

TO: HONORABLE MAYOR AND COUNCIL
FROM: SAMANTHA MEYER, ZONING ASSISTANT
RE: WEBSITE CONTRACT AGREEMENT
APRIL 27, 2018

City staff has researched and interviewed several website development companies for the creation of a new City of Cannon Falls website. Staff has determined that MuniCode Corporation best fits the City of Cannon Falls' needs and desires for a new website. MuniCode is a website development company that specializes in developing websites for government agencies across the United States.

Attached to this memo you will find the website quote and contract provided by MuniCode. Staff recommends entering into the 4-year Interest-free Payment program. The first payment would be a total of \$3,125 due in 2018. This amount has already been budgeted and is available for payment for the year 2018. MuniCode will work directly with city staff to develop a website specifically for Cannon Falls.

Requested Action:

Council is asked to approve the contract agreement with MuniCode for development of a new City website.

THIS **LETTER OF ENGAGEMENT** ("Agreement") is entered between the City of Cannon Falls Minnesota ("CLIENT") and Municipal Code Corporation.

The parties agree as follows:

1. **Term.** This Agreement commences on the date it is executed and shall continue until full performance by both parties, or until earlier terminated by one party under the terms of this Agreement. Any termination of this Agreement shall not extinguish or prejudice CLIENT's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in CONSULTANT's performance that has not been cured to Client's reasonable satisfaction.
2. **Compensation.** It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for project implementation services based on the payment schedule provided as set forth in Exhibit A. The processing of payments will be expedited by the CLIENT through proper accounting procedures. Payment will be made to CONSULTANT within thirty (30) days of the receipt of the approved invoices for services rendered.
3. **Scope of Services.** CONSULTANT's services under this Agreement shall consist of services as detailed in **Exhibit A**. The Scope of Services may be amended or modified upon the mutual written agreement of the parties during the term of the Agreement.
4. **Integration.** This Agreement, along with the description of services to be performed attached as Exhibit A 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 (i) any services provided hereunder will be performed in a professional and workmanlike manner and (ii) the functionality of the services will not be materially decreased during the term. CONSULTANT's entire liability and exclusive remedy under this warranty will be, at the sole option of CONSULTANT and subject to applicable law, to provide restored service(s) which conforms to these warranties within 7 days or to terminate the service(s) and provide a pro-rated refund of any prepaid fees (for the period from the date of the breach through to the end of 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 consulting fees received by CONSULTANT from CLIENT under this agreement.
7. **Termination.** This Agreement shall terminate upon the CLIENT's providing CONSULTANT with thirty (30) 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 hosting and support 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, and remain at all times, 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. **Ownership of Product.** CONSULTANT hereby acknowledges that the documentation, materials or intellectual property hereunder (collectively, the "Work Product") are works which have been specially commissioned by CLIENT and are "work made for hire" for CLIENT and CLIENT shall own all right, title, and interest therein. CLIENT shall be considered the author of the Work Product for purposes of copyright and shall own all the rights in and to the copyright of the Work Product and, as between CLIENT and CONSULTANT, only CLIENT shall have the right to obtain a copyright registration on the same which CLIENT may do in its name, its trade name or the name of its nominee(s). Accordingly, among other things, CLIENT is the author and owner of the Work Product and shall have the sole and exclusive rights to do and authorize all acts set forth in Section 106 of the Copyright Act with respect to the Work Product and any derivatives thereof, and to secure all renewals and extensions of such copyrights. To the extent CONSULTANT does not own such Work Product as a work made for hire, CONSULTANT hereby assigns, transfers, releases and conveys to CLIENT all rights, title and interest to such Work Product, including but not limited to all other patent rights, copyrights, and trade secret rights.

10. **Minnesota Government Data Practices Act.** Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the Client pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify Client. Client will give Consultant instructions concerning the release of the data to the requesting party before the data is released. Consultant agrees to defend, indemnify, and hold Client, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', Client's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

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. **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.

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

To CLIENT:
The City of Cannon Falls
918 River Road
Cannon Falls, Minnesota 55009

To CONSULTANT:
Municipal Code Corporation
ATTN: Web Division
PO Box 2235
Tallahassee, FL 32316

Either party may change the addresses set forth above for purposes of notices under this Agreement by providing notice to the other party in the manner set forth above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 2018.

CONSULTANT Signature: _____

Name and Title: Brian Gilday, President Municode WEB

DATED: _____

CLIENT Signature: _____

Name and Title: _____

DATED: _____

Website Redesign, Hosting, and Support for Cannon Falls, Minnesota

Exhibit A



municode
CONNECTING YOU & YOUR COMMUNITY

Website Design
Codification Services
Online Payments



Gregg Huggins

PO Box 2235 Tallahassee, FL 32316

800-262-2633 Ext. 1675

ghuggins@unicode.com

LETTER OF INTEREST

April 11, 2018

City of Cannon Falls
918 River Road
Cannon Falls, Minnesota 55009

Dear Website Selection Team:

Thank you for the opportunity to present Cannon Falls with 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 with Cannon Falls on such an important initiative.

Sincerely,



Brian Gilday
President, Municode Web

CONTENTS

- Qualifications1
- References and Design Examples2
- Website Features.....4
- Project Timeline and Approach6
- Project Costs.....11
- Payment Schedule12

QUALIFICATIONS

Company Profile

Municode's mission is to connect public sector organizations with their communities. We provide local government agencies with solutions that promote transparency and efficiency such as custom website design, 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 4,200 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's website division (formerly Aha Consulting), was founded in 2008

with a focus on improving a municipality's image and profile, providing simple-to-use online tools for self-service, and allows non-technical staff to easily post information on the site. Our "keep it simple" and "attention to detail" priorities have proven extremely successful and we have quickly gained the confidence of municipalities across the country. We have retained that trust and confidence by placing extra emphasis on superior customer support. We listen to your concerns.

It is no coincidence that cities, towns, and other local government agencies across the country are increasingly switching from other well-known municipal website providers to Municode. It is also no coincidence that we have an industry leading 98% customer retention rate. We truly value our customers who place their trust and confidence in us. We are committed to handling each customer with honesty and integrity. We work daily to earn and keep your trust.



4,200

Municipal Clients

66 Years

Serving Municipalities

180 Million

Citizens using our solutions



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.**

White Bear Lake Minnesota

<http://www.whitebearlake.org>

Population: 23,769

Kara Coustry, City Clerk
651-429-8508

kcoustry@whitebearlake.org



Elkhorn Wisconsin

<http://www.cityofelkhorn.org>

Population: 10,084

Cairie Virrueta, City Clerk
262-723-2219

cvirrueta@cityofelkhorn.org



Milwaukie Oregon

<http://www.milwaukieoregon.gov>

Population: 20,291

Launch: 2017

Hannah Wells, Webmaster
503-786-7545

wells@milwaukieoregon.gov



Platteville Wisconsin

<http://www.platteville.org>

Population: 11,224

Jodie Richards,
608-348-9741 x2257

richardsjo@platteville.org



Sauk County Wisconsin

<https://www.co.sauk.wi.us>

Population: 61,976

Steve Pate, IT Director

608-355-3542

steve.pate@saukcountywi.gov



Estacada Oregon

<http://www.cityofestacada.org>

Population: 2,695

Matt Lorenzen, Economic Development Manager

503-630-8275 x206

lorenzen@cityofestacada.org



Woodstock Illinois

<http://www.woodstockil.gov>

Population: 20,151

Dan McElmeel, IT Manager

815-321-4490

dmcElmeel@woodstockil.gov



Holland Michigan

<http://www.cityofholland.com>

Population: 33,051

Matt VanDyken, Technology Coordinator

616-355-1396

m.vandyken@cityofholland.com



WEBSITE 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 Base Features

- ★ Responsive Mobile Friendly Design
- ★ Simple Page Editor
- ★ Best-in-Class Search Engine
- ★ ADA/Section 508 Compliance
- ★ Social Media Integration
- ★ Unlimited Online Fillable Forms
- ★ Emergency Alerts
- ★ Meeting Agendas/Minutes/Videos
- ★ Event Calendar
- ★ Page Versioning / Audit Trail

Additional Base Features

- 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)
- Content Scheduling (Publish Today, Unpublish Tomorrow)
- Unlimited User logins
- Unlimited Content
- Word-like WYSIWYG Editor
- Online Payments
- 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
- Google Translate
- Share This Button (Facebook/Twitter)
- Secure Pages / SSL
- Printer Friendly Pages
- RSS Feeds Inbound/Outbound

Optional Features

- Email Subscriptions / Notifications
- Parks and Trails Directory
- Projects Directory
- Property Locator (Commercial/Industrial)
- Business Directory
- Specialty sub-site graphic designs
- Design refresh every 4 years
- Custom development

Online Payments (Municode PAY)

Municode PAY is a highly flexible and comprehensive electronic payment solution that lets you collect and process payments from multiple types and channels – quickly and efficiently. Once deployed within your organization, you will be able to accept payment via the web or through your own customer service agents.

Easy for your community to use

Provide your residents and business owners the payment options that empower them to pay you anytime, anywhere, the way that makes the most sense for them.

- Online quick pay option
- Mobile payments & alerts
- Choose from multiple funding sources: Credit Card, Debit Card, Electronic Check

Easy for you to manage

Your staff will have 24/7 access to the industry's most comprehensive administrative portal to provide customer support before, during and after payment processing, as well as reporting and other tools for overall payment management.

- Schedule or cancel payments on citizen's behalf
- Capture and process payments in real-time or batch modes
- Flexible settlement and reconciliation options tailored to your needs
- Complete accounting and settlement functions that integrate with finance and general ledger systems
- Role and privilege based security rights to manage staff from multiple departments one platform
- Streamline financial processes including collection, payment & settlement
- Comprehensive reporting reports exportable in multiple formats (HTML, PDF, CSV and Excel)

Flexible Pricing Model

We will work with you to find the right pricing model for your needs. Whether it is a similar citizen convenience fee model like the one you are utilizing today or a more aggressive municipal fee model to drive electronic payment adoption. For this proposal, we have included both the customer convenience fee model and municipal absorbed fee model for you to compare.

Total Fee = Transaction Fees + Annual Service Fee

Transaction Fees

- a) Municipal Absorbed Fee Model: \$0.80 + merchant processing fees OR
- b) Citizen Convenience Fee Model: TBD - depends on type of payments

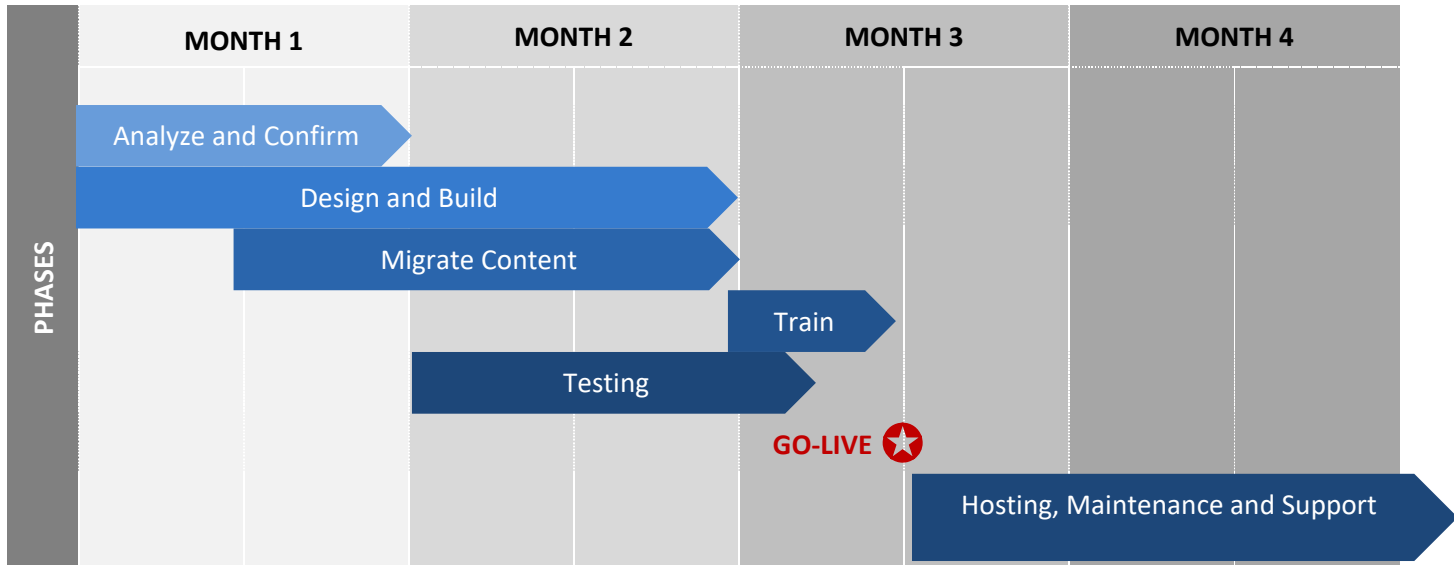
Annual Service Fee only applies if < 365 transactions per year (1 per day average)

- a) \geq 365 transactions per year - annual service fee waived
- b) $<$ 365 transactions per year - \$400

PROJECT TIMELINE AND APPROACH

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

Project Timeline Sample



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

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.

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

We provide first-class hosting services in a high-availability, secure data center. Our solution is quite secure, and we take cyber security seriously. Your website will be secure from multiple perspectives:

■ Data Center

We host your website in a secure data center with a high-availability network architecture that provides an up-time networking service level of 99.999%. The data center is manned 24x7x365. The data center hosts federal, state, and local government websites that require the highest security standards including Fed RAMP, FISMA, PCI, HIPAA, and SSAE 16. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server with master-master replication. We apply security updates to the entire web server stack on a regular basis.

⚡ Data transmission

Our data center relies on several backup ISPs, including: Telia, PCCW, GTT, Zayo, and Yellow Fiber. 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 time zone. 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 will be secured with SSL to encrypt transmission of data. We will 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 time zones. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

🏆 Guaranteed Uptime

Municode will guarantee web server uptime of 99.99%. 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 as they are published by drupal.org 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 12-3AM PST, 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 instantly 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

<p>Design, Development, and Implementation Phase</p> <ul style="list-style-type: none"> Fully functional Municode CMS with all base features Responsive mobile-friendly website with custom design Content migration: 25 standard pages and 5 years meeting minutes Training: web teleconference, video training series, user guides 	<p>\$6,500</p>
<p>Annual Hosting, Maintenance, and Customer Support</p> <ul style="list-style-type: none"> 10GB disk space and up to 1 terabyte data transfer per month 99.9% 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 	<p>\$1,500/ year</p>

Additional Website Options

- | | |
|--|-----------------------------------|
| <input type="checkbox"/> Email Subscriptions / Notifications | \$600 per year |
| <input type="checkbox"/> Parks and Trails Directory | \$200 per year |
| <input type="checkbox"/> Projects Directory | \$200 per year |
| <input type="checkbox"/> Property Listings (Commercial/Industrial) | \$200 per year |
| <input type="checkbox"/> Business Directory | \$200 per year |
| <input type="checkbox"/> On-site visits (training, consultation, etc.) | \$1000 per day + travel |
| <input type="checkbox"/> Custom Feature Development | \$125 per hour or fixed bid quote |

PAYMENT SCHEDULE

4-year Interest-free Payment Schedule

- Year 1
 - o at time of contract signature
 - Project payment 1 of 4 \$1,625
 - Annual website hosting/support \$1,500
 - **Total year 1** **\$3,125**
- Year 2
 - o one year from contract signature
 - Project payment 2 of 4 \$1,625
 - Annual website hosting/support \$1,500
 - **Total year 2** **\$3,125**
- Year 3
 - o two years from contract signature
 - Project payment 3 of 4 \$1,625
 - Annual website hosting/support \$1,500
 - **Total year 3** **\$3,125**
- Year 4
 - o three years from contract signature
 - Project payment 4 of 4 \$1,625
 - Annual website hosting/support \$1,500
 - **Total year 4** **\$3,125**
- Year 5
 - o four years from contract signature
 - Annual website hosting/support \$1,575
 - **Total year 5** **\$1,575**
- Years 6+ increases based on prevalent Consumer Price Index (CPI)
- Payment schedule will be adjusted accordingly based on selected optional features