

GOV OFFICE

Multi Year Service & License Agreement

City of Bethel, Alaska

April 28, 2017

City of Bethel
P.O. Box 1388
Bethel, AK 99559

Key Contact:
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City Clerk
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Terms & Conditions

This Agreement, dated April 28, 2017 ("Effective Date"), is by and between Avenet LLC, d/b/a GovOffice ("GovOffice") and the City of Bethel, Alaska ("Client"). The term of this Agreement begins on the Effective Date and may renew the Agreement per the Agreement Renewal terms below.

GovOffice Deliverables

1. GovOffice will deploy a website for Client that includes all functionality and services as defined in Exhibit A—GovOffice Project Deliverables, attached hereto.

Additional Services

2. Client may contract at any time with GovOffice for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. GovOffice will separately invoice Client for the additional services. Services or Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

3. Upon execution of this agreement, GovOffice will provide an invoice for **first year fees of \$3,700**, which will be due within 30 days of receipt. Design and/or content services begin upon receipt of initial payment.
4. **Year 2 and Year 3 Annual Fees of \$3,700** for GovOffice services as described in Exhibit A are invoiced prior to the next year of service and are due within 30 days or upon the annual anniversary date, whichever is later.
5. After site launch, if the Client's account exceeds 90 days past due, Support, Maintenance & Hosting may be discontinued until the Client's account is made current. Client will be given 30 day notice prior to discontinuation of services for non-payment.

6. Termination for Non-Availability of Government Funds - If the City Council fails to appropriate sufficient funds or to authorize the expenditure of sufficient funds to continue service under this agreement, City may submit a written notice to GovOffice Web Solutions terminating this Agreement. Such notice shall be in writing and shall be not less than thirty (30) days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds (e.g., city council action; official budget or other official government document). City shall be liable to GovOffice Web Solutions for all charges and costs incurred for products and/or services prior to the effective date of the termination.

Agreement Renewal

7. Client may renew this agreement for an additional 3 year period at the same rate as quoted herein (\$3,700 per year) and is eligible to receive a new Responsive level graphic design with such renewal. The client may convert to annual billing after Year Three, proposed rate \$1,300 (\$800 hosting, \$250 additional site storage, \$250 SuperForms).
8. Either party may renew the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
9. Client may terminate this agreement prior to the completed three (3) year term by providing written notice to GovOffice and by providing full payment for the entire remaining balance of the total fee of this agreement within 30 days of termination.
10. Except as provided for in paragraph 6, client may terminate this agreement prior to the completed three (3) year term by providing written notice to GovOffice and by providing full payment for the entire remaining balance of the total fee of this agreement within 30 days of termination.

Additional Terms & Conditions

11. Client is subscribing to and licensing the GovOffice Content Management System (CMS) to construct, manage and maintain its website and related online services and agrees to the further Terms & Conditions as published at www.govoffice.com/terms.
12. GovOffice strives to complete all activities surrounding a Client's implementation (online training, custom graphic Web design, etc.) as efficiently as possible, but we do not guarantee the deployment (*go-live*) of the website by or on any date.
13. Termination for Cause: If, through any cause, GovOffice shall fail to fulfill in a timely and proper manner the obligations under this Agreement or if GovOffice shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to GovOffice of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. All finished or unfinished documents, and reports or other material prepared by GovOffice under this Agreement are the property of the City and shall be delivered to the City by or upon the effective date of termination.

Acceptance

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

By Peter Sullivans Client

Date 9/27/17

By _____ GovOffice

Date _____

Purchase Order Number: _____

Instruction

Sign and return soft copy/PDF of entire document to ross@govoffice.com and mail two (2) signed originals to the GovOffice corporate office address with your initial payment (see Page 1 for address). GovOffice will email a counter-signed copy of the contract back to you, and, upon receipt of two signed originals, we will counter-sign and return one copy for your files.

Exhibit A: GovOffice Project Deliverables

COST SUMMARY Design and Hosting Fee

Year 1 Payment = \$3,700

Year 2 Payment = \$3,700

Year 3 Payment = \$3,700

Total of All Three Payments = \$11,100

License of GovOffice 3.3 Content Management System (CMS)

License of GovOffice CMS includes an online training session for staff with the Training & Technical Support Team and the following features:

- Ability to limit access and administrative permissions to each user on the system
- Preview feature that shows how an unsaved edit would appear if saved and activated on the live site
- Live Site feature allows users to switch between the live and administrative Web sites within one browser window
- Data storage tracker to help manage your load of Web content
- Audit log that shows editing activity of all administrative users
- Flexibility to name and order all navigation menu buttons
- Import, type, and format text
- Create unlimited friendly page titles/URLs
- Create unlimited number of links to internal pages and external Web sites
- Upload, resize, position, and caption photos
- Online forms for questions, comments, and requests to be contacted by staff
- Post audio and video files
- Upload and name documents, such as Agendas & Minutes and newsletters
- Schedule of events, including recurring events, within a true calendar display
- Online opinion polls with controlled responses and option to display the results
- Image gallery to create a Community Photo Album; includes slideshow capability
- Ability to add, turn on & off, and remove sidebars from all pages
- Directory, including contact information and photos, of Elected Officials and staff
- Post news stories with a pre-set release date for automatic display on the live Web site
- Display job listings with post & deadline dates and post the employment application
- List Frequently Asked Questions by department or the entire organization
- Related links to associated Web sites without posting long URLs
- Directory of local attractions and links to an online map
- Site Map for added ease by site visitors in locating a desired section of the Web site
- Last Edit stamp that shows the date on which any Web page was last updated
- Printer-Friendly option and some flexibility in the placement of the prompt
- Search engine that also searches keywords within uploaded documents
- Option for advanced users to switch to HTML mode for editing
- Intranet capability for staff only areas of the Web site; accessed only by username and password
- Bulk e-mail tool that allows visitors to opt-in/ opt-out of receiving e-mail notifications from your government office
- RSS feeds in from other news-related Web sites

Service & Maintenance

- Unlimited bandwidth & Website hosting up to 2 GB of uploads,
- Unlimited toll-free technical support for staff,
- Online training/ re-training of Content Management System (CMS) software for staff,
- Daily backups of stored Website content and design files,
- Maintenance of Web servers and their installed security systems,
- Unlimited regular administrative users and Superusers,
- Secure SSL (Secure Sockets Layer) administrative website,
- Upgrades of GovOffice Content Management System,
- GovOffice Mobile for optimal website display on smartphones

Note: Includes additional site storage and SuperForms
Current Annual Service Package/Hosting rate - \$1,300

Responsive Design Package—\$4,000

All creative and programming customizations for the Client will be based on the GovOffice Responsive framework and may include:

- Official logo and a unique color scheme that fully matches the Client's branding
- Custom font treatment for title graphic and slogan, if necessary
- Custom font treatment (may be Google Fonts) for section, promotion, and sidebar titles throughout the website
- Full set of social media icons (Facebook, Google+, Twitter, Pinterest, LinkedIn, YouTube, Blogger, Flickr)
- Favicon (favorites icon), only if requested and if possible

Auto Image Slider—\$1,000

The Auto Image Slider will be programmed to appear on the homepage of the Responsive design only.

The Auto Image Slider will support up to 5 images uploaded by the Client on its administrative website, and any of these images may be swapped for another image by the Client at any time.

Images must be correctly sized according to specifications (to be determined; will be communicated by GovOffice to the Client) in order to display optimally within the Auto Image Slider.

Enhanced Film Strip—\$1,000

The Enhanced Film Strip will be graphically styled for color and programmed to appear on the homepage of the Responsive design only. It includes development of up to 10 Quick Links Icons.

Each Icon may be linked to any interior page of the website or to any external Web page and may be activated/ deactivated by the Client via the Site Administration at any time.

The number of Icons within the Film Strip that will appear at one time (without arrowing backward or forward) will depend on the width capacity and the professional judgment of the graphic designer.

Design Process

The Responsive design service with upgrades is a 3 draft, 3 revision process whereby the GovOffice Design Team will create up to three drafts that reflect the goals and objectives shared by the Client during the initial interview but are within the deliverables as described above. When ready, the drafts will be submitted to the Client for evaluation. Upon selection of the preferred draft (1 out of the 3) by the Client, GovOffice will further develop it with up to three rounds of revision before asking for final approval.

Navigation Analysis & Restructure—\$1,200

A Content Specialist will analyze the entire site navigation menu and then organize and label up to 100 pages according to best practices of information architecture, Web design and usability. The end result will be an attractive, well organized website that ensures site visitors will quickly and easily find the information they need.

First the Client will be asked to purge any dated section, sub-section, and content such as text, uploaded images, items, sidebars, and related links from the website in order to streamline the project. Then the entire navigation menu of the Client's current, live website will be analyzed.

Next, a test site with a proposed navigation restructure mock-up will be created and shared with the Client. The Client will be encouraged to submit feedback after the initial mockup, and GovOffice will subsequently make revisions. These exchanges will continue until the navigation menu on the test site meets the Client's approval. Upon approval, the navigation menu restructure as shown on the test site will be built on the live website.

Homepage Makeover—\$0

The Homepage Makeover is performed by a Content Specialist and includes the following:

- Upload and linking of Quick Links Icons to the Enhanced Film Strip
- Incorporation of up to 5 images to the Auto Image Slider
- Adding Promotions to display news, events, calendars, etc. in a visually appealing way
- Adding Sidebars to display related links, text, and images

Guarantees

1. No content—text, images, documents, and the like—that resides on the Client's existing website will be lost in the transition from the current design to the new design.
2. The Client will continue to have the ability to edit the contents of its website during and after the custom graphic Web design process.
3. The current Web site will not be offline or *under construction* during the custom design development process.
4. The amount of the Client's Annual Service Package (for website hosting, maintenance of servers, toll-free technical support, etc.) will not increase as result of implementation of the new, customized Web design.

Timeline: While GovOffice strives to complete each Client's custom design project as efficiently as possible, we do not guarantee the deployment ("go-live") of a custom design by or on a specified date.