigns, (hereinafter "CONTRACTOR"). This Agreement is dated September 8, 2016.

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE I **SCOPE OF WORK**

CONTRACTOR agrees to provide design, develop and implement a non-proprietary, open source City Website as identified in City of Greenacres' RFP No. 17-001, titled Website Design, Development and Implementation (hereinafter "RFP Documents"), and CONTRACTOR'S proposal response dated July 12, 2016 attached hereto as Exhibit "A" (hereinafter "RFP") and by this reference made a part hereof.

CONTRACTOR further agrees to design, develop and implement a private section of the City Website to be used as an intranet for City Staff.

ARTICLE II **TERM**

The term of this Agreement shall be for one (1) year beginning on September 8, 2016. In accordance with RFP No. 17-001, at the end of the one (1) year period, this Agreement may be extended for up to four (4) additional one (1) year terms upon mutual written consent of the parties.

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

In consideration of the services to be performed by CONTRACTOR for the CITY as set forth in Article I, the CITY agrees to pay CONTRACTOR the sum of thirty-two thousand and three hundred dollars (\$32,300.00) per CONTRACTOR'S Proposal submitted on July 12, 2016 after satisfactory competition of the project.

CITY shall issue a purchase order for the Website Design, Development and Implementation, referencing RFP No. 17-001 and this Agreement as authority. This purchase order shall provide the CONTRACTOR the authority to proceed with the work as enumerated in RFP No. 17-001. Upon satisfactory completion of the project, the CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the price contained in the purchase order, and the amount proposed by the CONTRACTOR in its proposal to CITY RFP No. 17-001. CITY shall pay the correctly submitted invoice within thirty (30) calendar days of receipt of such invoice.

CONTRACTOR acknowledges and agrees that annual maintenance and support pricing has been established as follows;

Description	Total Yearly Cost
Cost of Annual Maintenance and Support after initial year (Year 2).	\$4,800.00
Cost of Annual Maintenance and Support (Year 3).	\$4,800.00
Cost of Annual Maintenance and Support (Year 4).	\$4,800.00
Cost of Annual Maintenance and Support (Year 5).	\$5,040.00

Annual maintenance and support for the first year is included in the initial design, development and implementation cost and shall begin after satisfactory completion of the project.

ARTICLE IV
CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall provide a Website Design, Development and Implementation based upon the specifications set forth in CITY'S RFP and CONTRACTOR'S technical proposal dated July 12, 2016 submitted in response to CITY'S RFP.

ARTICLE V
MODIFICATION OF AGREEMENT TERMS

The terms of this Agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent Agreement periods, or for such other purposes as shall become necessary during the conduct of the Agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 TERMINATION

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by CITY, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or
2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article III for all services rendered through the date of termination. All CITY artwork, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

6.3 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of CITY.

6.5 INDEMNIFICATION OF CITY

6.5.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.

6.5.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.

6.5.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

6.6 INSURANCE

- 6.6.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, insurance, to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Professional Liability Insurance with minimum coverage of at least one million dollars (\$1,000,000.00).

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY as an additional insured under the Product Liability Insurance Policy or certificate.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 6.6.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

- 6.6.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be named as additional insured with CONTRACTOR liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

6.6.4 Professional Liability Insurance with minimum limits of one million dollars (\$1,000,000.00).

6.6.5 CONTRACTOR shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.6.6 CONTRACTOR hereby acknowledges and agrees that any and all risk of loss regarding the goods and services purchased hereunder shall be solely borne by CONTRACTOR until delivery and acceptance by CITY of the goods and services.

6.7 PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

6.7.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

6.7.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated in Paragraph 6.6 herein.

6.8 LAWS AND REGULATIONS

It is further understood by the parties that CONTRACTOR will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws.

6.9 CONTRACT COORDINATOR

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be Monica Powery, Purchasing Administrator.

6.10 NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.11 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.12 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.13 AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

6.14 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.15 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.16 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:

BRIAN GILDAY, PRESIDENT
AHA CONSULTING, INC.
P.O. BOX 2235
TALLAHASSEE, FL 32316

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 22nd day of September, 2016.

CITY OF GREENACRES,
A municipal corporation of the State of
Florida

By: Andrea McCue
Andrea McCue, City Manager

By: James McInnis
James McInnis, Acting Finance Director

Attest: Joanna Cunningham
Joanna Cunningham, City Clerk



ENDORSED AS TO FORM & LEGALITY:

James D. Stokes
James D. Stokes, City Attorney

(CORPORATE SEAL)



WITNESSES:

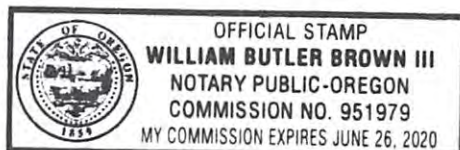
[Signature]
[Signature]

FIRM:

BY: Brian Gilday
Signature
BRIAN GILDAY
Typed Name
PRESIDENT
Title

SWORN TO and SUBSCRIBED before me this 14th day of September, 2016.

(Seal)



William Butler Brown III
Notary Public
June 26, 2020
Commission Expiration

EXHIBIT A



Exhibit A

Greenacres Florida

Response to RFP No 17-001:
Website Design, Development, & Implementation

Aha Consulting, Inc.
415 North State Street #138
Lake Oswego, OR 97034
www.ahaconsulting.com

Contact: Brian Gilday
brian.gilday@ahaconsulting.com
Phone: 503-675-5121
Fax: 888-475-3753

Letter of Transmittal

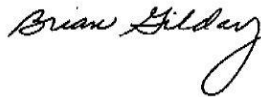
June 28, 2016

City of Greenacres
Purchasing Office, City Hall
5800 Melaleuca Lane
Greenacres, Florida 33463

Dear Selection Team:

Thank you for the opportunity to deliver a proposal for your website redesign project. We appreciate the opportunity to share our proposed plan for creating a solution that will enable you to deliver a highly-effective, long-term web solution for your residents, businesses, visitors, and staff. This proposal is valid for 90 days.

Sincerely,

A handwritten signature in black ink that reads "Brian Gilday". The signature is fluid and cursive, with the first name "Brian" and last name "Gilday" clearly legible.

Brian Gilday

Aha Consulting, Inc.
415 North State Street
Suite 138
Lake Oswego, OR 97034
Telephone: 503-675-4121
Email: brian.gilday@ahaconsulting.com

The aHa! – Municode Difference

Simplicity and ease-of-use!

Simplicity and ease-of-use are bedrock principles for how we approach website design. Once we have an opportunity to demonstrate our solution, you will discover that Aha websites are:

- ✓ **Simpler for citizens**
 - We have created a way for you to create a page once and have it automatically show up in several places on the website. Citizens do not understand how local governments are organized, so we make it easy to find what they want quickly without a need to know which department is responsible.
- ✓ **Easier for staff**
 - We look forward to showing you how our websites are the easiest in the industry for staff to create and edit pages. Our template-driven approach makes it super easy for non-technical staff to quickly and efficiently post content.
- ✓ **Feature-rich**
 - municodeWEB provides a multitude of online features essential to citizen engagement: online calendars, meetings, fillable web forms, email subscriptions, emergency alerts, job postings, bids/rfps, FAQs, online payments, and more

Attention to detail! (Not just a pretty home page)

Having a mobile-friendly, responsive website with a beautiful and professional home page design is extremely important, and we feel that our website designs rank among the best.... but in reality, that is the easy part. What is most important is that your entire site (not just the home page!) works and functions like a well-oiled machine. After we create a beautiful, state-of-the-art home page design, we will ensure that the design flows to your inner site pages as well. We spend a great deal of time to ensure that the many features provided with our municodeWEB CMS are well-integrated into your unique design.

Fanatical customer support! (99% customer retention rate)

There is a reason why our customers stick with us for the long-term. We have a great solution, we take care of our customers, and we are committed to a long-term relationship. When you pick up the phone and call, we answer! When you send an email asking for help, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. We would very much like to work with Greenacres to create a site that improves your image and profile, promotes transparency and citizen self-service, and empowers staff with simple-to-use tools.

Qualifications and References

Company Profile

Aha Consulting, Inc. was founded in 2008 and specializes in providing best-in-class, citizen-friendly website design and hosting services to local government agencies. Aha empowers staff by making it easy to share information via the web. After achieving great success in its first eight years Aha joined forces as a division of Municode Corporation in 2016 with the goal of providing an even greater level of integrated online services to citizens. We have zero debt and have achieved profitability each year in business. We have developed a municipal web CMS solution that has features and functionality previously available to only the largest of private enterprises. We now bring that experience to local government agencies large and small. Aha 'gets' municipalities and we get the web. We are customer-service focused. We will provide a stunning website that is easy-to-use, feature-rich, and will make you and your citizens proud.

Project Team

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

Brian - Project Sponsor / User Experience

Brian is an information technology expert, former U.S. Naval Officer, and former Big 5 consultant with Deloitte Consulting. He holds a BS in Computer Science with distinction from the United States Naval Academy (Annapolis, MD) and an MS in Computer Information Systems from Boston University. Brian has also served as an Associate Professor at MIT and Boston University. Brian has a knack for staying cool under pressure, insulating teams from distraction, and staying focused on achieving the end goal.

Dave – Project Lead / 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 – Content Migration and Customer Support Lead

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 - Lead Developer and QA Analyst

Paul has been working on software systems for years and 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' experience in quality assurance testing, so he will be acting as Aha's lead tester for the engagement.

Drago - Lead Designer

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 Examples of Work



Fruita

www.fruita.org

Mike Bennett, City Manager
970-858-3663 mbennett@fruita.org



McMinnville

www.mcminnvilleoregon.gov

Scott Burke, IT Director
503-434-7385 Scott.Burke@mcminnvilleoregon.gov



Kodiak

www.city.kodiak.ak.us

Debra Marlar, City Clerk
907-486-8636 dmarlar@city.kodiak.ak.us



West Linn

www.westlinnoregon.gov

Shane Boyle, IT Manager
503-722-5506 sboyle@westlinnoregon.gov

Additional Sites

<https://www.clark.wa.gov/>, <http://www.cityofvancouver.us>, <http://www.miamisprings-fl.gov>,
<http://www.tualatinoregon.gov>, <http://ci.chehalis.wa.us>, <http://www.evanscolorado.gov>

Proposed Solution

The below list summarizes the municodeWEB CMS base and optional feature set.

1 – Requirements	Base 1-01 Website Analysis 1-02 Requirements/Scope Refinement 1-03 Organization Surveys 1-04 Project Schedule Baseline
2 - Design	Base 2-02 Custom Website Design (Responsive, Mobile-Friendly Design) 2-04 Mega Menu Optional 2-03 Custom Specialty Subsite Designs
3 - Build	Base 3-1 Dynamic Home Page with ability to promote featured articles 3-2 Rotating Banner Images 3-3 Rotating Headline Articles 3-4 Web Page Search (Web Pages, PDFs, and Word Docs) 3-5 Email Subscriptions 3-6 Social Networking Tool Integration (Facebook, Twitter) 3-7 Unlimited Online Web Forms, Permits, Applications, Polls, Surveys 3-8 Emergency Alerts Ticker 3-9 Event Calendar / Upcoming Events 3-10 Sub-calendars for boards, committees, departments 3-11 Meeting agendas and minutes with auto-archiving 3-12 Online Job Postings 3-13 Online Bid/RFP Postings 3-14 Photo Album Slideshows 3-15 Projects Directory with interactive map 3-16 Parks Directory with interactive map 3-18 Forms, Permits, Applications, Key Documents Directory 3-19 Google Maps Integration 3-21 Resource/Document Center 3-22 Image Auto-scaling and resizing 3-23 Site Metrics (Google Analytics) 3-24 Content Scheduling (Publish Today, Unpublish Tomorrow) 3-25 Unlimited User logins 3-26 Unlimited Content 3-27 Word-like WYSIWYG Editor 3-28 Web Page Categories - create a page once, have it show up in multiple places 3-29 RSS Feeds - Inbound and Outbound 3-30 Printer Friendly Pages 3-32 Latest News / Press Releases 3-33 Anti-spam controls 3 - Build 3-34 Content Versioning / Audit Trail / Revert to Previous Version 3-35 ADA / Section 508 Compliance

	3-36 Email Harvesting Protection 3-37 Broken Link Finder 3-38 Dynamic Sitemap 3-39 Support for Windows, Mac, Linux 3-40 Video 3-41 Client owns rights to all data 3-42 Browser and Mobile Device Compatibility 3-44 Department Micro-sites (sites-within-a-site) 3-45 Organization/Staff Directory 3-54 Ordinances and Resolutions 3-55 Citizen Support Center / 311 3-47 Private Staff Only Pages (Intranet – contains all features of Internet site + Active Directory integration) Options 3-53 Custom Feature Development
4 - Migrat	Base 4-01 Content Migration - see project timeline section below for additional details
5 - Train	Base 5-04 Training: On-site 5-02 Training: Web Teleconference 5-01 Training: Videos and User Manuals
6 - Test	Base 6-01 Functional Testing 6-02 Browser Compatibility Testing
7 - Go Live	Base 7-01 Pre Go-Live and Post Go-live Checklists 7-02 Website DNS Changes
8 - Hosting	Base 8-01 Hosting (details below) 8-02 Maintenance and Customer Support (details below)

Project Timeline

The typical project takes from 3 to 6 months. The below high-level timeline is an approximation. We will finalize the schedule once we meet with you:

Phase	Month 1		Month 2		Month 3		Month 4	
Analyze and Confirm Requirements								
Design								
Build								
Migrate Content								
Train								
Test								

Go-Live								★
Hosting and Support								

Analyze and Confirm Requirements

Deliverables	
Website Assessment: Aha will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.	<ul style="list-style-type: none"> • <u>Summary assessment sheet</u>
Organizational Overview Inventory/Survey: Aha will provide an organizational overview document for you to complete as part of this assessment	<ul style="list-style-type: none"> • <u>Organization Survey</u>
Website Design Meeting: Aha will conduct a three-hour design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 8 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.	<ul style="list-style-type: none"> • <u>Website design specification sheet (graphic design and information/navigation design)</u>

Design and Build

Deliverables	
Design Concept Creation and Approval: Aha will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all of 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.	<ul style="list-style-type: none"> • Design concepts • Finalized design (Photoshop PSD)
Website Setup, Configure, and Customization: Aha will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup Aha will finalize any remaining elements to the approved design and navigation.	<ul style="list-style-type: none"> • Fully functional beta website with approved design • Content migration

Train, Migrate, Test, and Go-Live

	Deliverables
Staff Training Aha will provide staff training to train staff on how to use the website. We also provide training videos and user guides. See pricing section for additional details.	<ul style="list-style-type: none"> • On-site training (if applicable) • Web teleconference training (if applicable) • Videos & User guides
Content Finalization and Departmental Acceptance Aha will migrate content as outlined below. Your trained staff will work on finalizing content prior to go-live. They will analyze the pages that Aha has uploaded, create new pages, and make any final page edits before going into acceptance testing. <ul style="list-style-type: none"> - <u>Meeting Agendas and Minutes</u> <ul style="list-style-type: none"> o Client completes an excel template with information regarding each meeting plus corresponding files. Aha will then auto-import that content. o Files must be provided with a standard naming convention to allow for auto parsing of date. (e.g. agenda-20160616.pdf, minutes_061516.pdf, etc.) - <u>Staff/Organization Directory</u> <ul style="list-style-type: none"> o Client completes an excel template with information regarding each directory listing plus corresponding staff photos (if desired). Aha will then auto-import that content. Files must be provided in format specified by the template. - <u>Project Pages</u> <ul style="list-style-type: none"> o Client completes an excel template with information regarding each project. Aha will then auto-import that content. Files must be provided in specified format. - <u>Standard Web Pages</u> <ul style="list-style-type: none"> o We define a standard web page 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/advanced pages, we can provide a custom quote on a per-page basis <p>See pricing section for specific number of included pages.</p>	<ul style="list-style-type: none"> • Content creation and migration • Departmental content 'signoff'
Aha Functional Testing Aha 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.	<ul style="list-style-type: none"> • Completing Testing Checklists
Acceptance Testing staff will review the website for completeness. Aha will have completed functional testing and cross-browser compatibility testing.	<ul style="list-style-type: none"> • Site acceptance by client
Go-Live Prior to go-live we will connect the production version of the new website to a temporary DNS name to ensure proper functionality. We will then make appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.	<ul style="list-style-type: none"> • Accepted Final Live Website

Hosting

Web server: Aha will host the website and ensure adequate bandwidth and performance. The site will reside on an Aha-configured server.

Backup, Disk Space, and Bandwidth: A redundant incremental backup of your website database will be made to our web servers in the Pacific and Eastern Time zones.

Guaranteed Uptime: Aha will guarantee web server uptime of 99.9%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

Indexed Document Search / Facets – included if using the built-in CMS search.

Maintenance and Customer Support

Free site upgrades: as we update our base Aha features, you receive those upgrades for FREE

24x7 Customer support: We will provide your primary IT contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-7PM Eastern via email and telephone to handle routine questions from staff related to the operation of the website.

Security upgrades: Aha will apply security upgrades to your solution's core and contributed modules as they are published by drupal.org. This ensures that your website stays secure. Aha will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 12AM-3AM Pacific Time, 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: Aha will install auto-monitoring software routines that continually monitor website performance and instantly alert us when problems occur. We will take action as soon as possible and no later than two hours after problems are detected.

Assistance from Client

- The Client will make available to Aha the inventory of existing applications, websites, and content at the start of this effort.
- The Client will assign a single point of contact for Aha 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 will provide Aha relevant images, photos, logos, colors, and other branding material to be incorporated into the site.
- The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps in order to access those features

Pricing

Design, Development, and Implementation Phase \$27,500

- Includes:
 - o 2 days on-site to conduct project kickoff, design workshop, and to meet with specific high-priority departments to discuss departmental sitemaps and potential customizations and integrations.
 - o Fully functional municodeWEB CMS with all base features
 - o Custom, responsive mobile-friendly design
 - o Content migration – up to 1000 pages and 10 years meeting minutes
 - o Training 2 days on-site + 4 hours' additional web teleconference training if needed

Annual Hosting, Maintenance, and Customer Support 4,800 / year

- Includes:
 - o Internet and Intranet sites
 - o 100GB disk space and up to 1 terabyte data transfer per month
 - o 99.9% up-time guarantee
 - o Telephone support 8AM-7PM Eastern
 - o Email support with one-hour response time during working hours
 - o Emergency 24x7 support
 - o Up to 8 hours' web teleconference refresher trainings per year as needed

Additional Options

- | | |
|--|-------------------------------|
| • Additional web page migration | \$6 per basic page |
| • Specialty sub-site designs | \$4000 per custom design |
| • Website graphic design refresh every fourth year | \$800 per year |
| • Real-time Analytics | \$600 per year |
| • Custom Feature Development | fixed bid quote or \$125/hour |
| • Online payments (municodePAY) | pricing available on request |

Payment Schedule (year 1)

- | | |
|---|-------------------------|
| • Sign contract and complete website design meeting | \$14,000 |
| • Complete design, build, train, and test | \$13,500 (plus options) |
| • Annual hosting and support (billed at completion of training) | \$4800 |

Additional Services

The services listed below may be obtained by your municipality with this purchasing vehicle.

Municode and our family of solutions, MunicodeLEGAL, MunicodePAY, MunicodeWEB (**powered by aHa! Consulting**) and MCCi offer a wide variety of services, all of which have been designed primarily to serve local governments. Please contact us for information and pricing. When selecting one of the solutions outlined below as your service provider, you can be assured of receiving the same excellent customer service and superior products that over 4,200 clients have come to expect from Municode!

municodeLEGAL

Codification. Municode has been the leading provider of legal publications and codification services since 1951. We codify, publish and maintain your Code of Ordinances both online and in print. Additionally, we offer:

Distribution. Fulfillment services are available via our online store, fax, mail, or telephone to distribute printed copies of codes and supplements to departments or subscribers at no additional fee to you. We assume all risk and expense.

Future Legal Review. we can provide additional future Legal Reviews to identify inconsistencies and internal conflicts and ensure your code conforms to State Law. State law references can be updated in conjunction with the Legal Review or as a separate engagement. To learn more, please visit: <https://www.municode.com/#codification>

municodePAY

MunicodePAY offers a centralized payment system (Revalocity) and customer care portal that results in significant operational savings and improved customer retention. Your customers will be able to pay their bills via the web, IVR, or through customer service agents. Revalocity manages multiple funding sources, stores and maintains user profiles and payment histories and is equipped with complete accounting and settlement functions that integrate with CRM, finance and general ledger systems. Daily, weekly and monthly reports for the tracking and easy reconciliation of payments, returns and fee information are available in a variety of formats including PDF, CSV and Excel.

With MunicodePAY, your funds are collected faster, your operating procedures are simplified, your financial information is at your fingertips and your customers are happy. MunicodePAY also offers traditional Bill Printing and Mailing services, Lock Box Services and Customer Call Center Outsourcing Solutions. Costs for these services are competitively priced and transaction based with low to no implementation costs. To learn more about MunicodePAY, please visit: <https://www.municode.com/#electronicpayments>



Municode Innovations (MCCi) understands the challenges organizations face every day with paper based processes. We provide innovative solutions that transform these challenges into smart practices that improve efficiency, productivity and organizational structure. Recognized as one of the nation's top 20 Most Promising Government Technology Solution Providers, MCCi is passionate about helping organizations run their office more efficiently – saving time, money and resources! Visit our website for more details: <https://www.mccinnovations.com/>

Enterprise Content Management Software (Laserfiche). With a client base of over 600 government agencies, MCCi is the largest provider of Laserfiche solutions in the world.

Digital Imaging Services. Services include scanning, indexing and integration of hard copy docs, electronic docs, and microfilm/microfiche. MCCi provides the most powerful index retrieval search engine available.

Open Records Request Solution (JustFOIA). Just FOIA helps agencies track Open Records Requests. JustFOIA is a hosted solution that is user-friendly, affordable, and integrated with Laserfiche Enterprise Content Management.

Contract Management Software (Contract Assistant). MCCi offers a solution designed to provide control and automation of the contract management process, while also offering Laserfiche integration options.