



Town of Archer Lodge

AGENDA

Work Session Meeting

Monday, April 16, 2018 @ 6:30 PM
Jeffrey D. Barnes Council Chambers

Page

1. WELCOME/CALL TO ORDER:

2. ORDER OF BUSINESS:

- 2 - 73 2.a. Website Design & Host Services with Evo Studios, Inc. (aka: EvoGov)
 ~ Kim Batten & Joyce Lawhorn
 [Website Designer~Hosts Comparisons-1](#)
 [Website Designer~Hosts Comparisons-2](#)
 [Website Designer~Hosts Comparisons-3](#)
 [Evo Studios, Inc. Proposal for the Town of Archer Lodge, NC](#)
 [Evo Studios, Inc. Website Project Master Services Agreements](#)
- 2.b. Landscape & Cleaning Proposals ~ CL Gobble
- 74 2.c. Budget Amendment (BA 2018 03) Explanation - Kim Batten
 [BA 2018 03](#)
- 2.d. The MAPS Group Personnel Policy and Classification and Pay Study
 (Continued Discussion)

3. GENERAL UPDATES:

- 75 - 79 3.a. March 31, 2018 Financials & Year-to-Date Comparison
 (FY17 & FY18) ~ Kim Batten
 [MARCH 2018 & FYTD](#)
 [MARCH 2018 & FYTD - ALL FUNDS](#)
 [YTD COMP 03.31.18](#)

4. ADJOURNMENT:

Vendor Comparisons

Website Features	Evo GOV - John McKown	Cost	Civic Plus - Sales Rep. William Velasco	Cost	Civic Live - Sales Rep. Jason Scheper	Cost
ADA (508) Compliant/Visual/Hearing Impaired	Yes, ADA/WCAG compliance checker built into our CMS. The compliance checker is free of charge.		Yes - Meets Section 508, and WCAG 2.0, Level A&AA		Yes - Meets W3C, WCAG, and ADA, Section 508 guidelines	
4 Yr. Website Re-Design	2-Yr. Website Re-Design - Put a new skin over current website.		Yes - At the end of the fourth year of continuous service will receive a basic website redesign. A guaranteed continuous redesign after only 48 months of service to keep your website fresh and innovative		Yes - A design refresh for website at end of contract Year#4 (if desired)	
Translations Available	Yes, Integrates w/ Google Translate - 3 Languages		Yes - Integration w/ Google Translate, translate between English and 100 other languages.		Yes - Instant translation to 50+ Languages with reverse translation quality assurance	
Automatically posts to Media	Can be set to automatically send out to Social Media.		Automatically sends to social media by checking a box, but offers other software at extra cost.		Automatically posts to Social Media.	
Auto Fit Website to Mobile Devices	Yes, Every municipal website that we now build is built using a responsive framework.		Yes - ultimate flexibility		Yes - functions optimally on any screen size and platform.	
Turn Around Time	2 to 3 Months		4 to 7 months - built in phases		3 to 6 Months depending on design.	
Staff Website Training	Separate kickoff and project management meetings with your departments are included (if necessary). Separate training meetings for each department included (if necessary). On-site training and kickoff meetings available for and additional fee.		3 Day web-based instructions, live editing tools, & intuitive user interface.		User Training, and unlimited 24/7/365 Support.	
Will help with changing Domain Name	Yes, Security everywhere - all domains (and sub-domains too) that we host are secured for you with SSL security certificates at no charge.		Yes		Yes	
Accommodates iCompass	Third party sites can be added.		Will add iCompass and store archive Agendas/Minutes back to 2009 on website.		Will add iCompass, they will transfer all of our pages in WordPress to their site & add Unicode.	
Message Alert on Website	Emergency alert system.		Offers Mobile Admin App to send community alerts on any mobile devices anywhere. Staff can send out alerts at home as well as the office. Can notify citizens or businesses that they can sign-up to receive notifications and community information. You can name the alert for each event.		Rotating Banner Module - Allows citizens to sign up for posts and alerts	
Unlimited Storage Space (Docs/Photo/Etc.)	No storage limits - We have designed an auto-scaling storage system so that you no longer need to worry about storage limits with your website.		Offers 25G Space - Unlimited Bandwidth for normal business operations.		Unlimited storage space & Bandwidth	

Vendor Comparisons

Website Features	Evo GOV - John McKown	Cost	Civic Plus - Sales Rep. William Velasco	Cost	Civic Live - Sales Rep. Jason Scheper	Cost
Technical Support	100% uptime guaranteed - We utilize world-class hosting and DNS service with a zero downtime guarantee and a Service Level Agreement (SLA) to credit you in case of any downtime. Attack resistant - Our hosting is more reliable because it does not utilize static IPs for your website. Our competitors do not offer this, and that is why their servers have been brought down by DDOS attacks recently. Free support and each of your departments can have their own custom design layout. We provide 90 days of free design and content support after your website launches to make additions and changes. We want to help you launch your new website with confidence, and be there if you need us.		24/7 -365 Remote support, via phone, email or live chat. - 2 Hr. Response Time. During interview and spoke with William Velasco, and Justin Hammon and was introduced to Technical Support Rep. Constance Huseth.		Toll-Free 24/7-365 Support Hotline, Email, Live Online Chat, Technical Support Ticket Tracking, Access to Manuals/Multimedia over Client Intranet.	
Will Host Website	Yes		Yes - automatic updates, antivirus management, redundant firewall solutions		Yes	
Custom or Template Design	Custom - Please note - you do not need to know any programming or HTML code to use our CMS. Design versioning is built-in - All design code templates are versioned, so if you make a mistake you can roll-back your changes. Free support and each of your departments can have their own custom design layout. Meeting calendar system with dedicated search and file areas for agendas, minutes, packets, audio, and video files. GIS mapping system that may integrate with ESRI. No limit of pages that can be migrated.		Custom - 100% Design Satisfaction. Transfers old website data, documents and images from current website. Will manually migrate text, documents, and images from your current site to your new CivicPlus site. Once a quarter review website analytics. Data driven tools, heat mapping (that tells where the viewers are going the most on the website), and website analytics will be used.		Template Design - 100% Design Satisfaction Guarantee. Responsive Website Design w/ a 100% Satisfaction Guarantee. Citizen Dashboards, Customizable Surveys & Forms, Multi-Level Calendars, Emergency Homepage Banner. Site Publish CMS Software Version Upgrades & Maintenance.	
Security	Security everywhere - all domains (and sub-domains too) that we host are secured for you with SSL security certificates at no charge - Amazon SSL		System is monitored 24/7-365 Security Support - 99.9% Uptime - DDoS (attack or threat) help available at time of event. Company has three different servers. System will be secure and continuously updated.		Yes w/ Defined Firewall Architecture. Unlimited records retention and security standards that have passed the Department of Defense's stringent standards.	
About Company	Owner: John McKown - In business since 1997 - located in Delaware, 500 Clients,		Located in Manhattan, Kansas. Local Website: Durham, Apex & Belmont Works with 2,500 Local Governments including Municipalities, Counties, and Municipal Departments. Company has never been bought or sold. 20+ Years focused on local governments. 55,000+ Local government employees use CivicPlus		Parent Co. - West Corp., Based in Scotts Valley, CA since 2001, but has other locations in St. Louis MO, Jopkin MO, Toronto Canada - Local Websites: Rocky Mount & Statesville. Backed by West Corporation and its \$3 Billion market capitalization, committed to long-term development. Recognized for eGovernment solutions for North American towns, cities, counties, regional municipalities, agencies and state/provincial governments.	

Vendor Comparisons

Website Features	Evo GOV - John McKown	Cost	Civic Plus - Sales Rep. William Velasco	Cost	Civic Live - Sales Rep. Jason Scheper	Cost
Cost Proposal	Evo GOV McKown John	Cost	Civic Plus William Velasco	Cost	Civic Live Jason Scheper	Cost
One Time Development Fee: Developer is being hired on a fixed-price basis to perform the Services and provide the Deliverables described. Payment Terms: Two payments will be invoiced at the following milestones. • Initial Payment: \$3,000 - invoiced when work begins. • Final Payment: \$1,500 - invoiced when scope of work in Exhibit A is complete, and training has been provided. Please note that the new website will only made live on the Internet after final payment has been received. Website Hosting Fee: • EvoGov CMS Hosting Package - \$50 per month, or \$500 annually if pre-paid. • Website Content Management System (CMS) • Access to Messaging Module (Mass email newsletter system) • Help Desk Module • Customer Portal • Staff Intranet • Bid and Project Management Module • Free phone support and application upgrades Contact Info: Client Profiles:		\$4,500.00	Total Investment - Year 1 for Custom Design, Development & Deployment - includes upgrades, hosting, maintenance and support. Will migrate up to 65 pages from our current Town website. Also includes Hosting & Security Package w/ SSL Certificate. Three Day Web-based Implementation Training.	\$13,120.00	One-Time Implementation Fee - Template Design - Completion of desired current website migration. Training Sessions, User manuals, Videos, and access to Online Resources, no additional hidden fees for meeting your project's current scope of work. Covers costs associated with designing, developing and implementing the new website using a SmartWork Methodology. Easy third party app integration via APLs and Web Services.	\$4,950.00
			Year 2 and Beyond - Hosting/Maintenance Service (Beginning Year 2)	\$3,620.00	Annual Software-as-a-Service Fee (This fee is not charged in Contract Year #1) Enterprise grade Data protection and Unlimited Bandwidth Website Hosting Services for website. Upgrades and Maintenance. Unlimited Technical Support. Unlimited CMS Software License. A Design refresh at the end of Contract Year #4 (if desired).	\$1,750.00
		\$50.00 per month or \$500.00 per year	Offers a Alternate CPA Payment: Year 1= \$5,000 Year 2= \$6,990 Year 3= \$5,995 Year 4=\$5,995 Year 5= \$3,801 (Annual +5% Technology)		Annual Mass Notification Solution Fee - Will receive Unlimited Voice, SMS text and email. Social Media publishing (Facebook & Twitter). Surveys through phone and web with unlimited questions. Configurable RSS widget to post messages automatically. Instant translation quality assurance. Recipient portal mobile app; manage preferences & review prior messages. Unlimited self-updating groups/lists (dynamically change based on source data). Dashboard offers at-a-glance views into overall messaging activity. User Training, and Unlimited 24x7x365 Support.	\$2,000.00
			Phone: 1-785-370-7761 Email: velasco@civicplus.com		Phone: 1-877-519-3851 ext. 657 Email: jscheper@west.com	
			www.durhamnc.gov		www.cityoftacoma.org	
			www.apexnc.org		www.essex-virginia.org	
			www.cityofbelmont.org		www.northlr.org	
			www.flagstaff.az.gov		www.cityofdavenportiowa.com/	
			www.shelburnevt.org		www.cityofjerseycity.com/	
			www.hampton.gov		www.nkc.org/	
			www.mckinneytexas.org			
Cost Proposal	Evo GOV McKown John	Cost	Civic Plus William Velasco	Cost	Civic Live Jason Scheper	Cost
	Reviews:		Reviews:		Reviews:	
	Sandy, Oregon - Kim Yamshita - Did not recommend EvoGov. Poor Customer Service, like pulling teeth to get anything done. Owner can't keep up with growing company. Migrated older version of their old website, causing them to have to update missing information. New website not working properly, still fixing links. She likes their product-user friendly. Would not use EvoGov again.		North Hampton County, NC - Bill Blanchard didn't choose CivicPlus due to cost and extra charges for additional software.		City of Jersey City - Kimberly Walley Kaboni was very unhappy with her service. She came in after CivicLive was put in place. Kim has been with Jersey City about 1-1/2 years. She said they can't do what she ask for like drop down menus, Search doesn't work. Launched in January and couldn't test website until it went live. - Kim said it was a custom design website.	

Vendor Comparisons

Website Features	Evo GOV - John McKown	Cost	Civic Plus - Sales Rep. William Velasco	Cost	Civic Live - Sales Rep. Jason Scheper	Cost
	Coral Gables, CA - Rayza Callazo - Will begin their migration from current website next week (4/2/18). John and team have been very helpful every step of the way. Had their first training session on 3/28/18. Site is very user friendly and easy to edit. No complaints thus far. Office: 305-461-6755 / Cell: 305-733-0131 / Email: rcallazo@coralgables.com		Holly Springs, GA - Ron Carter - Don't Recommend due to poor technical support and over priced. Didn't give as much flexibility with placement of photos- Town originally was with CivicPlus, but switched to Revize.		Davenport, IA - Matt Thompson, informed me that they migrated their own website documents/photos to the CivicLive website due to having a IT team that had a specific plan for their design. He said there was some bugs in the framework that CivicLive provided and they ask them to fix it. Their goal was to list services instead of departments, to do away with repeating several documents, that caused more pages and more work. He said all the editing was done on the actual page and not in the background. There was no coding of pages and tabs. CivicLive offered more training at no cost due to not having to migrate pages. Davenport uses their original company EGov for their applications and migrated it into their website and also used "On Base" for their meeting agendas and minutes.	
	Wheeling, West VA. - Webmaster -Tom Connelly - They are still working on website. Have 10 people on committee and having difficulty getting all of the information to John @ EvoGov. He thinks it will be a great website once they complete it, but the communication between them and John isn't good. Just under 30K in population. Started website in February 2017 and still haven't completed. He shared that he thought the problem was mutal on both the town and EvoGov. Reference new website at: wheelingwv@evogov.com		Rowan County, NC - April - CivicPlus is fairly good to work with. They had over 1,000 pages on their old website and some text, photos were lost. Recommend to have a team to look at prototype to review each page. Said it was an overall smooth transition, but for their recreation department it wasn't. It is difficult to changes the modules, FAQ's and Quick Links due to having to go into the back end of the website. She shared that the website was down 6 or 7 hours once, but the whole area was experiencing problems.		North Kanas City,NJ - Stephen Roberts - Emailed 4-2-18 Recommended CivicLive. He shared that they had a team that worked together on the website. They picked CivicLive out of the three final companies they interviewed. The migration took 9 months due to their old website be so outdated. Stephen said they had to type information into word documents and CivicLive pasted them into their new site. Once CivicLive completed their site the team at NKC had to go into each page and redesign by changing fonts and moving stuff around. CivicLive came to their location and trained everyone for 2 days. He said CivicLive was very supportive and helped them through the whole process.	
	City of Nutley, NJ - Jason Kirk - 4 Years w/ EvoGov, They did their own website design and migration. Happy with EvoGov. Recommended we check links, may have some glitches. He said John is good about taking care of any problems that may come up on the technical side. EvoGov does about 2 or 3 updates a year. EvoGov will migrate but we will have to maintain. They were experiencing some problems with their website transitioning to the newer iphones size, but said that John will have it fixed within the next day. Phone: 973-284-4951 - Email: jkirk@nutleynj.org		China Grove, NC - Patty Price - They have a template website powered by CivicPlus but are transitioning to Revize. CivicPlus added gradually added a lot of extra charges on their bill, when they complained removed remove them. They switch to Revize due to the extra charges CivicPlus adds to their bill without their knowledge.			
			Edgecombe County - Tabatha Summerlin - Used CivicPlus on prior job. She liked it better than Revize. More user friendly. No problems setting up.			

Website Features	Revize Gov. - Thomas Jean	Cost	Granite Sky	Cost	EZ Task - Jordon Crowe	Cost
ADA (508) Compliant/Visual/Hearing Impaired	Yes-W3C and ADA Compliant, allows for easy integration with existing or future web applications and third party software.		Yes, will train how to insert images that are ADA Compliant.		Yes - ADA Compliant	
4 Yr. Website Re-Design	4 CMS (Content Management System) upgrades per year. Security, Antivirus, Firewall, and router upgrades. 4th Year free and not obligated to stay with company after 4th year, can change hosting.		Yes, New "Skin" requires no work for us. Will build on top of old website.		Yes, with <u>5 years agreement</u> .	
Translations Available	Yes - Integrates w/ Google Translate		Yes, uses Google Translation		Yes - Translations are available	
Automatically posts to Media	Automatically sends to Social Media by checking a box to send. Can customize what we want to have a checkbox for sending to Social Media.		Integrated to Social Media- Have approval with Facebook, meets requirements.		Communication Suite / Social Bridge	
Auto Fit Website to Mobile Devices	Offers RWD (Responsive Web Design), ensures that site visitors have an optimal viewing experience.				Yes - includes menus, media, forms and more.	
Turn Around Time	4 to 5 Months Average				60 to 90 Day	
Staff Website Training	Unlimited technical support on online portal. Phone & Email Support during regular hours.		Granite Sky will come to Town Hall and train one-on-one. Offer a lot of different levels on training. The initial set-up will be a joint effort for about 2-3 weeks. Note: In Page editing. Can't change to any size of fonts - will give optional sizes.		Unlimited access for help. Online Training.	
Will help with changing Domain Name	Yes		Yes, mentioned Stalling.org - Domain Website. For .gov we will need to meet federal government guidelines and will be required to be on a support plan. The constantly roll out updates & security patches. There is a charge for switching to .gov. It is very tedious to do. Mayor has to sign letter providing info. No Federal control requirements for their server.		No	
Accommodates iCompass	Will add iCompass and store archive Agendas/Minutes back to 2009 on website.		They want to talk to us more about iCompass to see if they can migrate into the new site without it being a link.		Third party App Integration (iCompass & Municode)	
Message Alert on Website	Emergency Alerts, Public Service Request App.		Yes, Can activate and de-activate. Appears as a red bar across the top.		Alerts at top of Homepage	
Unlimited Storage Space (Docs/Photo/Etc.)	Unlimited storage space		10G Hosting Pkg. (Standard)		Unlimited audio, video, photos, podcasts, and more.	

Vendor Comparisons

Website Features	Revize Gov. - Thomas Jean	Cost	Granite Sky	Cost	EZ Task - Jordon Crowe	Cost
Technical Support	8 a.m. - 8 p.m. Support - 24 (Monday - Friday). 24X7X365 Portal & Email Support. Automatic upgrades of SMS Modules such as Calendar, Document Center, etc.		Support Plan - no charge for most issues. Online Portal to remote computer for repairs.		Full Service - less than 24 hrs. Can purchase blocks of hours for emergencies.	
Will Host Website	Yes		Dedicated server located in Oklahoma - 99.9 Uptime.		Yes	
Custom or Template Design	Custom - Citizen's Communication Center Apps such as Notification Center w/ Text/Email Alerts, Bid Posting, Document Center, Email Notify, Online Forms, Quick Link Buttons, Web Calendar, Emergency Alerts, Public Service Request App. Web Statistics and Analytics. Offers a Employee Only area, to allow posting information only visible for staff.		Custom - Have graphic Designer - Built in Calendar and Search, Can archives files on posts, Can set start and stop dates for Posts. Application forms to receive money are at an extra cost.		Custom	
Security	Audit trail, Auto Site Map Generator, History Log, URL Redirect Setup, Roles and Permission-based Security Mode, Secure Site Gateway, Unique Login/Password for each Content Editor, Workflows by Department. 100% Up Time Guarantee.		Has security on certain pages - Kim advise we would want all pages secure.		Yes, nightly backups, support. 100% Uptime.	
About Company	Located in Founded in 1995, Located in Troy, Michigan More than 1,200 government clients nationwide. 20 Years of building award winning websites.		In Business 28 Years - Mia worked with original company and bought it out 18 years ago.		Located in Richmond Texas - 20 Year experience. Ref. Smithfield & Warrenton	

Vendor Comparisons

Website Features	Revize Gov. - Thomas Jean	Cost	Granite Sky	Cost	EZ Task - Jordon Crowe	Cost
Cost Proposal	Revize Gov. Thomas Jean	Cost	Granite Sky Jerod & Mia Brown		EZ Task Jordon Crowe	
COST FOR FIRST YEAR: Phase 1: Project Planning and Analysis, SOW= \$500.00, Phase 2: Revize Template Development - Set-up all CMS modules = \$1,500.00, Phase 3&4: Revize Template Development=\$2,300, Phase 5: QA Testing = \$800.00, Phase 6: Site map development., Phase 7: Content editing and site administration training (4hr. session)= \$600.00, Phase 8: Go live = included, Annual Tech Support: \$1,800.00 PAYMENT PLAN (OPTIONAL): The Revize First Plan Annual Recurring Fees - Interest Free: 1st Year: \$4,000, Second Year: \$4,000, Third Year: \$4,000, Fourth Year: \$1,800 AFTER \$8,400.00 IS PAID - REMAINING YEARLY CHARGES: Contact Info: Client Profiles:		\$8,400.00		\$6,400.00	All inclusive setup + one full year of services Year 1 - 50% prior to project kickoff (\$3,997.72) 50% prior to deployment (\$3,995.72) Years 2-5 Annual Payment (\$7,995.44) - Interest free	\$14,277.57
				\$275.00	ez365 Total Protection - Annual Subscription - Four years @ \$6,424.91/year	\$25,699.63
		\$1,800.00		Included	Grand Total Investment for 5 years cost.	\$39,977.21
	Content Copywriting - These are additional charges and only if after website has been deployed and Town files that were not on old website and need to be added to new website.	\$98 per hr.			Annual Cost: Five equal, annual payments:	\$7,995.44
	Design Services - charges for services not included in original set-up of website.	\$75 per hr.	www.andersoncountysc.org/		www.warrenton.nc.gov	
	Content Editing by Revize - After original set-up	\$50 per hr. 30 min.	www.kannapolisnc.gov/		www.smithfield-nc.com	
	www.rutherfordton.net					
	www.northamptonnc.com					
	www.edgecombcountync.gov/					
	www.cityofclintonnc.com/					
	www.grifton.com					
	www.hollyspringsga.us/					
Cost Proposal	Revize Gov. Thomas Jean	Cost	Granite Sky Jerod & Mia Brown		EZ Task Jordon Crowe	
	Reviews:					
	North Hampton County, NC - Bill Blanchard - Recommended Revize - 2 or 3 years w/ Revize, Easy to manage, Originally Revize didn't transfer all of the text on their old website so he had to manually transfer it, he had to transfer it himself, other than that he has only had to send in a work ticket about 3 times since setting up. - They do not send our posts from the website to social media.					

Vendor Comparisons

Website Features	Revize Gov. - Thomas Jean	Cost	Granite Sky	Cost	EZ Task - Jordon Crowe	Cost
	Holly Springs, GA - Ron Carter - Recommended Revize - Mr. Carter said they originally had CivicPlus and the support with them was not as good as Revize. Reliable Service, Training is adequate, Photos work well on webpages, send out posts to social media. Setup had a few hiccups initially getting old website moved over to Revize. Some modules didn't transfer over. He recommended that we check all of the links and pages during initial setup. Support is on-line, must submit a request on-line. Revize has good flexibility for placing photos.					
	Conway, SC - Jeff Leveille - Almost 2 yrs. w/ Revize - Recommended Revize - Easy to manage, Interface is easy, Good technical support, don't mind making changes. Town doesn't post to social media from website. Revize was easy to work with.					
	Elkin, NC - Leslie Schlender - Still fairly new to them, Easy and straight forward - "No Hand Holding" - Trained for about 4 hours on how to maintain. They will set up initially, but afterwards you are responsible for the content. Be sure to edit content after setup. Can change colors on webpages. They do not send posts out to social media, but are going to look into it.					
	China Grove, NC - Patty Price - Switched to Revize and going with a custom website. The transition was very difficult. IT person had to help by giving Revize the links and pages from their CivicPlus website. Very time consuming. Revize is supportive, but not a "Hold Your Hand" kind of company. Once you commit a design you can't change it. They will only migrate 465 pages and 135 documents.					
	Grifton, NC - Mgr. Joe Johnson - Just building their website. He said Revize initially sent him a questionnaire and ask him to send them the links to the websites he likes. He mentioned Reidville - www.ci.reidsville.nc.us & Gaston County - www.gastongov.com - He said I could check back with him later to see how it was going. Bob Clark knows Mr. Johnson.					
	Edgecombe County - Tabatha Summerlin - Revize Is manual on the backside of website. Using Google Calendar. Lots of unused space on pages. - 5 Year Agreement - Need to know everything you have to do upfront, Have to pay for extra training, For Tabs on pages, you have to use numbers instead of typing in the name. They don't send posts out to social media. Make sure you discuss all setup items up front before committing.					

Website Features	MuniWeb - Laura Hoffman	Cost	Vision Internet - Trica Lease	Cost
ADA (508) Compliant/Visual/Hearing Impaired	Yes - ADA Compliant		Yes - Compliant with W3C, WCAG, and Section 508.	
4 Yr. Website Re-Design	Yes - Redesign after 4 years		Yes, offer to update website version on premium plans as it develops.	
Translations Available	Yes - Translations are available		Yes - Translations are available	
Automatically posts to Media	Have to go through steps to setup each post.		Have to go through steps to setup each post.	
Auto Fit Website to Mobile Devices	Yes		Yes - Tricia said it was easy to access on mobile devices	
Turn Around Time	16 Weeks		4 to 6 Months Timeline	
Staff Website Training	7 a.m. to 5:00 p.m. Support - 2 Hr. Response 24/7 Emergency - Training online. Email for 1 Hr. Emergency - Will do contents update if case of emergency but will be charged.		Provides training and support through webinars, and chatlines, and videos. Provides a project Manager	
Will help with changing Domain Name	Yes		Yes	
Accommodates iCompass	Yes, will transfer minutes prior to iCompass		Yes, will include 3rd party websites.	
Message Alert on Website	Yes - Banner Alert		Yes - Banner Alert	
Unlimited Storage Space (Docs/Photo/Etc.)	Up to 4GB of storage-\$20 for each 1 GB additional storage.		250G Storage on Premium - 50G on Standard plan.	

Website Features	MuniWeb - Laura Hoffman	Cost	Vision Internet - Trica Lease	Cost
Technical Support	Assigned project manager - go to person. Warranties one year and will address problems that arise during the first 12 months after completion of website.		24/7 Support, Person available from 6:00 a.m. - 6:00 p.m.	
Will Host Website	Yes			
Custom or Template Design	Custom & Template- Templates not very good.		Custom only	
Security	Battery Backup, Natural Gas powered Generator. OS Security always updated, Weekly penetration and security test, Weekly intrusion scans.		Yes, protected 99.9% up time - DDOS attack protected. - 90 Minutes Restoration	
About Company	Since 1997 - Small Company located in Troy, MI - Sites in Farmington, Cascade, Flushing, MI		Located in El Segundo, CA, 20 Years in business, 68 Employees, 700 websites for local government	

Website Features	MuniWeb - Laura Hoffman	Cost	Vision Internet - Trica Lease	Cost
Cost Proposal	MuniWeb Laura Hoffman		Vision Internet Trica Lease	
One Time Fee - 30% due upon design approval and balance due after website is deployed. Monthly Recurring - Includes hosting, software and hardware maintenance. Does not include website content updates. Begins after website is deployed (5% annual increase each year beginning year 5) Hosting on muniweb Servers - Up to 4 GB of storage; muniCMS software licensing and maintenance updates. Warranty, and Enhanced Package. Fourth Year Website Refresh - Graphic and Colors - Included with an additional three year hosting agreement No NC Websites found 5 Year Total:		\$6,400.00	Included Professional Services - 1st Year of visionLive FREE	\$11,262.00
		\$275.00	2nd Year of visionLive (Assumes Standard Edition)	\$11,262.00
		Included	3rd Year of visionLive (Assumes Standard Edition)	\$11,262.00
			4th Year of visionLive (Assumes Standard Edition)	\$11,262.00
			5th Year of visionLive (Assumes Standard Edition)	\$11,262.00
			5 Year Total:	\$56,310.00
Cost Proposal	MuniWeb Laura Hoffman		Vision Internet Trica Lease	



Town of Archer Lodge, North Carolina

To:

Kim Batten
Town of Archer Lodge
kim.batten@townofarcherlodge.com
919-359-9727

John McKown
President
Evo Studios, Inc.
jmckown@evogov.com
302.736.5515 x100

Proposal for:

Town of Archer Lodge

**Website Re-Design, Development, Implementation, CMS, and
Hosting Services**

Provided by:



Prepared For: Town of Archer Lodge Prepared By: John McKown President Prepared On: April 11, 2018	
Firm Name:	EvoGov, Inc.
Contact Person:	John McKown jmckown@evo.studio 855-386-4681 ext. 100
Federal Tax ID:	47-4542647
Address:	Evo Studios, Inc. P.O. Box 3614 Parker, CO 80134
Phone:	855-386-4681
Company Email:	sales@evo.studio
Company Website:	http://www.evogov.com (egov portfolio) http://www.evo.studio (corporation) http://www.evo.cloud (platform)
Proposal ID:	365592
Important Dates:	Proposal Dated: May 8, 2018 Expiration Date: June 1, 2018

Current Website Situation

Current Situation: Built Using WordPress

The Town of Archer Lodge is would like to redevelop their website to make it more attractive, easier to use and easier to manage using a purpose-built municipal Content Management System (CMS).

The Town of Archer Lodge's current website was built using Wordpress, which is a popular open-source blogging platform. The problem with using Wordpress to run a municipal website is that it requires many third-party plugin applications from various developers to add functionality to the website. This makes the website fragile, and can lead to the website being compromised.

Town of Archer Lodge's staff has done a great job of working with the WordPress for some time, but they would like to have the website professionally designed and hosted on a more stable and robust platform that will help them to better serve the community. A municipal CMS designed specifically for the needs of local governments will make the website more useful and reliable. The Town of Archer Lodge would also benefit greatly by having this updated website hosted on a municipal CMS platform that allows more than one department or user to manage their content in the website, without incurring additional web design fees.

A modern municipally-focused CMS will give the Town of Archer Lodge much more application functionality, such as; customer request tracking, a staff Intranet, online bill-pay functions, mapping, calendaring, and much more. This professional, custom-designed website will improve the brand and image of the city to reflect the unique heritage of the area, and will better serve the community and employees for years to come.

Benefits of replacing WordPress with a new CMS:

- **Group Level Security on Content** - Something that Wordpress can't do is enable departments to manage their own areas easily.
- **Remove Plugins** - What makes Wordpress insecure is the fact that you need many plugins from various vendors to add functionality to your website. All of our features are included without the need for plugins, making your website safer.
- **No Control Panel Software Required** - Wordpress requires use of control panel software to host it. This is usually controlled by companies like Godaddy.
- **Scalable Cloud Hosting** - CPanel servers that host Wordpress at GoDaddy and other hosts are typically not setup to scale as our cloud environment does. Control Panel software has limits for storage, bandwidth, etc. Our system includes unlimited users and storage.
- **Free SSL Encryption** - Your website will get a free SSL certificate as long as we host your website.
- **Easy To Create Sub-Sites** - We can setup additional websites using your new design for about \$10 per month. You can use these to host websites for events for small associations and non-profit organizations in your community.



Town of Archer Lodge

The Best Corner of the World

Search... [Search](#)

- [Home](#)
- [News](#)
- [Government](#)
- [Services](#) ▼
- [Local Info](#) ▼
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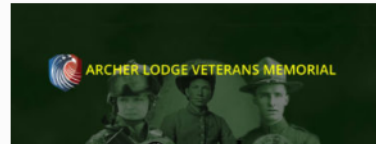
CivicWeb Portal



Local Info



Archer Lodge Veterans Memorial



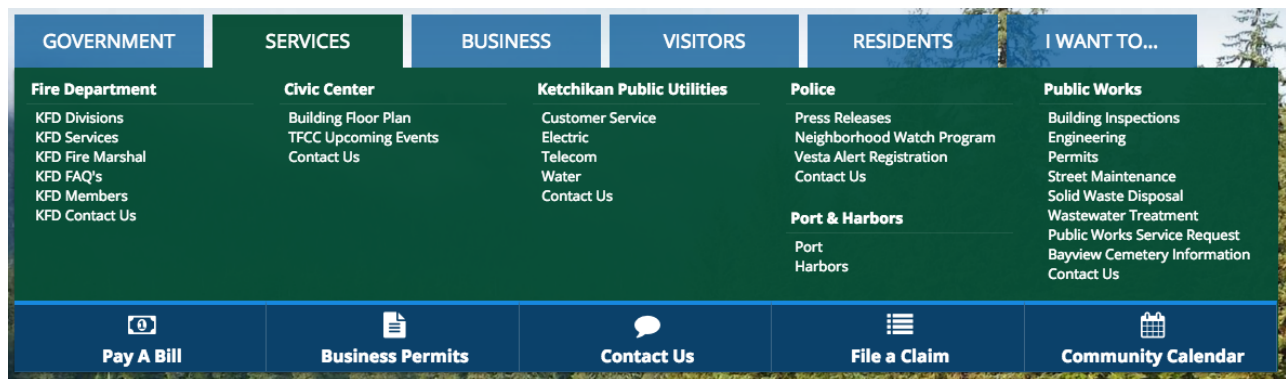
Current Website Challenges and Solutions

Existing Site Issues: Main Menu System is Inadequate

The current website has a traditional column-flyout menu system at the top of the website, and another menu that runs down the left side of the website. We would like to see the website have eight or so main selections that are based on AUDIENCES using the site, with action buttons married to those link panels. Long columns with flyouts have fallen out of fashion, because they are difficult to scan easily.

Solution: Implement a New Mega Menu System

Mega menus are a great solution to this problem. They are displayed with typically eight or fewer traditional main links across the top of the website, under the logo header. When visitors mouse-over one of the eight main link choices, a large link panel appears that is as wide as the entire website. Each "mega panel" has up to five columns of links, with headings. These menus are attractive, and they eliminate the need for multi-level flyouts. They also enable the content area to remain full-width. The menu below shows how multiple columns can be displayed at once in a mega menu, with action buttons married to the bottom of each panel.



Current Website Challenge – SSL Security

Most websites do not have SSL security by default. In other words, when you visit the website your domain name starts with "http". You can usually tell if a website is secure by the address starting with "https:" and a padlock appearing next to the site address at the top of the site.

Sites that are encrypted use SSL security certificates to encrypt content from the website visitor's computer to the server that is hosting the website. This prevents third parties from snooping on the data going back and forth.

In the past, SSL was really only used for ecommerce websites, banking websites, and sensitive online forms. With recent concern over online surveillance, it is becoming more commonplace to add SSL encryption to ALL websites, especially government websites. Google has even stated that they will rank websites higher that use SSL by default.

Currently, your website does not use SSL security by default.

Solution:

We will create SSL certificates and host them for ALL of your domain names that you host with us. This includes sub-domains and additional domain names that you might point to your website. We will install Amazon SSL certificates that use 2048 bit encryption, which is a very high level of encryption. This will make your website safer to use, and will help you to rank higher in Google for economic development benefits.

Current Challenge - PDF Forms Not Fillable or Automated

The current website has a large number of PDF forms that visitors can download and then need to print with a printer to complete. We offer several ways to automate the PDFs with our CMS. PDFs can be turned into fillable forms, that visitors can fill out electronically, and then email to your departments automatically. Another option is to use the web-based form builder, which then generates PDF files on the fly, which mimic your in-house form designs. We charge a small fee (\$100-\$400) per form, based on complexity to automate the PDF generation of these forms for you. As each person fills out the form, a PDF is sent to your departments that is completely filled out, and that form's data is also stored in a database that you can export to Microsoft Excel.

Current Site Challenge - Website Needs Interactive Maps

The current website does not include interactive maps for economic development, parks and recreation, municipal buildings, or other facilities. This makes it more difficult to learn about and find facilities. Economic development is also impacted because properties cannot be easily marketed using maps.

Solution:

Our CMS includes interactive mapping features and dedicated facilities pages for displaying your facilities. Here is a list of features that will be great for your new website:

- Google Maps integration is built-in with our CMS.
- Create layers in maps.
- Create pushpins on maps, which then link to Facilities Pages.
- Facilities pages include; photo galleries, directions, news, and events integration to each location.
- Draw boundaries on maps, outlining neighborhoods, parks, and other areas. (new for 2017).
- Draw lines on maps, and create custom maps for road construction and other uses (new for 2017).
- PostGIS geospatial database for storing map locations as native GIS data.
- Push-Pull from established GIS servers like ESRI (new for 2017).
- Create multiple maps for economic development, with their own combinations of layers:
 - business corridors
 - business parks
 - land for sale
 - businesses for sale
 - economic zones

No Content Versioning

The current website CMS does not offer versioning of content. This makes it too easy to accidentally overwrite content or delete content from the website. Most applications in the Evo Cloud platform include versioning. Design files and templates are also versioned, making it safer to update the website without fear. We will also provide a sandbox website (at no charge) to assist you in modifying your design without working on the live website files if you wish.

Existing Site Challenge - Emergency Alert System Missing

The current website has no easy way of implementing emergency alerts into the website.

Solution: Pre-Built Emergency Alert Systems

- Scrolling Alerts:
When the website is rebuilt, it should include a system for posting emergency alerts in real time. Our approach to this would be to create a scrolling message ticker that can be activated across the website with a single mouse click.
- Emergency Home Page Design
With our CMS, it is now possible to have more than one home page design, which enables you to have a

emergency home page design that is pre-built and easily deployed in case of an emergency. The emergency home page can include important safety information that is pre-programmed and ready to go. This could include slideshows and other important announcements that are normally hidden.

- Email Messaging Templates

It is possible to create templates for email messages, including emergency a

About Us

The EvoGov Story

We are a privately-held corporation incorporated as Delaware.Net, Inc. in Dover, Delaware in 1997. Our company began as a local and regional provider of design, hosting, and Internet-related solutions for businesses of all types. In the early 2000s we built our own datacenter and we created a software platform for building and hosting high-traffic websites. In 2008, we found great success in building websites for municipalities, large associations (i.e. the American Bar Association), and utility providers.

In 2010 we began a 5-year plan to focus our business mainly on municipalities. In 2012, we moved our hosting operation to a world-class datacenter to support our continued growth. In 2014 we expanded operations to include employees in Denver, CO and California. In 2016 we will move our corporate headquarters to new office in the greater Denver, Colorado area.

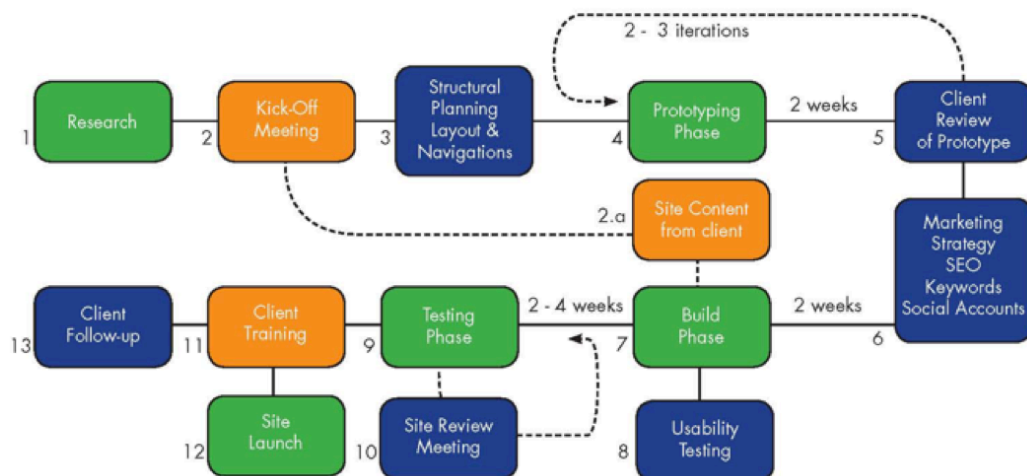
Design Methodology

Philosophy

Web technology is constantly evolving, and so to the techniques for building websites. Today's techniques for website development are very different than they were even four years ago. In our seventeen years in business, our process for planning, building, and maintaining large websites has constantly improved as we adhere to the latest standards and use the latest technologies.

Process

The experiences we have in building hundreds of high-performance websites have taught us a lot of lessons. Every project has challenges that must be overcome, but challenges and delays can be minimized with a formal project lifecycle plan, which you can see below.



Project Portal

Evogov employs a web-based project management and time tracking system that was built by our company, and that we sell commercially. If awarded your project, your website committee members will each get a login to the system. Once you log into the system, your team would have access to all notes, files, time entries, and files that are associated with your project. The system makes it easy to send us large files to be used in your project, without the need to send them as email attachments. This is one of the ways that we are able to keep projects moving along quickly.

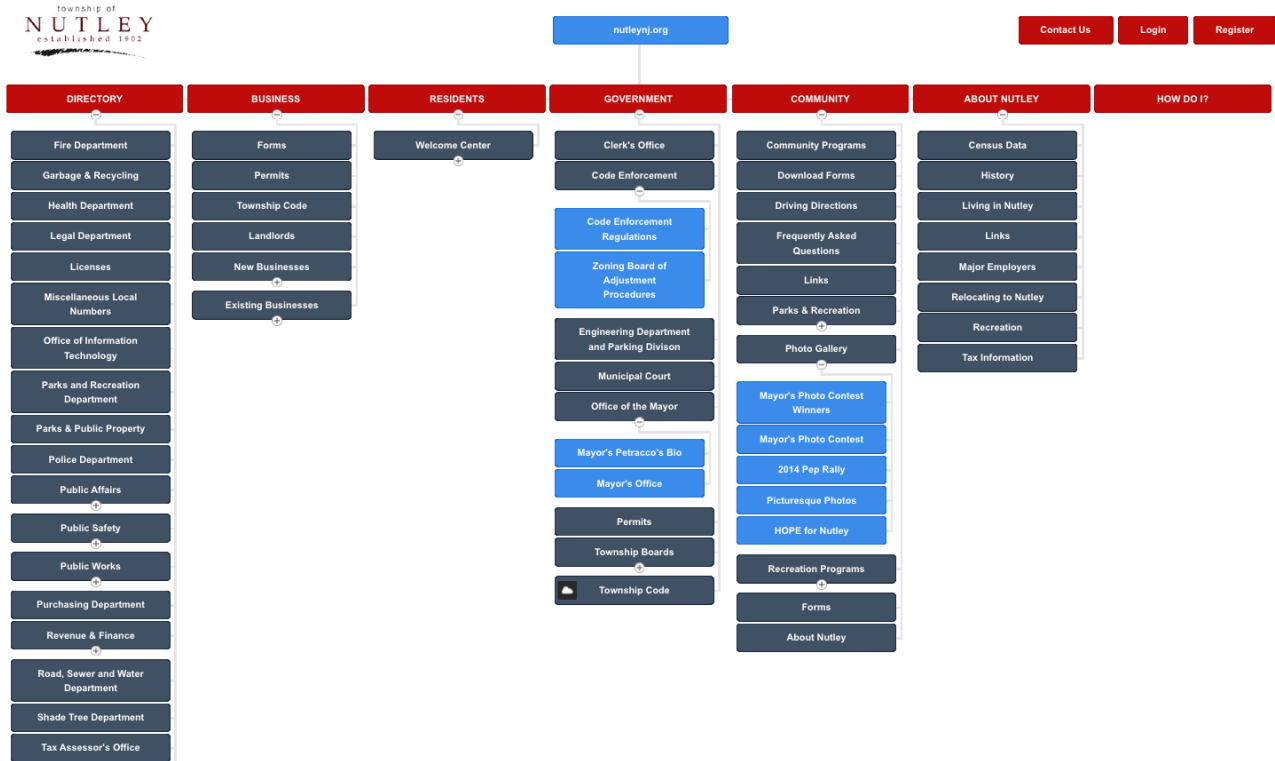
Development Methodology – Stages of Development

To ensure that the new website is everything that the municipality needs it to be, we have to look at WHY the current website is unattractive and not performing well. From our experience, we know why. Many design firms tend to create boxes on a screen, and fill them with content. This is how the current website was built. The result is a website that is made up of boxes, within boxes, within boxes, without regard to the overall interface design and usability for citizens. Our solution to this and other design problems is straightforward and proven. It is listed below.

1. **Interviews** – From the first kickoff meeting, interviews with the website stakeholders must take place to firm up the requirements, goals, and necessary content.
2. **Research** – The project cannot be built in a vacuum, so research must be performed to look at other municipal websites to make sure that important website features and strategies are not overlooked. Reports will be done against other websites to see how they are performing in terms of traffic and search engines.
3. **Wire framing** - Requirements are then prepared into a concept map (see below) to incorporate the site's structure, navigation menus, necessary content, audiences, and goals. Much like building a house, this map will serve as the blueprint that is necessary before construction will begin. The great thing about this approach is that it makes it easier to develop navigation systems that will make all content easy to reach in the website(s).
4. **Rough Drafts** – Rough sketches showing sample layouts of the website are created from the initial meetings, concept maps, research notes, and the supplied content. These sketches help to formulate a game plan for the design layout of the required prototypes. Working on paper and marker boards allows our team to work together to review the direction of the designs before work is done in Photoshop and Illustrator.
5. **Prototyping** – This is where the rubber meets the road for the design of the website. Drafts are used as inspiration for design prototypes, which are designed in Photoshop and Illustrator. Instead of working in code, designs are built with the interface in mind first.

Designing Your Site – Wireframe Planning

Wireframes are used to plan the navigations menus and how users will easily click through the website to get where they need to go. Wireframes are necessary for site planning before graphics can be finalized. Creating these navigation wireframes takes a significant amount of time, and can only be created after we are awarded a project. The example below is a portion of a wireframe from a recent project.



Responsive Website Design for Mobile and Tablets



All websites projects we build are now developed upon the most popular responsive framework named "bootstrap" (www.getbootstrap.com) and are fully responsive. What "responsive" means is that the full version of your site is available on any tablet or mobile device, regardless of the screen size and only one site is used, rather than different sites for each kind of device.

You will automatically receive a single, fully-responsive site that presents all of the content of your website on any platform or device. The responsive format is recommended by Google as the preferred solution and is completely seamless for the end-user.

Design Examples and References

Union County, Ohio - <http://www.co.union.oh.us/>

Contact

Wade Branstiter
E-Mail: wbranstiter@co.union.oh.us
Phone: (937) 645-3054
<http://www.co.union.oh.us/>

Work Performed

- Complete site overhaul
- Photo-rich design
- Mega menu navigation system
- CMS and application integration
- Mobile/responsive framework
- Live training of over 40 users.



City of Sandy, Oregon

The City of Sandy, Oregon

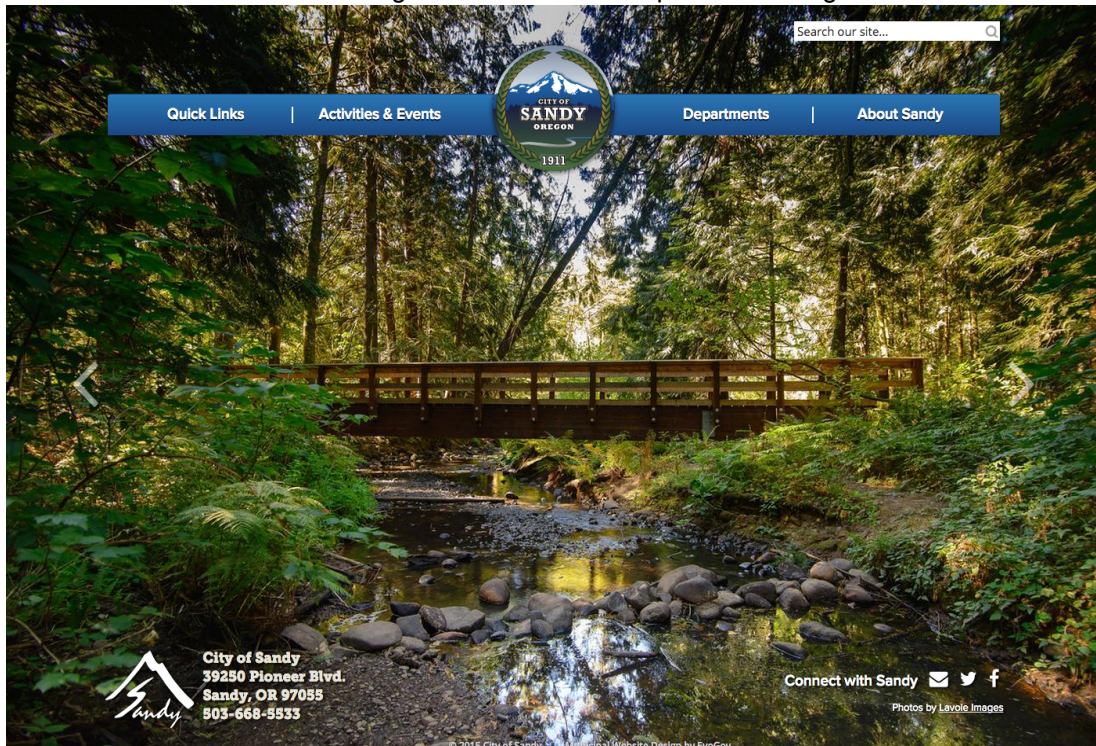
39250 Pioneer Blvd.
Sandy, OR 97055
503-668-5533

Website: <http://www.ci.sandy.or.us>

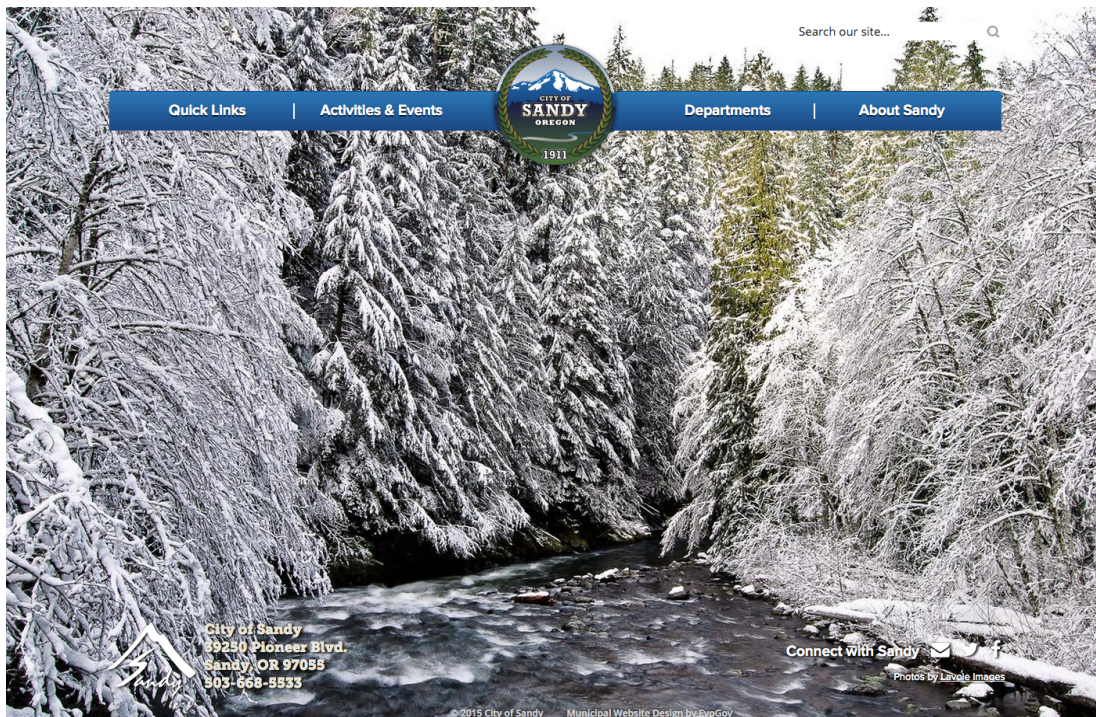
Work Performed

- Custom, photo-rich responsive design
- Full screen slideshow
- Responsive, mobile-friendly bootstrap framework
- Complete site overhaul
- Intranet and content management system
- Staff training

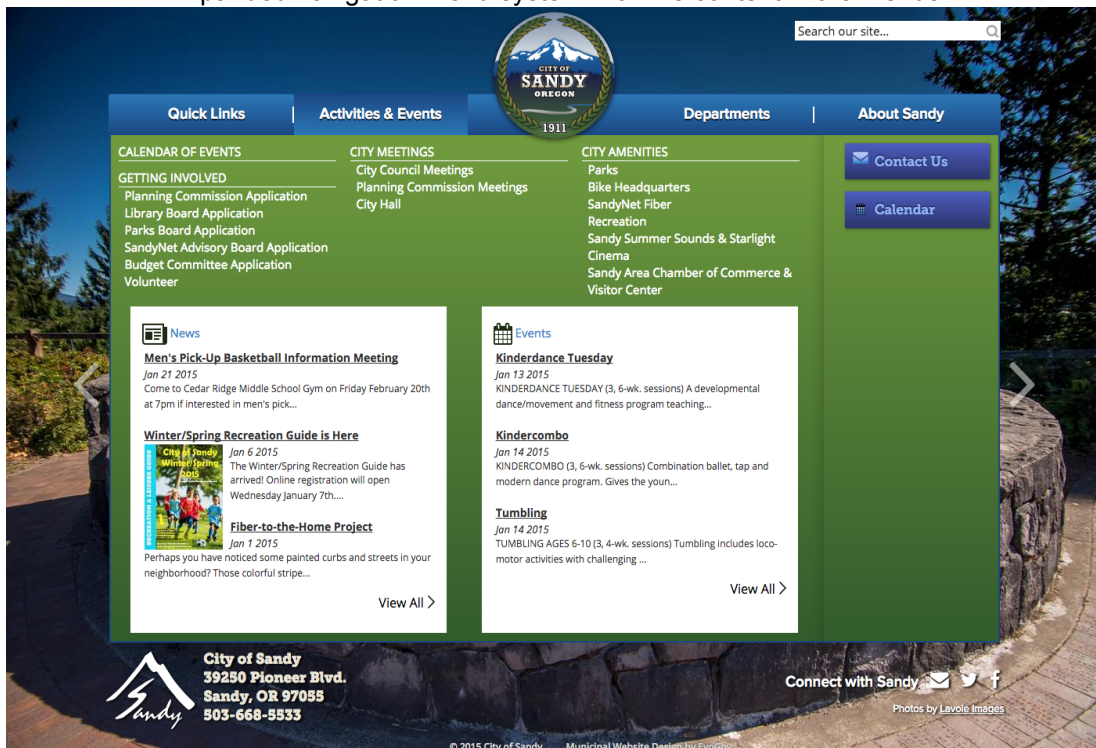
Photo-rich design with minimalistic expandable navigation



Alternating background images



Expanded navigation menu system with live content in the menus



Interactive Google Maps for Parks Department

[illegible]

19383 Pine Street
Sandy, OR 97055
[View Location](#)

City of Ocean City, NJ

The City of Ocean City New Jersey

861 Asbury Avenue
Ocean City, New Jersey 08226
Max Hurst
IT Department
Email: mhurst@ocnj.us
Phone: [\(609\) 525-9440](tel:6095259440)
Website: www.ocnj.us

Work Performed

- Complete site overhaul
- Intranet and Content Management System
- Off-site backup for financial system
- Email hosting
- On-site training

Updated responsive design - launching September 2015



Mega-menu navigation system with integrated action buttons and news areas



Welcome to

Ocean City

NEW JERSEY

Citizen Services
Government
Departments
Events
Recreation
Public Safety
Visitors

Citizen Leadership Form
Box Office and Concert Tickets
Employment Opportunities
OCTV
Pay Parking Ticket
Signup for Emergency Notification System

Beach Replenishment Project (South)
City Surplus Auctions
Frequently Asked Questions
Order Beach Tags
Pay Taxes Online
Trash and Recycle FAQ

Beach Wedding Permit Application
Community Links
Home Page
Order a Visitor's Guide
Signup for Email Alerts

Bid Opportunities & Results
City Ordinances Online
Flood Smart Program
Elevation Certificates
Community Rating System (CRS)
Flood Damage Questions
Benchmark Elevation Disc Set

Pay My Bill
Transportation
Be Prepared
Maps



eCity Services - Ocean City, New Jersey

This commission is to provide for the protection, development or use of natural resources including water resources within Ocean City. The board has the power to conduct research into the use and possible use of open land, including beaches, bays, inlet and ocean and coordinate activities of unofficial bodies organized for similar purposes. This commission is to provide for the protection, development or use of natural resources including water resources within Ocean City. The board has the power to conduct research into the use and possible use of open land, including beaches, bays, inlet and ocean and coordinate activities of unofficial bodies organized for similar purposes. [A Link for more information](#)



Mayor's Update - April 10, 2015

April 10, 2015 Dear Friends: Last night the New Jersey Department of Environmental Protection and the Army Corps of Engineers updated City Council on the South End beach replenishment project. The project is set to begin next week, and if everything goes well, is expected to be finished in early July. The dredge is presently on its way to Ocean City from Florida and equipment and piping has already been placed on the beach. Once th... [details](#)

Report a Concern
Mayor's Corner
Did You Know...
Alert Me
Meeting Calendar
Contact Us
City Hall
FAQs

The City of Ocean City, New Jersey, 861 Asbury Avenue, Ocean City, New Jersey 08226, 1 800-Beach-NJ, 609.399.6111

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Government Web Design by EvoGov

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Township of Nutley, New Jersey

Township of Nutley, New Jersey

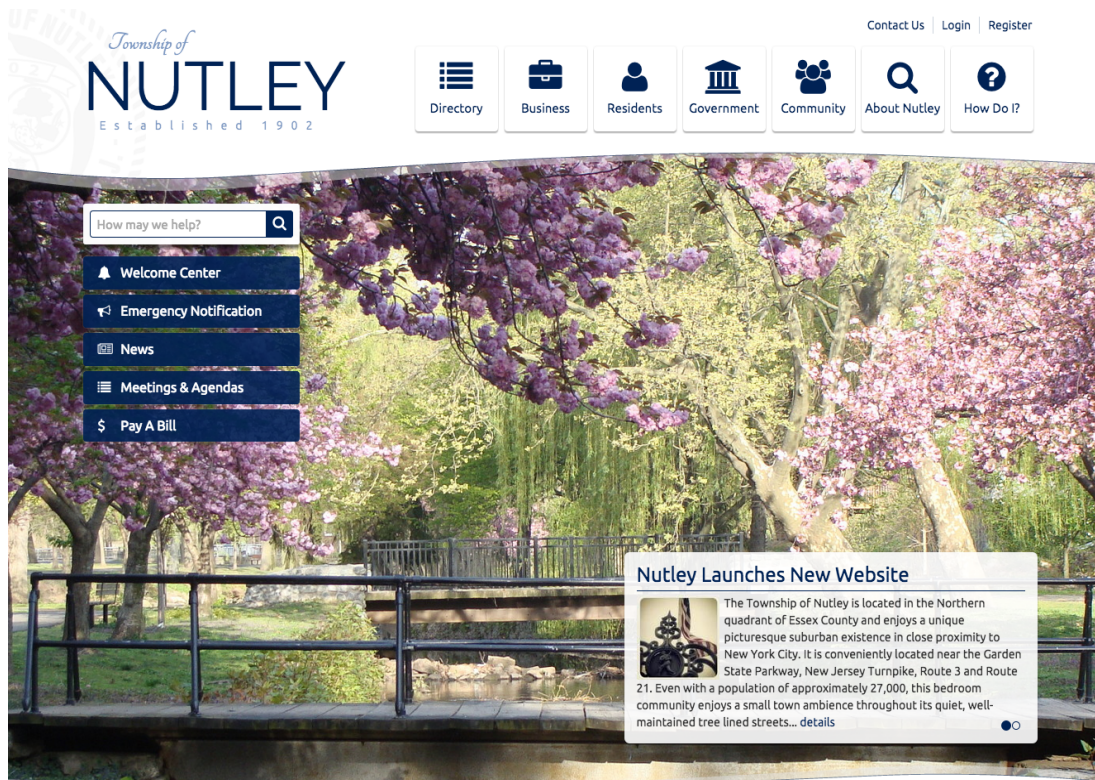
Contact:
Jason Kirk
jkirk@nutleynj.org
(973) 284-4951 x2113

Preview URL:
<https://nutley.evogov.com>

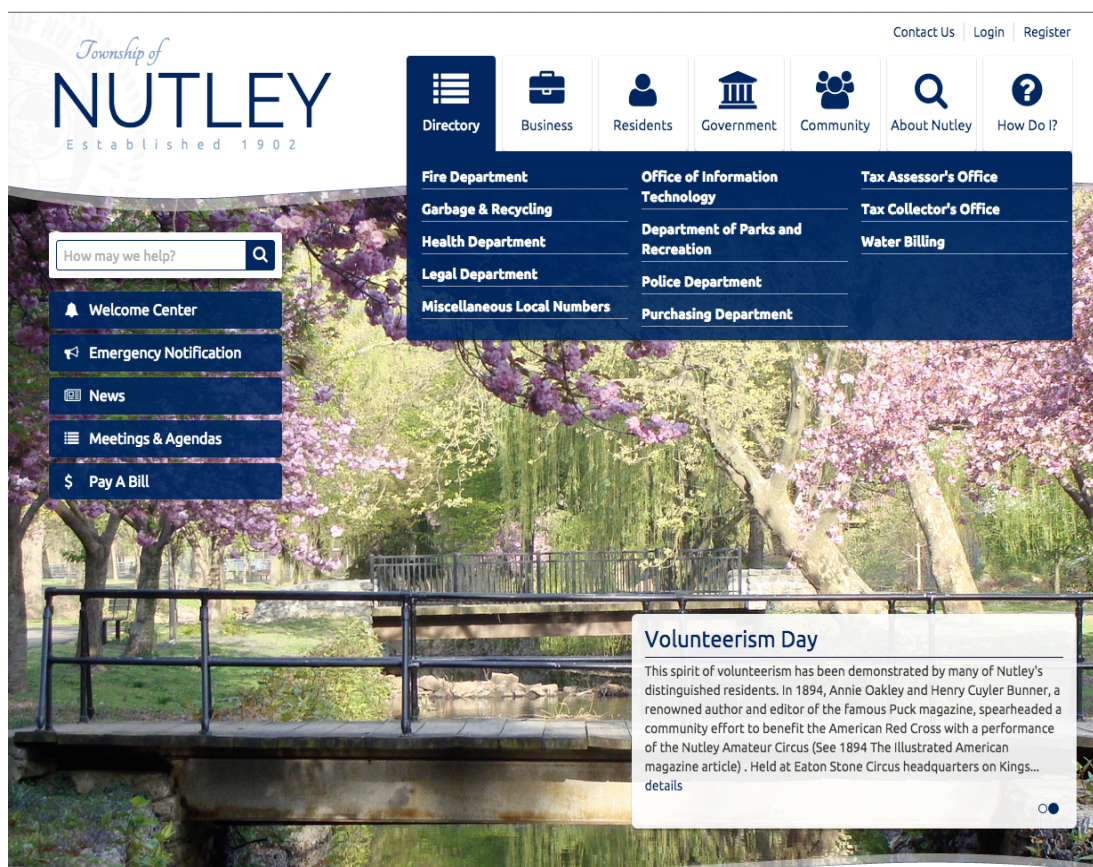
Work Performed

- Complete site overhaul
- Intranet and Content Management System
- Off-site backup for financial system
- Email hosting
- On-site training

Approved Concept for New Website



View showing mega menu system



1. Scope of Work

1.0 Scope of Work

The Development Services to be performed by the Developer on this project are limited to the scope of work set forth in paragraphs 1.1, 1.2, 1.3 and 1.4. Additions and changes to the scope of the project made by the Client will be billed as hourly work separate from this project. Developer will alert client when any work will result in an additional charge before the work is performed, and a change order will need to be signed for the additional work. Unless otherwise stated in the narrative of this proposal, all items requested and specified in the RFP should be considered part of this scope of work and therefore feature-complete for the purposes of comparison, and the capability of delivering a complete solution as requested.

1.1 Build and Implement a New Website Design

Develop a revised information flow chart

A flow chart will be developed to help plan the organization, navigation system, and content of the website. The wireframe will serve as a guide to assist with planning and organizing development of the design template.

Develop navigation menus

Developer will consult with Town of Archer Lodge to organize the navigation systems of the web site and to develop a site structure for organizing the site data. This organization step will be done to improve the

usability of the web site for site visitors. Website content (provided by the Client) will then be integrated into the new design of the web site when the site structure is complete.

Design custom graphic interfaces for the website

A website design prototype of the home page and one interior page will be created by the Developer and will be submitted for approval by the Client. The design concepts will initially be a flat image representing the new look of the website home page and interior pages. Developer provides up to three revisions to the initial design concept. Once the design has been approved, this design will be coded into the working web site. Developer will strive to use the latest web standards (such as CSS3 and HTML5), to build the web site.

Create contact lists and email forms

Developer will integrate a directory for the website listing points of contacts in their organization. Visitors will be able to send email from the contact lists to The Client's staff.

Migrate existing client content

Any written material, such as the store/history of the company, brochures, or other content which is provided by The Client will be useful for site visitors will be implemented into the website. Where necessary, Developer will recreate the graphics and data so that it is optimized for the web site and search engines. Content provided to The Developer should be digital (Word Documents, PDFs, etc.), and not hand-written or printed. The Client can add additional content to the website at any time on their own using the new Content Management System (CMS).

Mobile-Friendly Website

As part of this project, Developer will build responsive, mobile-friendly versions of the website using CSS templates for smartphones and tablets. This is not the same as an iOS (iPhone) or Android application, which would be distributed through the Apple App or Google Play Stores. By using mobile web standards, your website will work well on Android, iOS, and other smartphone browsers without the need to download and install separate applications. On few occasions, it is possible that certain types of interactive and graphic content, such as slideshows may be used on the desktop version, but not on the mobile site. This is purely due to their impact on the user experience and download speed limitations of mobile devices. Other than these limited instances, you can rest assured that any visitor to the site using any kind of device will still have the full set of options, features and content that are available. This is a distinct advantage to the majority of our competitors who are not utilizing responsive frameworks. The applications and mobile sites they create to "work around" using responsive design subsequently strips the site down to a bare minimum of functionality, then adding buttons which simply open up their non-mobile web site links in the device's browser. Another advantage you will gain from a responsive site is that managing the mobile-specific website content items or the various app store platform's applications, reviews, approvals and updates is eliminated.

Live Video Streaming and Video Integration

Developer will integrate a live video player from TikiLive.com, Ustream.tv, or other similar service that is obtained separately by Town. This will enable live video streaming of meetings onto the website.

Recorded Video and Audio Players

The EvoGov CMS comes with video and audio players built-in. Video files and audio files can be uploaded easily into the Media Library, then you can drag the media player into any page. There is also a dedicated YouTube button in our CMS Editor, which allows you to paste the URL of the video instead of requiring an embed code.

Interactive Photo Slideshow

Developer will create an animated slideshow that will be used in the design of the home page for added interactivity. The slideshow does not rely on Adobe Flash, which will allow the website to be viewed on Apple devices such as an iPhone and the iPad. The slideshows are controlled from within the CMS system, so that the Client may add new photos to the slide show and adjust the timing of the show. It is possible to have multiple slideshows in the website, and Developer will work with the client to add them where necessary.

1.2 Integrate the EvoCloud Content Management System

Developer will install the EvoGov CMS to enable management of the website's content. This system includes the ability to add pages, edit pages, upload images, upload files, and edit the website's navigation systems. An administration panel allows the Client's management staff to assign permissions to staff members for editing the site.

CMS FEATURE LIST

Security

- SSL Encryption Included Free
 - 2048 bit encryption SSL certificates from Amazon Web Services for all domains.
 - Same encryption level as online banking websites.
 - No need to purchase SSL certificates every year.
- User Security
 - Multi-Level Security Model
 - Applications, Groups, Departments, Roles, and Admin levels of access to permits users to edit only what they are supposed to.
 - User Groups and Draft-only options for control of who can post content.
- Non-Destructive Deletions
 - Data deleted in the system by users isn't physically deleted ever.
 - Administrators can reactivate deleted pages and data.
 - Ensures FOIA compliance.

Domains and Multiple Sites

Have multiple domain names? You can use them all with us easily.

The incredible flexibility that we give you with domain names, sub-sites, micro sites, SSL, and secure staff websites is unmatched.

Here is what you can do with EvoCloud:

- **Sub-Domains**
 - Example - Create Sub-Domains for departments; **police.yourcity.com** , **library.yourcity.com** , etc. Point those sub-domains at pages in your site.
- **Domain Redirects**
 - Example **yourcitypolice.com** points to the **/police** homepage in your website.
- **Sticky Domains - NEW AND GREAT!**
 - These are a bit harder to explain, but they are the greatest thing to happen to domains in a CMS!
 - Creates multiple websites with their own domains within one main website.
 - Merge multiple websites together into one platform, with multiple domain name and multiple designs, all in one platform.
 - Using the police department example from the two previous domain examples, here is what you can do:
 - **yourcitypolice.com** is pointed at **yourcity.com** in our admin.
 - The redirect is set to be "Sticky" in our admin. Sticky domains are a special type of redirect.
 - The target is chosen for this new Sticky domain, in this case it is the **/police** page in the CMS, which would be the police department home page.
 - The police department home page uses a custom design template.
 - The police home page and interior pages have their own custom design.
 - The police templates use their own menus, thus "trapping" the visitor in the police section of the city's website.

- To the end user, the **yourcitypolice.com** website is its own standalone website.
- NO ADDITIONAL HOSTING FEES.
- **Staff Intranet**
 - Included FREE with hosting of your Town website.
 - Complete Second Secure Website for your Staff
 - 2048 bit SSL security certificate for free.
 - Full CMS features.
 - LDAP Login capability - use your Windows login to gain access.

Web Page Builder / Editor

- Add unlimited pages to your website.
- Visual editor - No need to know HTML
- Drag and drop media management
- Unlimited Page Layouts
- Widget Manager for Drag-and-drop applications into pages
- Friendly URLs everywhere
- Multiple URLs per page - useful for tracking promotions, handling misspellings.
- Paste content from Microsoft Word.
- Search Engine Optimization (SEO) features.
- EVERY save is version controlled - system creates backups of every save to every page!
- Permissions down to the page level.
- HTML Code access to all pages for HTML experts.
- Delayed Publishing
- Page Expiration
- Layout Template Chooser - One-click template change per page and application

Evo Cloud Page Editor

EVO.CLOUD [Dashboard](#) / [Website](#) / [Pages](#) / [Edit a Page](#) Search

Edit a Page

[Mail](#) [Guided Tour](#) [Help](#) [View](#)

[Content](#) [Widgets](#) [Template](#) [SEO](#) [Social Media](#) [Versions](#) [Permissions](#)

Address:

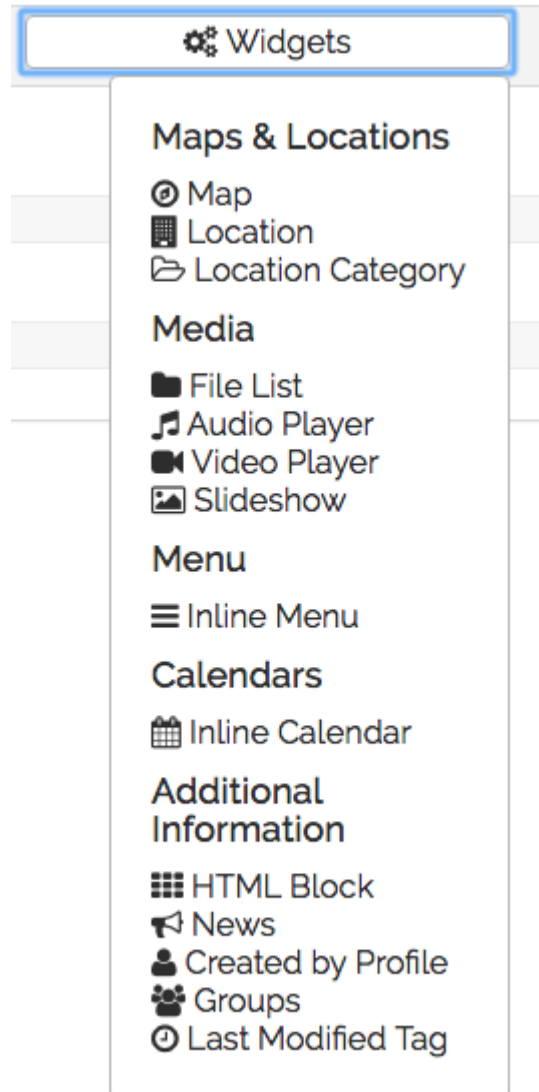
[Publishing](#) [Expiration](#) [Page Information](#)

*Title:

Alternate URL:

Source                                           

Menu for drag-and-drop applications



Media Library

File Manager for your Website

- Unlimited Files and Folders
- Multi-File Drag and Drop
- Real-time Image Editor
 - Resize (percentage or pixel sizes)
 - Crop
 - Flip
 - Restore (restores original file)
- Drag and Drop PDFs and any other file type
- Friendly Names on all files for file lists in pages
- Replace a file and all links in your website change automatically.
- Seachable PDFs and Office Documents
- Live previews

Carousel Slideshow Manager

- Drag photos into media library
- Custom sizes for slideshows
- Embed slideshows into any page
- Show or hide slideshow controls
- Responsive / Mobile slideshows
- Add titles and sub-titles to slides
- Add action buttons to slides
- Position action buttons in custom locations per slide
- Works with custom templates to add custom slideshows to department pages.

Social Media Integration

- Push to Social buttons on all content.
- Live Twitter Feed Embed
- Live Facebook Feed Embed

Videos

- Built-In Video Player with Playlists
- YouTube Embed feature in any content (Pages, FAQs, More).
- YouTube Channel Embed
- Video Live Meeting Streaming

Menus - Navigation Menus and Mega Menus

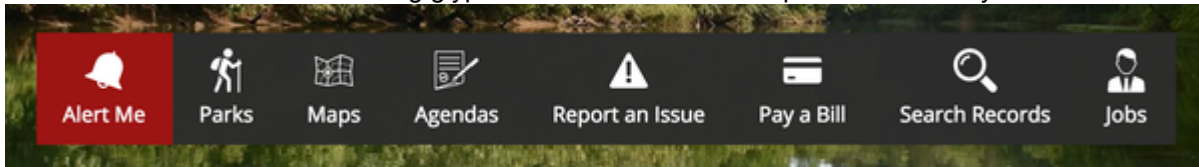
Manage links and navigation areas across your website easily.

- Mega Menu Builder (large Multi-Column Menus)
- Action Button Options for Mega Menus
- Side Menu Builder for Pages
- Custom Menus per section or department
- Action Button menus using Glyph Icons from our built-in Content Delivery Network (CDN) for code

Mega Menu with multiple columns and native action buttons on each panel



Action bar menu using glyph icons - over 5000 icons provided in our system



Calendars / Events / Meetings & Agendas

The calendar system in EvoCloud is robust.

- Unlimited calendars in your website.
- Setup calendars for groups, departments, committees, and boards with their own permissions.
- Clone events for up to a year with easy recurring event interface.
- Events are rich and allow multimedia - add images, file links, hyperlinks, videos, and more to your events.
- Special /Agendas and /Meetings interface built-on to show upcoming meetings with file attachments.
- Embed calendars anywhere in the site.
- List, Day, Week, Month, and Year views.
- Push-To-Home-Page feature for important events.
- Community Calendars enable event suggestions - Community groups can suggest events for your calendar that you can approve.
- ICal subscriptions - get notifications when new events are added to a calendar.
- RSS Feed Generator for calendars.

Dedicated meetings page showing upcoming meetings and the agendas, packets, and other files.

Meetings and Agendas

List View | Month View

Start Date: [Calendar Icon] End Date: [Calendar Icon] Search: [Input] Meeting Types: [Dropdown] Apply Filter: [Icon]

October 2016 << Prev Today Next >> Month Year

Date	Event	Event Types	Agenda(s)	Packet(s)	Minutes
October 11, 2016 06:00 PM	City Council Meeting	• City Council Meetings	• 2016.10.11 Agenda (With Staff Reports).pdf		
October 17, 2016 05:00 PM	Community Pride Committee Meeting	• Community Pride Committee	• 2016.10.17 Agenda CP.pdf		• 2016.09.19 Minutes CP.pdf
October 18, 2016 06:00 PM	Planning Commission Meeting	• Planning Commission Meetings	• 10.18.16 Agenda.pdf		
October 19, 2016 06:00 PM	Recreation and Parks Commission Meeting	• Recreation and Parks Commission	• BRovniPaznaC2016 10.19 Agenda RPC.pdf	• 2017FeeIncreaseMemoAdultBasketballandVolleyball.pdf • 2017FeeIncreaseMemoGoldBugPark.pdf	• 2016.09.21 Minutes RPC.pdf

News Postings / News Sliders

- Unlimited separate news areas
- Unlimited news postings
- Security on each news area
- Push-To-Home-Page option for important news.
- Multiple Display Options
 - Show news items in a paginated list.
 - Show news in a news slider box (great for home pages).
- Search engine for searching news.
- RSS Feed Generator for news areas

Home page showing the News Slider in the bottom left.



Google Maps, Map Layers, and Map Locations (Facilities)

- Master Map - A Global map is automatically generated for your website at the "/maps" address, showing all layers.
- Custom Maps - Generate custom maps with any combination of locations and layers you wish.
- Map Layers
 - Create map layers for office buildings, parking lots, parks, historic locations, there is no limit to the layers.
- Map Locations
 - Moveable pin locations, for places that don't have a street address.
 - Create individual Map Locations , creates a special landing page in the site for each Location.
 - Photo Gallery on each Location.
 - News items tied to that location are show.
 - Events tied to that location are shown.
 - Ability to link to a location, or embed it into a page.

Department Pages / Custom Page Layouts

- Create your own custom departmental home page and content page (interior page) layouts by department
- Create custom landing pages for departments, groups, committees, events, promotions, and more.
- Custom layouts and department pages can have their own domain names (no extra charge).
- Complete code access and versioning of updates right in the admin.
- Custom CSS, colors, fonts, scripts, and more right in the admin.
- Security per template.

HR Job Posting Manager

- Create Job Postings by Department
- Interfaces with the User Portal so that your customers can sign up for job posting alerts.
- Allows applications to apply online
- Uploaded resumes are stored.
- Database created of all applicants for each job.
- Export database to Excel in the admin.
- Automatic emails to multiple staff.

Emergency Alerts and Notifications

- Create scrolling alerts that appear across the top of your home page, an interior page, or across your entire site.
- Create pre-made mass emails for emergencies.
- Create emergency home page designs that can be deployed in seconds.
- Create pop-up messages for alerts.
- Create slideshows that can be shown or hidden if there is an emergency.
- Create an emergency menu system that has links to important public safety information.
- Communications Officer Interface coming in 2017 for sending mass text messages.

Analytics / Traffic Reports / Live Chat / Language Translation

- Traffic reports from Google Analytics and Clicky.com built in easily.
- Language Translation for many languages using Google Translate.
- Live chat options are available.

Customer (Citizen) Portal

All sites come with a Customer Portal, where your customer can create an account, log in, and sign up for services.

- Create an account
- Subscribe to Email Newsletter Topics
- Subscribe to Job Postings by Department
- Subscribe to Bid Notifications by Bid Category
- Submit Bids to the Bid System
- Update contact profile
- Manage RSS feeds

Bid System (NEW!)

- Create Bid Categories
- Create Bid Postings
- Track views on bids
- Turn on/off signup to view bids
- Track bid downloads
- Accept bids online securely
- Prevents staff from viewing bids early.
- All changes and additional files added to bids are mass e-mailed to all parties automatically
- Bid list is displayed in the website automatically

E-Notify Mass Email Newsletter System

Newsletter system comes built-into the platform

- Create and manage email newsletter topics.
- Opt-Out system
- Reports show how many people open the emails, without the need for a read receipt.
- Delivery of mass emails is billed separately at a rate of \$1 per 1000 emails sent.

Features in Development

- 311 System
- GIS Mapping
- Meeting Streaming / Recording
- Role-Based Systems

1.3 Integrate EvoBids and Evo311 (at no extra charges)

EvoBids Bid System

EvoGov, Inc. will include the EvoBids system at no additional cost for installation, and no additional hosting fees.

EvoBids is a complete bid posting and management system that enables you to:

- Post unlimited bids in your website.
- Create and manage bid categories.
- Vendors can sign up for bid notification emails by category.
- Bidder portal for managing subscriptions.
- Anti-fraud measures to keep bids private until the bid closing date is reached.
- Analytics built-in to track bid views, downloads, and bid submissions.
- Updates and new files posted to bids are sent to all bidders.
- Automatic Planholder List of bidders can be shown on the public website or hidden.

More information is online at <https://evogov.com/evobids>.

Evo311

Developer will integrate the new Evo311 system at no additional cost for installation, and no additional hosting fees when it becomes available (Q4 2015). Evo311 is the successor to our request tracking system, which includes the following features:

- Mobile website for posting complaints and suggestions to the 311 system.
- Written with the Open311.org standard, for interoperability with government software systems.
- Administration interface for staff.

More information is online at <https://evogov.com/evo311>.

1.4 Deliverables

Subject to timely payment, the deliverables described hereafter (the "Deliverables") will be provided to Client in final form upon completion of the tasks described in this Statement of Work. Preliminary or draft versions of these Deliverables will be made available to Client for review during the course of the Project.

The deliverables will include:

- Images (.jpg, .gif, .png files).
- Graphic source files (Adobe Photoshop, Illustrator, etc.).
- Database backup file, containing page content.
- Backup of images used in the website.
- CD ROM sent postal mail including content listed above.

2. Site Review, Maintenance and Training

2.1 Website Management Training

Training to manage the website using all of the included applications and systems is included free of charge. This training is limited to six (6) total hours of live, personal web training over the web. Live web training requires a phone, computer, and broadband Internet connection.

2.2 In-Person Live Training Option

In-person training at your office is available for a fee to cover our travel expenses. Some municipalities have special training requirements, and we are happy to quote a training session at your facilities.

2.3 Website Maintenance

EvoGov provides limited maintenance to your new website free of charge for thirty (30) days after your new website launches. The free changes to your website must not increase the scope of the original project. Additions to your web site, which are outside the scope of this contract, will be billed at the current hourly rate for a Delaware.Net web designer. As of the writing of this contract the current Delaware.Net hourly rate for web design work is \$85 per hour. These changes will be rounded to the nearest half-hour. Any changes will be made in an expedient manner. All hourly rates are subject to change without notice.

3. Service Fees (Hosting)

3.1 Monthly Service Fee

Hosting for the website and applications is provided at a flat fee of \$50 per month. We offer an annual discount if you pre-pay for a year of service. The annual service fee would be \$500 if you chose this option.

The service fee includes these software features and services;

- One website hosted on the Evo Cloud website management system (www.evo.cloud).
- EvoBids Bid Management system.
- HR Job Posting system.
- Customer Portal
- Email Newsletter System
- Staff Intranet under a separate domain name (typically staff.yourdomain.com).
- Additional services included in this fee include; data backups, live telephone phone support, and version upgrades to the on-demand applications.

3.2 Hosting Technical Specifications

The EvoGov CMS and its application modules are hosted at a world-class datacenter in Michigan at Liquid Web. The system runs on a secure, private cloud infrastructure. Data files (uploads and images) are stored on Amazon's Content Delivery Network for speed and redundancy. The database server that powers the website applications runs on Microsoft SQL Server Datacenter Edition. The system has daily integrated data backups, and is completely managed by our staff. You may take a virtual tour of the facility and read more at the [Liquid Web datacenter page](#).

3.3 Website Transferability

If you wish to change providers entirely and use another third party hosting company, then all databases, uploaded files, and design files will be provided to you at your request. The cost to provide this service would be billed hourly, and should take more than 3 hours at our standard hourly rates for website design (currently \$85). At this point you would have the site content, without the CMS application to run the site. This content

would then need to be rebuilt by you into an alternative CMS system, or static pages could be generated from the backups. Migrations to another software platform is not guaranteed. This cost can't be calculated easily, because it is affected by the amount of content in the site, the host it is being moved to, the CMS system selected, and many other factors. Graphic design and site layout files are provided as per section 5.0 below.

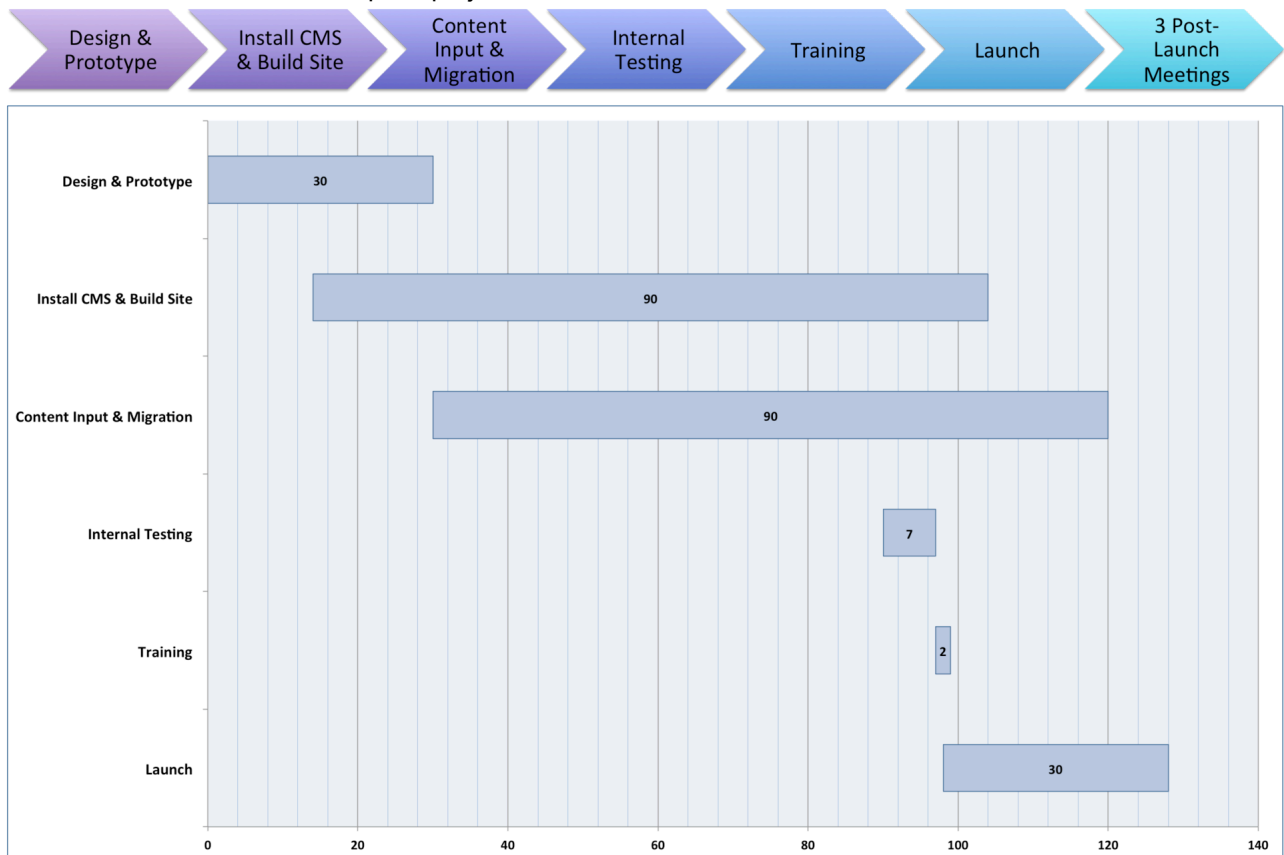
4. Project Timeline

Project Time Estimate

The total time to build this project should be no longer than twelve to fifteen weeks. Depending on the Client's response time, this total time to develop the website could be longer.

Typical timeline:

- Stage 1: Design - Develop a successful design prototype: 14-30 days.
- Stage 2: Build - Install applications and CMS system: 60-90 days. Input client content: 90 days.
- Stage 3: Internal Testing – 7 days.
- Stage 4: Launch – 14-30 days.
- Stage 5: Post-launch Follow-Up – Developer will meet with the Client by phone or in person at 30, 60, and 90 days after the launch of the website to ensure performance.
- Total estimated time to complete project: 12-15 weeks



5. Price and Payment

5.1 One-Time Development Fees

Developer is being hired on a fixed-price basis to perform the Services and provide the Deliverables described above. Any material change in the Services or Deliverables described above requires a written change order

signed by the parties to the Agreement. Such change order may include an adjustment to the price or delivery dates. The first payment installment is required to begin work.

Website Development Fees:

- Total Project Cost: \$4,500

Payment Terms:

Two payments will be invoiced at the following milestones.

- Initial Payment: \$3,000 - invoiced when work begins.
- Final Payment: \$1,500 - invoiced when scope of work in Exhibit A is complete, and training has been provided. Please note that the new website will only made live on the Internet after final payment has been received.

5.2 Recurring Service Fees

Website Hosting Fee:

- EvoGov CMS Hosting Package - \$50 per month, or \$500 annually if pre-paid.
- Website Content Management System (CMS)
- Access to Messaging Module (Mass email newsletter system)
- Help Desk Module
- Customer Portal
- Staff Intranet
- Bid and Project Management Module
- Free phone support and application upgrades

Potential Additional Fees:

- Mass email delivery Fee: \$1 per 1,000 emails sent.*

*The mass email delivery fee is charged only for broadcast newsletter emails that are sent from the newsletter module. This fee is required because we have to pay a third party vendor ([SendGrid.com](https://sendgrid.com)) to deliver bulk email messages quickly and reliably so that your messages are not blocked by email providers (like Gmail).

Competitive Advantages

Comparing us to other vendors?

We know who are competition is, what they provide, and how we compare. This benefits our customers because our solutions are very competitive and far superior. We compete with many other municipal web development organizations from across the country for the projects that we win. In fact we compete with as many as 25 other firms from across the USA to win a single project. Typically, when we make the final bid round, we find ourselves up against the same three or four national municipal web companies time after time. We welcome the competition, and we are selected over these other companies for a number of reasons for the projects we win.

The EvoGov Difference

Below are some of the benefits of choosing us that we hope you will consider when you compare our proposal to our competitors:

- **We offer a powerful, complete municipal Content Management System (CMS)** – Your staff will be able to manage website content easily. We have migrated sites from the competition to our CMS. To

adequately review a municipal web design company, you need to actually see under the hood and evaluate the CMS that they will be using to build your website. After all, you will be using it to manage your site once it is completed. Our CMS is much easier to use than our competitors' systems.

- **We always provide a custom design** – Other firms charge \$9800 for a basic template-based website, with no custom design work and limited features designed to generate revenue from additional services. All of our work is custom, so that you can get the best possible design for your money. A custom site, built for you, which will reflect the personality and unique nature of your municipality and be as easy for the community to use as it should be. And as stated previously, our system is feature-complete, meaning you are not handed something with limitations that will make managing your site a hassle or more expensive.
- **Honest, complete hosting pricing** – Hosting, phone support, maintenance of the platform, backup of data, and ALL of our applications are included in our flat monthly fee. This enables you to save as much as \$4500 annually over other providers. Beware of the “maintenance fees” and multi-year contracts, and other fee tricks which are nothing more than overpriced hosting agreements and basic tools designed to require more maintenance expenses to get the functionality you need.
- **No long-term contracts** - Our competitors tend to lock you into two or three year agreements. We offer monthly and annual hosting plans with no term. We also offer 10% off your hosting if you pre-pay for it annually. Payments for projects are broken up and invoiced at completion of milestones, so you are able to keep progress in check and pay after each milestone is passed.
- **All staff training is included**
Web-based training for all of your staff that will use the website is included with your proposal.
- **All-inclusive hosting package** – Other providers bill separately for interactive features (like a request tracking system). We include all of those applications and more for one, lower price.
 - True municipal Content Management System (CMS)
 - File manager, media library, agendas and minutes management, calendars, more.
 - Mass emailing system using SendGrid.com for sending mass emails.
 - Staff Intranet
 - Customer Portal
 - Help Request Tracking System (EvoTracker™)
 - Mass Emailing System (bulk delivery costs may apply)
- **REAL mobile and tablet websites** – when you look at the mobile sites offered by some of our competitors, they are pared-down versions of websites, or separate applications that don't show all of your content. Our mobile websites show the complete website, just reformatted for different screen sizes. Your proposal includes a tablet and mobile version of the website and is fully responsive. Not all mobile websites are created equal and managing several versions of the same site can be a costly challenge for an organization.
- **17 Years Experience** – We have been in business since 1997 building professional websites.

Next Steps

Important information to begin your project

LEGAL AGREEMENTS

We try to keep our sales proposals as brief as possible, so we send our legal agreements separately. Your attorney may also want to have some time to review our agreements, so please let us know if the terms of this proposal are agreeable, and then we can go ahead and send you the following legal agreements for your review:

- Development Agreement - This is our master services agreement that must be signed to begin work.
- Statement of Work - Detailed list of deliverables, which accompanies the Development Agreement.

- Exhibit A: Hosting Agreement - Information and specifications on our service fee.
- Exhibit B: Information Protection and Security - Information security section.

Agreements may be accepted digitally online, or downloaded, printed, signed and returned to us.

PAYMENTS

Once we are notified that we have been awarded a project, we begin setup work on your project. Please note, however, that design work, content migration, and software setup for your new website will not begin until we receive the initial project payment.

Avoiding Project Delays

Below are common payment circumstances that we have seen, which can delay a project.

- **Payments That Require Council Meeting Approval** - If each of our progress payment invoices require a monthly council meeting for approval, please plan in advance to include our milestone invoices in the council meeting agendas for payment. Your project will be delayed if we have to wait a month to have our invoices approved and then wait additional time for checks to be issued.
- **Payment Vouchers** - Some municipalities, notably New Jersey municipalities, require payment vouchers to issue payments. If you require vouchers signed by us to issue checks, please send us ALL FOUR payment vouchers to us as soon as possible. We will sign and return all of your vouchers to avoid delays on your project as it progresses.
- **Once-a-Month Payments** - If your billing department pays invoices only once per month, please let us know so that your invoices are scheduled in advance to avoid delays. Invoices are sent as deliverables and milestones are set. If there is a delay issuing payment at each stage the project will be delayed.
- **Final Payments** - Final payment is due when the site goes live. Your go-live date should be carefully planned and scheduled to ensure that all of your staff is trained, all content has been reviewed, quality testing has been completed, and final payment is "in the mail" before the site launches.

KICKOFF MEETING AND DESIGN COLLATERAL

When your project begins, we will schedule a kick-off meeting with your team to get the project started, and we will provide a content guide for your stakeholders at that time. Our content guide is proprietary, so we only offer that when the project is underway. Design of your new graphics only happens after we have the structure and content strategy worked out with your team.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (the "Agreement") dated as of May 8, 2018 (the "Effective Date"), is by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Drive, Parker, CO 80134 and its mailing address of PO Box 3641, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527 United States .

WHEREAS Vendor offers professional services for the design, development and implementation of Internet web sites (the "Website Development Services"); and

WHEREAS Vendor offers certain information technology hosting services (the "Hosting Services") and related software applications; and

WHEREAS Client desires to engage Vendor to provide to Client certain of such Website Development Services and Hosting Services (collectively, the "Services");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants and conditions set forth herein, Vendor and Client agree as follows:

1. Background; Definitions

1.1 Background.

(a) Website Design, Development, and Implementation. Vendor shall design, develop, and implement a new website (the "Website") for Client in accordance with the specifications set forth and described in the "Statement of Work" in section 2.

(b) Hosting Services and Related Software Applications License. Vendor shall provide the Hosting Services as set forth and described in the attached Appendix A (the "Hosting Services Solution Schedule" or "Solution Schedule") and Vendor grants to Client a license to access Vendor's software application server and to use certain software applications as set forth and described in the Solution Schedule.

(c) Information Protection and Security. Vendor shall perform the development and hosting of the Website in accordance with the attached Appendix B (the "Information Protection and Security").

1.2 Incorporation; Precedence. The terms and conditions of this Agreement shall be deemed to be incorporated into and to govern each and every Appendix and other attachment thereto and each and every Statement of Work and Solution Schedule that the Parties subsequently agree to as provided herein. If any provision of any Appendix, Solution Schedule or Statement of Work conflicts with provisions of this Agreement, the terms of the applicable Appendix, Solution Schedule or Statement of Work shall govern, solely to the extent of performance of that specific Appendix, Solution Schedule or Statement of Work.

1.3 Construction. As used herein, the term "Agreement" refers collectively to this Agreement and any Appendices, Statements of Work, Solution Schedules and other attachments thereto.

1.4 Definitions. In addition to any capitalized terms defined elsewhere in this Agreement, the following terms when capitalized shall have the meanings set forth in this Section 1.4:

- (a) "Website" shall mean the newly developed website that represents the Deliverables outlined in the Statement of Work, which includes the Vendor Tasks produced by the Vendor.
- (b) "Old Website" shall mean the existing Client website as it sits before redevelopment.
- (c) "Client System" shall mean collectively any Client system, network or process of Client that may be connected to or used in connection with the Vendor Network.
- (d) "Vendor Network" shall mean collectively any Vendor systems, networks and processes that may be incorporated into or a part of the Hosting Services.
- (e) "Software" shall mean collectively any proprietary software owned by Vendor that may be incorporated into a part of the Hosting Services. This Software includes; the Evo Cloud Website Management System and all of its applications (bids, hr job postings, newsletters, etc). For a list of applications and features, please visit www.evo.cloud.
- (f) "Dropbox" shall mean a website link (at www.dropbox.com) that is provided to the Client by the Vendor. This unique link enables the Client to upload digital files for use in the construction of the website.
- (g) "Client Content" shall mean all existing content from the old website that is valid, which will need to be migrated by the Vendor into the new website. Client Content also includes all new website that the Client provides via Dropbox.
- (h) "Client Website Team Members" shall mean Client individuals designated by the Client that will provide content to build the new website, and who will also provide approvals for accuracy and completeness of specific sections of the new website.
- (i) "Client Project Manager" shall mean the person assigned to the project by the Client who has the authority to offer approvals of the Statement of Work tasks, and Client payments to the Vendor when payment milestones are reached. The Client Project Manager is also the main point of contact for the Vendor if the Vendor has difficulty contacting the Client Website Team Members.
- (j) "Vendor Tasks" shall mean the work and items listed in the Statement of Work section that the Vendor must provide to complete the Project.
- (k) "Intranet" shall mean a secondary website that will be built by the Developer for the Client, which will be a password-protected staff-only website. This second website will use the same design look and feel as the public website, but it will have its own CMS and security system that requires a staff login to access it.
- "Client Responsibilities" shall mean all Client tasks, deadlines, and specific requirements listed in the Statement of Work section that the Client is responsible for to complete the project.

2. Statement of Work

Client Responsibilities:

1. Assign the Client Project Manager for the Vendor to interact with to complete the Vendor Tasks.
2. Provide at least three website URLs that the Client admires "Admire Sites", with a brief written summary explaining which design and content features the Client Website Team Members find appealing.

3. Provide a spreadsheet of staff members to be added to the Website so that they can eventually obtain training and login to manage the website.
4. Review the written summaries of Client Website Team Member interviews as delivered by Vendor and provide Vendor any additional information that Client deems relevant to Vendor's performance of the Services.
5. Review the written summary of research as delivered by Vendor.
6. Review the list of Client's points of contact and Website directory information as delivered by Vendor and provide Vendor with any additions and modifications.
7. Ensure that Client Website Team Members receive and use the stakeholder content guide to begin to gather and prepare content for their respective sections of the new Website.

2.2 Wire Framing

Tasks – Vendor Will:

1. Consult with Client at times mutually agreeable to the Parties to create a list of Website requirements based on Client comments from the kickoff meeting, Vendor's written summaries of Client Website Team Member interviews, Vendor's written summary of research into the websites of similar municipalities and any additional information provided by Client as a result of Client's Follow-up work as set forth and described in Component 1 of this Section 1.
2. Based on the list of Website requirements developed in consultation with Client, develop a wireframe flow chart that incorporates the Website's structure, navigation menus, necessary content, audiences and goals (the "Wireframe Flow Chart"). The Wireframe Flow Chart will serve as the blueprint for development of the rest of the Website. After completion of the wireframe flow chart, additional items may be added as the project is developed without additional expense to the Client.

Deliverables:

1. List of Website requirements developed in consultation with Client.
2. The Wireframe Flow Chart will be built online using a third party application. The link to the Wireframe Flow Chart will be provided to the Client Website Team.

Client Responsibilities:

1. Review the list of Website requirements as delivered by Vendor and provide Vendor with any additions or modifications.
2. Review the Wireframe Flow Chart as delivered by Vendor and provide to Vendor notice of either all additions or modifications, or Approval of the Wireframe Flow Chart as delivered.

2.3 Design Website Prototype

Tasks – Vendor will:

1. Develop a design prototype with custom graphics that represent options for the new look of the Website home page and interior pages.
2. Meet with the Client Project Manager to review and improve the design prototype through multiple iterations.

Deliverables:

1. Design files to be offered to Client as a downloadable file after design approval.

Client Responsibilities:

1. Review the design prototype(s) as delivered by Vendor.
2. Offer feedback on the design prototype(s) as delivered by Vendor, with steps necessary to gain approval.
3. After changes to the prototype meet the approval of the Client Website Team Members, the Client Project Manager will need to provide Vendor with written Approval that designates the selected design prototype as the Approved Design Prototype.
4. Most projects have a payment due once the design prototype is approved.

2.4 Build Website

Tasks – Vendor will:

1. Develop and code the Approved Design Prototype into a functional prototype Website and provide to Client instructions for Client to access the functional prototype Website over the Internet.
2. Test the website design layout files, scripts, and code to ensure that the new website will render properly in popular web browsers, including; Google Chrome, Internet Explorer 9+, Mozilla Firefox, and Apple Safari.

Deliverables:

1. Client access to a functional prototype Website based on the Approved Design Prototype.
2. One copy of each custom graphics file incorporated into the functional prototype Website, delivered to Client via U.S. Mail or similar means on a CD-ROM.

Client Responsibilities:

1. Access and review the functional prototype Website according to instructions as provided by Vendor.
2. Provide to Vendor either notice of requests for any additions or modifications to the functional prototype Website, or Approval of the functional prototype Website as delivered.

2.5 - Content Integration

Tasks – Vendor will:

1. Load existing and newly provided digital graphics, forms, and other data (collectively, the "Client Content") provided by Client via Dropbox so that the Client Content is appropriately formatted for the redesigned Website.

2. Develop an interactive animated photo slideshow (the "Slideshow") as a feature on the redesigned Website's home page and any other pages as reflected in the agreed-upon list of Website requirements.
3. Integrate all Client Content and the Slideshow into the functional prototype Website (the "Content-Integrated Prototype Website"). Client Website Team Members will be able to add additional content to the Website at any time using the new Content Management System (CMS) after training is provided.
4. Vendor will install and configure its CMS system to better manage the Website's content. This system includes the ability to add pages, edit pages, upload images, upload files, and edit the Website's navigation systems. An administration panel will allow Client's management or administration staff to assign permissions to staff members or administrators ("Client's Authorized Users") for editing the Website.

Deliverables:

1. Client access to the Content-Integrated Prototype Website.

Client Responsibilities:

1. **Client must provide all new Client Content within 90 days of the project start date.**
2. **Outdated content from the prior website that is not to be migrated must be identified by the Client within 60 days of the project start date.**
3. **All new website content, including but not limited to; new web page written content, linked files, images, forms, pdf files, map locations, department and staff information, must be provided digitally to the vendor using the provided Dropbox account. Faxed content and content provided on paper that is sent via postal mail will not be integrated into the website.**
4. Access and review the Content-Integrated Prototype Website as delivered by Vendor and provide to Vendor either notice of all requests for additions and modifications to the Content-Integrated Prototype Website, or Approval of the Content-Integrated Prototype Website as delivered.

2.6 - Integrate CMS and Website Applications

Tasks – Vendor Will:

1. Finalize the development of Client's redesigned Website by integrating the Software. The Content-Integrated Prototype Website integrated with the Vendor systems and other tools in this Task 1 of Component 7 will be the "Fully-functional Prototype Website."
2. Prepare initial login credentials for Client's Authorized Users and instructions and documentation for Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website as hosted by Vendor pursuant to the Hosting Services Solution Schedule attached to this Agreement as Appendix A.

Deliverables:

1. List of initial login credentials for Client's Authorized Users.
2. Instructions and documentation for Client's Authorized Users' access to, use and maintenance of the Fully-functional Prototype Website
3. Full integration of the Software.

Client Responsibilities:

1. Test the login credentials for Client's Authorized Users and provide to Vendor notice of any problems or defects with use of the login credentials.
2. Access and review the Fully-functional Prototype Website and provide to Vendor either notice of all requests for additions or modifications to the Fully-functional Prototype Website, or a written and signed Approval of the Fully-functional Prototype Website as delivered, such Approval to be delivered to Vendor via U.S. Mail or other similar means.

2.7 - Training and Initial Website Maintenance

Tasks – Vendor will:

1. Provide to Client at a time mutually agreeable to the Parties three (3) hours of training regarding management of the redesigned Website and use of the Evo Cloud Website Management System, Help desk module, email Newsletter System and Google Site Analytics (the "Initial Training"). Vendor will provide the Initial Training in one of the following formats, to be determined by Client in Client's sole discretion:
 - a. live training conducted over the Internet, provided that Client provides its own phone, computer and broadband Internet connection; or
 - b. live, personal training at Client's offices, provided that Client pay the cost of Vendor's reasonable travel expenses, such expenses to be approved in writing in advance by Client.
 - c. Upon conclusion of the Initial Training, activate the Fully-functional Prototype Website as the Internet-accessible Website (at such domain as directed by Client) pursuant to the "Hosting Services Solution Schedule" attached to the Agreement as Appendix A. The initial date of public accessibility of the fully-functional Website will be the "Go-Live Date" for purposes of this Agreement.
 - d. Provide maintenance of the redesigned Website as requested by Client, for a period of thirty (30) days from the date the Initial Training, provided that Vendor will not be obligated to perform additions or modifications that materially increase the scope of services as set forth and described in this SOW.

Deliverables:

1. The Initial Training, delivered as determined by Client.
2. Maintenance of the Website as requested by Client.

Client Responsibilities:

1. Provide to Vendor requests for maintenance of the Website.
2. Most projects have a payment due after Client Website Team Member training is completed.

3. Estimated Project Timeline

Vendor estimates the total time to complete the Vendor Tasks and to provide the Deliverables as set forth and described in Section 1 of this SOW to be no longer than twelve weeks from receipt of Initial Payment (as defined below). Any scheduling delays and/or scope changes outside of Vendor's control might affect the project timeline.

4. Price and Payment

Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in Section 2 of this SOW is on a fixed price basis of \$4,500 USD payable in two installments of \$3,000 and \$1,500 USD.

In consideration for Vendor's performance of the Vendor Tasks and provision of the Deliverables as set forth and described in this SOW, Client shall pay such fixed amount of \$4,500 within thirty (30) days undisputed invoiced amounts according to the following terms:

- A payment of \$3,000 USD (the "Initial Payment"), to be – invoiced not later than seven (7) days of the Effective Date of this SOW.
- A payment of \$1,500 USD, to be invoiced not sooner than the date of the website launching on the Internet.

5. Vendor Network

5.1 Use of Services. Client may utilize any of the Services made available to Client pursuant to a Solution Schedule that Client deems appropriate, provided that such use is in accordance with the terms and conditions of this Agreement and the applicable Solution Schedule.

5.2 Client Transaction Terms and Conditions. The specific terms and conditions regarding Client's (i) transactions with its customers and suppliers conducted through Vendor's Network, or (ii) receipt of services from its customers and suppliers arranged through Vendor's Network (e.g. pricing, warranties, indemnities, etc.) and established between Client and its supplier or customer. Client acknowledges that except for Vendor's obligations stated in this Agreement, Vendor takes no responsibility for the terms and conditions Client establishes with its end users and suppliers.

5.3 Transacting Parties. Client is solely responsible for selecting and designating the parties with which it will do business. Vendor shall have no responsibility for the services of Client or its end users, nor shall Vendor be responsible for compliance with the terms of any purchase order or other agreement that Client executes with end users or a supplier to which Vendor is not a party. Vendor is not a party to, or third party beneficiary of, any contract, express or implied, solely between Client and its end users and suppliers, nor is Vendor a guarantor of performance under such contract.

5.4. Modifications. Client acknowledges that Vendor may, without prior written approval, add, delete or modify some or all of the Services at any time, provided that any corrections, repairs, upgrades, new versions, fixes, and other modifications of the Services provided or performed by Vendor will in the aggregate improve and not decrease the functionality, performance and interoperability of the Services. Any such change shall be applicable to all Vendor users. Vendor agrees to promptly notify client in writing of all additions, deletions or modifications of services.

5.5 Malicious Intent. Client agrees not to knowingly tamper with the software or functionality of Vendor Network or the Services. Vendor agrees not to knowingly tamper with the software or functionality of the Client System.

5.6 Access. Vendor will, promptly upon request, provide Client and Client's auditors and inspectors with access to all Vendor records related to the Services during regular business hours for the purpose of performing audits or inspections of Vendor's compliance with the terms of this Agreement.

6. Privacy and Security

Vendor shall maintain appropriate security measures in connection with Vendor's Network, and Client shall maintain appropriate security measures in connection with the Vendor Network and when using the Software.

These security measures include (at a minimum);

1. creating significant password challenges to gain access to the servers and software that control the data that belongs to the Client.
2. managing access control to the Client's user accounts and passwords.
3. securing backup files from unauthorized staff members and users.
4. controlling password resets for Client's staff members.
5. Using SSL secured websites whenever possible and when connecting to our servers.
6. Never sharing or distributing any of Client's data with any third party.

Without limiting the foregoing, Client shall take reasonable security measures to protect any passwords or user IDs provided to Client for use with Vendor's Network from any unauthorized use and shall ensure that only the individual to whom the password and/or user ID is issued makes use of the same. In the event such individual no longer is employed by Client or otherwise no longer is authorized to make use of Vendor's Network on behalf of Client, Client shall notify Vendor of such fact. Client acknowledges that it is responsible for all transactions made by its agents, employees and representatives using such passwords and/or user IDs. Vendor's obligations regarding privacy are set forth in the Information Protection and Security Schedule attached to this Agreement as Appendix B (the "Information Protection and Security Schedule"), such Appendix B being incorporated into this Agreement by reference.

7. Fees; Taxes

7.1 Fees and Payment. In consideration for the Services, Client shall pay Vendor the fees and charges set forth in each Statement of Work and Solution Schedule. Except as such Statement of Work or Solution Schedule provides to the contrary, Client shall pay to Vendor any and all undisputed amounts for which Client is invoiced within thirty (30) days of Client's receipt of such invoice.

7.2 Taxes. Client shall, in addition to any other amounts payable under this Agreement, pay all sales, use and other taxes imposed by any governmental authority by reason of the transactions contemplated by this Agreement; provided, however, that Client shall not be liable for any personal property taxes, franchise taxes, corporate excise taxes, workers compensation or unemployment taxes, and income taxes levied upon Vendor.

7.3 Expenses. Subject to any fees set forth in the applicable Statement of Work or Solution Schedule, Client shall not be responsible for Vendor's travel and out-of-pocket expenses unless approved in advance in writing by Client and incurred by Vendor and its consultants in connection with the performance of an applicable Statement of Work or Solution Schedule.

7.4 Records and Audit. At all times, Vendor will (a) maintain complete and accurate records (“Records”) related to the Services provided by Vendor to Client hereunder, including records of all amounts billable to and payments made by Client, (b) retain such Records for a period of at least seven (7) full calendar years from the date of final payment for any such Materials and Services, and (c) promptly provide supporting documentation to Client concerning any disputed invoice within ten (10) days after Vendor’s receipt of written notification of such dispute from Client. Vendor shall permit Client and its representatives, upon reasonable advance notice, to inspect and audit, during normal business hours, Vendor’s Records. Should Client request an audit, Vendor will make available all pertinent Records to Client during normal business hours and at no additional charge. Such audit shall be conducted in a manner not to unreasonably interfere with Vendor’s security policies and procedures.

8. Term and Termination

8.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year from the go-live date of the Website, as described in the Statement of Work (the “Initial Term”).

This Agreement shall, upon the expiration of the applicable Initial Term or Renewal Term, automatically renew for successive periods of thirty (30) days each. Vendor will only charge Client the monthly equivalent of any recurrent fee charged in the most recently expired full twelve (12) month Renewal Term or Initial Term until such time as the Agreement is renewed or terminated. The Vendor may only terminate this Agreement effective at the end of the Initial Term or any Renewal Term, in writing, at least ninety (90) days before the end of the then-current Initial Term or Renewal Term. Upon termination of this Agreement either by the Client not renewing or by Termination for cause, all active Solution Schedules and uncompleted Statements of Work shall also be terminated unless otherwise agreed to in writing by Vendor and Client.

8.2 Termination Without Cause. Prior to completion of the Website Development Services as set forth and described in the Statement of Work, Client may terminate this Agreement without cause upon written notice to Vendor. In the event of termination without cause, Client agrees to pay Vendor all undisputed amounts for all Website Development Services performed up to the date of termination. Client will receive all work, as outlined in the Statement of Work, which has been completed up to the date of termination.

8.3 Termination for Cause. Either party may terminate a Statement of Work or Solution Schedule in the event that the other party materially breaches such Statement of Work or Solution Schedule, or this Agreement and does not cure such breach within ten (10) days after its receipt of notice from the non-breaching party. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.

If the project is terminated for cause, no remaining money will be owed to the Vendor for work that is not completed and already paid for. Work underway with remaining milestones that are not completed will not need to be paid for by the Client.

Work completed in the Statement of Work by the Vendor and has already been paid for by the Client is considered completed work at each of the milestone payments. Those payments are not refundable as this is completed work that is mutually agreed upon. These milestones are described below.

For smaller projects (under \$10,000 in development costs), those milestones are the following:

1. Good Faith Payment - initial payment to begin the project. This payment is refundable until kickoff meeting is held and project is underway.
2. Design Approval Progress Payment - This invoice is sent after the design is approved by the Client. Once the design is approved, then this payment will not be refunded and the design may not be altered in a major way that would required starting over with the design process.

3. **Site Training and Launch Final Payment** - The final invoice for smaller projects is sent after the site is launched.

For larger projects (over \$10,000), those milestones are the following:

1. **Good Faith Payment** - initial payment to begin the project. This payment is refundable until kickoff meeting is held and project is underway.
2. **Design Approval Progress Payment** - This invoice is sent after the design is approved by the Client. Once the design is approved, then this payment will not be refunded and the design may not be altered in a major way that would required starting over with the design process.
3. **Site Training and Launch Progress Payment** - This invoice is sent after the majority of the content has been migrated into the new site, and the Client's staff has been trained to manage the website.
4. **Site Launch Final Payment** - The final invoice for smaller projects is sent after the site is launched.

8.4 Survival. All provisions of this Agreement, and the Appendices incorporated by reference herein, relating to warranties, confidentiality obligations, proprietary rights, limitation of liability and indemnification obligations shall survive the termination or expiration of this Agreement, along with any other right and obligations which by their nature survive the termination or expiration of this Agreement. Upon termination of this Agreement, the Client is only responsible for those outstanding fees for services that have been provided, all confidentiality requirements in Section 7, and Indemnification requirements in Section 9, even if the Agreement is terminated by either party prior to natural termination of this Agreement as stated in Section 8.1 of this Agreement.

8.5 Transition Services. Vendor agrees that upon expiration or termination of this Agreement for any reason, Vendor will provide all necessary efforts and cooperation to ensure an orderly and efficient transition of the Website and Hosting Services to Client or another supplier designated by Client, including, without limitation, provision, within ten (10) days of such termination, returning to Client all of the Client Data as provided in Section 6.3 in the format in which it is kept for use with Vendor's Services. Client agrees to pay Vendor the Vendor's reasonable hourly rate for work performed for these services. Client agrees that the Vendor's intellectual property as provided in Appendix A, will not be provided in the Transition Services. Vendor makes no warranty for the success of the transition with a third party.

9. Intellectual Property and Domain Name

9.1 Grant of License and Ownership. Vendor has licensed to Client certain intellectual property for use in connection with the Services that is the subject of a certain license agreement that is included in the Solutions Schedule attached hereto as Appendix A and incorporated herein by reference. Except for Vendor's rights in its proprietary software licensed to Client as provided in Appendix A, Vendor hereby irrevocably assigns to Client, immediately upon creation, all right, title, and interest in any intellectual property created or developed by Vendor for Client under this Agreement, including, without limitation, the Website and all content of the Website.

9.2 Trademarks, Trade Names, and Service Marks. Client and Vendor each acknowledge and agree that all trademarks, trade names or service marks (the "Marks") of one party are and shall remain the sole property of such party. Vendor and Client agree to not infringe or violate copyright and other intellectual property rights of third parties.

9.3 Client Data. Vendor acknowledges and agrees that all Client Data (including, but not limited to text, files, media, and website graphics) entered by or on behalf of Client into the Vendor's Network is and will remain

the sole property of Client. All screens, graphics, domain names, content, and data are the copyright of Client. Vendor does not retain any rights to use any materials, such as screenshots or personalized buttons, logos, and graphics, without prior written consent by Client.

9.4 Domain Name. The Client shall maintain copyright of their domain name and any other alternate domain names related to the Client. The Client agrees that it shall be responsible for the registry and renewal of such domains prior to expiry.

10. Confidentiality

10.1. Client acknowledges that the Software and other data on Vendor's application server embodies logic, design and coding methodology that constitute valuable confidential information that is proprietary to Vendor. Client will safeguard the right to access the Software and other software installed on Vendor's application server using the same standard of care that Client uses for its own confidential materials. Furthermore, Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all times exercising at least a commercially reasonable degree of care in the protection of such confidential information) and further agrees not to use or disclose confidential information of the other party except to the extent necessary to perform its obligations or exercise rights under this Agreement. All confidential, non-public information one party receives from the other party, including Town Data (as Town's confidential information) and the Software (as confidential information of Vendor) are to be held in strictest confidence and shall not be used or disclosed to any party except those of employees and individual independent contractors of a party who are bound in writing to substantially similar obligations of confidentiality and have a need to know in order to perform or exercise rights under this Agreement.

10.2 Obligations under this Section do not apply to Software or data that: (i) is or becomes, through no act or failure to act on the part of the recipient of such Software or data, generally known or available; (ii) is known by the recipient at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the recipient by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the recipient as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the discloser of such Software or data. Further notwithstanding the foregoing, disclosure of Software or data will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary. Vendor and Client mutually acknowledge that the Client is obligated to make certain information publicly available, including; proposals, contracts, financial transactions with Vendor, work provided, and other information regarding the project itself. The parties agree that this disclosed information will not include Vendor's proprietary software source code or intellectual property.

11. Representations and Warranties and Disclaimer

11.1 Authority. Each party represents and warrants that (i) it has the full power and authority to enter into this Agreement, and (ii) the execution of this Agreement by it and the performance of its obligations hereunder do not violate any other agreement by which it is bound.

11.2 Vendor. Vendor represents and warrants that: (i) it is the sole owner of or otherwise has the right to use Vendor's Marks and any data supplied to Client by Vendor; (ii) it has all the necessary equipment, and it is staffed and administratively supported in a manner sufficient, to properly fulfill Vendor's obligations hereunder; (iii) it will perform the Services in a diligent, first-class, timely, technically competent and professional manner

and in accordance with each Statement of Work, Solution Schedule and other written representations of Vendor, and within industry standards and that all materials provided by Vendor, if any, will not contain any: (a) content that contains false advertising or constitutes unfair trade or deceptive practices, or that could damage, negatively affect the reputation of, embarrass or libel Client; (b) content that does or may infringe any intellectual property right or any other right of any third party, including, without limitation, copyright, patent, trademark, domain name, moral rights, mask work rights, shop rights, rights of publicity and privacy, misappropriation or infringement of ideas or rights (including, without limitation, literary, dramatic, artistic or other property rights), and first amendment rights; (c) content that is or may be inaccurate, false, incomplete, patently offensive, illegal, pornographic, obscene or potentially dangerous or harmful in any way (collectively, the "Offending Material"); and (d) virus, backdoor or other malware that would damage or permit unauthorized access to any Client System; and (iv) any software that Vendor licenses to Client will substantially conform to and under normal use operate according to the documentation and manuals that Vendor provides to Client for such software.

11.3 Vendor Performance. Vendor warrants that the Services will be provided in a workmanlike manner, and will perform in conformity with generally prevailing industry standards. In addition, Vendor warrants that all Services will be original and use of the Services by the Client will not infringe the intellectual property rights of any third party. Vendor agrees to indemnify, defend and hold harmless Client, Client's website team members, and Client's permitted users, for, from and against any and all losses, liabilities, damages, demands, claims, costs, payments and expenses (including any and all reasonable attorney's fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties) as incurred, arising out of, or in connection with any claim, investigation, action, proceeding, allegation or demand made against Client, Client's website team members or any of its permitted users arising out of or relating to the Services infringing or misappropriating any copyright, patent, trademark, trade secret or other form of proprietary right of any third party or breaching or tortiously interfering with any license, sublicense, covenant or contract with any third party. This indemnification provision shall survive termination or expiration of this Agreement.

11.4 Client. Client warrants and represents that to the best of its knowledge it is the rightful owner or licensee of all content that it may provide to Vendor for implementation on the Website.

11.5 Privacy and Security. Vendor warrants that it will at all times provide and maintain up-to-date security for the Services, Vendor's physical facilities and Vendor's Network to prevent unauthorized access or "hacking" to the Service, and Client's Data. Vendor shall provide security for Vendor's Network and all related connections consistent with commercially available standards. Vendor acknowledges and agrees that Client's Data transmitted over the Services is proprietary and confidential to Client. Vendor further warrants that it will respect the privacy of Client's data transferred over the Services and that Vendor will under no circumstances (except to the extent necessary to provide the Services pursuant to this Agreement) access Client's Data or information sent via Vendor's Network without the prior written consent of Client. Vendor shall bind its third-party agents and its service providers to privacy and security obligations consistent with this section with respect to Client's Data.

11.6 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, VENDOR'S NETWORK, THE INFORMATION OFFERED THROUGH VENDOR'S NETWORK, OR ANY TRANSACTIONS THAT MAY BE CONDUCTED BY CLIENT THROUGH VENDOR'S NETWORK, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

12. Indemnification

12.1 Client. To the extent permitted by NC law, Client shall indemnify, defend and hold harmless Vendor, its officers, affiliates, directors, equity holders, agents and employees from any damages, liability, judgments or costs (including reasonable attorneys' fees) arising out of or in connection with any third party claim, demand, cause of action or suit brought against Vendor to the extent based upon: (i) any false, misleading, inaccurate or erroneous data provided to Vendor by Client; (ii) a dispute between Client and its customer or supplier concerning a Transaction or Transactions, to the extent not resulting from any breach of this Agreement by Vendor or any act or omission of Vendor; (iii) Client's misuse or failure to protect the passwords and/or user IDs provided to Client for use with Vendor's Network; (iv) infringement of third-party intellectual property rights by materials, equipment or software that Client provides to Vendor and (v) Client's gross negligence or willful misconduct. Vendor may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by Vendor.

12.2 Vendor. Vendor shall indemnify, defend and hold harmless Client, its officers, affiliates, directors, management, agents, administrators and employees from any damages, liability, judgments or costs (including reasonable attorney fees) arising out of or in connection with any third party claim, demand, cause of action or suit brought against Client based upon: (i) Vendor's wrongful termination of this Agreement, (ii) unauthorized use of Client's Marks provided to Vendor; (iii) any actual or alleged infringement, misappropriation or violation of any intellectual property or proprietary right of any third party by the Services or any deliverables provided by Vendor, or arising from or related to the use by Client of the Services or any deliverables provided by Vendor; (iv) a violation of Vendor's obligations under this Agreement related to confidentiality (section 10) or privacy and security (section 6) and (iv) Vendor's negligence or willful misconduct. Client may, at its discretion and at its own expense, assist in the defense of any indemnified claim through counsel selected by Client.

12.3 Procedures. The indemnified party shall promptly notify the indemnifying party of any claims subject to this Section 9. The indemnified party further agrees to give the indemnifying party reasonable non-monetary assistance at the indemnifying party's sole cost and expense (such assistance does not require, and is without, waiver of any attorney/Client, work product, or other privilege). Any delay in notice of a claim by the indemnified party to the indemnifying party will relieve the indemnifying party of its duties under this Section 9 solely to the extent that the defense of the claim is prejudiced by the delay. The indemnifying party will not settle any claim without the prior written approval of the indemnified party unless the sole obligation of the indemnified party under the settlement is payment of a cash amount that is fully paid by the indemnifying party.

13. Limitation of Liability

13.1 Except for a party's indemnification obligations (or a breach thereof), any breach of Section 10 (Confidentiality), any breach of Section 6 (Privacy and Security), or a party's negligence or willful misconduct, or for any claims for bodily injury, death or damage to real or tangible personal property (all of the foregoing, collectively, "Excluded Claims"), neither party shall be liable to the other for any special, indirect, incidental, punitive or consequential damages (including without limitation for lost profits, revenues or data, even if that party has been advised of the possibility of such damages), arising out of or in connection with this Agreement, the Services or the use of or connection to Vendor's Network.

13.2 Except for Excluded Claims, in no event shall Client's aggregate liability in connection with this Agreement exceed the greater of: (a) the total fees due from Client under the Hosting Services Solution Schedule.

13.3 Except for Excluded Claims, in no event shall Vendor's aggregate liability in any single contract year in connection with this Agreement exceed the greater of: (a) the total fees due from Client in the twelve (12) months preceding the events giving rise to the claim or (b) \$500.

13.4 Nothing in this Agreement shall act as a waiver of the Client's tort liability limitations or immunities contained in any applicable law or regulation.

14. Miscellaneous

14.1 Relationship of the Parties. The performance by Vendor of its duties and obligations under this Agreement will be that of an independent contractor, and no agency, partnership, joint venture, employer-employee or other similar relationship between Vendor and Client is intended or created by this Agreement, any ancillary agreements or use of Vendor's Network or the Services.

14.2 Employee Solicitation/Hiring. During the period of this Agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

14.3 Non-assignment. Neither party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

14.4 Choice of Law. All claims arising out of or relating to this Agreement, or the breach thereof, shall be subject to the law of the State of NC.

14.5 Severability. If any provision of this Agreement is held to be unenforceable or invalid, in whole or in part, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14.6 Force Majeure. Neither party shall be considered in default in the performance of any obligation hereunder to the extent that the performance of such obligation is prevented or delayed by a Force Majeure Event, which is defined as an event beyond a party's reasonable control, including, but not limited to fire, flood, explosion, strike (except for a strike by a party's employees), war, terrorism, insurrection, embargo, government requirement, act of civil or military authority, act of God, or any similar event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. Notwithstanding the foregoing, Vendor shall not be excused from performance of the Services by a force majeure event to the extent that compliance with Vendor's disaster recovery plan and security obligations under this Agreement will avoid any such nonperformance.

14.7 No Waiver. A party's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of such provision or right. The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

14.8 Course of Conduct. Neither the course of conduct between Client and Vendor nor trade practice shall act to modify any provision of this Agreement.

14.9 Changes in Project Scope. Client requests for changes beyond the project scope that are not explicitly addressed in the applicable Statement of Work or Services Schedule require a change order or a new Statement of Work or Services Schedule. No change order or any request for change in any Scope of Work or Services Schedule shall be valid unless authorized in writing and in advance by an authorized representative of the Client. Upon receipt of a change order request from Client, Vendor will alert Client in writing if the change order request will result in an additional fee, or a change in the project schedule. Vendor and Client may agree to terms for additional Services governed by the terms and conditions of this Agreement by executing a change order or a new Statement of Work or Solution Schedule that expressly references and incorporates this Agreement. Client will not be responsible to pay Vendor for any Services not specifically authorized by a change order, Statement of Work or Solution Schedule.

14.10 Headings. The headings used in this Agreement are intended for convenience only. They are not a part of the written understanding between the parties, and they shall not affect the construction and interpretation thereof.

14.11 Publicity and Use of Name. If Client or Vendor wishes to issue a press release containing the other party's name or any additional information regarding the other party, the other party shall be permitted to review and make reasonable revisions to the content of such press release and may withhold its consent for any or no reason. Except for the foregoing, neither party may publicly use the other party's name, trademarks or logos without the other party's prior written consent.

To Vendor:	To Client:
Evo Studios, Inc.	Town of Archer Lodge
PO Box 3614	14094 Buffalo Road
Parker, CO 80134	Clayton, NC 27527
Facsimile: 303-536-5096	United States
Attn: John McKown, President	919-359-9727
	www.townofarcherlodge.com

14.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original hereof but all of which together shall constitute one agreement. The parties agree that signatures transmitted electronically, whether sent via facsimile or as attached files (e.g., .PDF), shall be acceptable to bind the parties and shall not in any way affect this Agreement's validity. The parties intend to confirm any electronically transmitted signatures by exchanging ink-signed originals, but the failure to do so shall not affect this Agreement's validity in any way.

14.13 Savings. Client's failure to perform any of its responsibilities set forth in any Statement of Work or Solution Schedule (other than for non-payment of undisputed amounts) will not be deemed to be grounds for termination of this Agreement by Vendor. Vendor's nonperformance of its obligations under this Agreement will be excused (or, if practicable, the time period within which Vendor may perform an obligation shall be extended) if and solely to the extent: (i) Vendor's failure to perform, or failure to timely perform, an obligation results from Client's failure to perform or failure to timely perform its responsibilities; (ii) Vendor provides Client with prompt and reasonably detailed notice of Client's nonperformance and reasonable opportunity to cure; and (iii) Vendor uses commercially reasonable efforts to perform its duties notwithstanding Client's failure to perform.

14.14 Entire Agreement. This Agreement together with Appendix A - Hosting Services Solution Schedule, and Appendix B - Information Protection and Security herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes and replaces any and all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. This Agreement will not be superseded by any click-through, browse-through, web-incorporated, shrink-wrap or other agreement not signed by hand by authorized officers of Client and Vendor, and any click-through, browse-through, shrink-wrap or other unsigned agreement will be of no effect regardless of any process or action of acceptance necessary to bypass the unsigned agreement. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

Signatures

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or representatives as of the Effective Date.

VENDOR: Evo Studios, Inc.	Client: Town of Archer Lodge
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Name: John McKown Title: President	Name: _____ Title: _____

APPENDIX A - HOSTING SERVICES AND SOLUTIONS SCHEDULE

THIS HOSTING SERVICES AND SOLUTIONS SCHEDULE ("Hosting Services and Solutions" or "Appendix A"), effective as of May 8, 2018 (the "Effective Date"), is made by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Drive, Parker CO 80134 and its mailing address of PO Box 3614, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527

United States , (each a "Party", and together the "Parties") under the Master Services Agreement ("Agreement") between the Parties dated May 8, 2018 which is hereby incorporated. Capitalized terms used but not defined in this Appendix A will have the meanings given to them in the Master Services Agreement. This Appendix A sets forth the information protection and security measures that Vendor agrees to undertake with respect to the Services it is providing under the Master Services Agreement to which this Appendix A is attached.

1. Grant of License

Subject to the terms and conditions herein, Vendor agrees to and hereby grants Client a worldwide, non-transferable, non-sublicensable, nonexclusive license to (i) access, use and execute the Evo Cloud Website Management System (the "Software") on Licensor's application server over the Internet, and (ii) transmit data related to Client's use of the Software over the Internet. Vendor agrees to provide Client with access to and a reasonable number of copies of documentation and manuals for the Software. More information about this platform can be found online at www.evo.cloud.

2. Use and Access

A. Subject to the restrictions on use as set forth herein, Vendor shall provide Client's officers, managers, employees, agents, administrators and contractors (the "Authorized Users") access to the Software and Vendor's application server for the purposes of hosting Client's Website for general access over the Internet, Client's access to use of the Software to manage the content of Client's Website and for Client's internal business operations. Client's use of and access to Vendor's application server and the Software will be continual on a 24 hours per day basis except for interruptions by reason of scheduled maintenance, such interruptions not to limit the accessibility or functionality of Client's Website or Client's access to and use of Vendor's application server and the Software more than one tenth of one percent (.1%) of the time (measured in minutes) on a rolling three month basis, and such scheduled maintenance to take place during the hours of 11 pm to 5 am, Eastern Standard Time. Vendor will give Client at least seventy-two (72) hours' notice of any scheduled maintenance.

B. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Client. Client may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Client agrees to use the Software in a manner that complies with all applicable laws. Vendor expressly reserves all rights in the Software not expressly granted to Client herein.

C. Client will make reasonable efforts to not: (i) transmit or share identification or password codes to persons other than Authorized Users (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the software through a single identification or password code being made available to multiple users on a network.

D. Vendor will provide an unlimited amount of server storage space (Website Storage) on the application server for Client to use for storage of data for use in connection with the Software, with the following restrictions;

- The Website Storage is to be used solely by the Client for the hosting of images, documents, forms, PDFs, and other website files that are linked from the Website for the sole purpose of providing hyperlinked content within the website for website visitors.
- The storage space is intended for the Client's use only, and is not to be used to host files for third parties.
- The Website Storage is not to be used by the Client as an archiving system for backups of their in-house computer files or server files of any type.
- The Website Storage is not to be used for large archives of optically scanned documents (i.e. TIFF format images).
- The Website Storage is not to be used for large, compressed zip file backups of other websites, database backups, or backups of any large files that are not served directly within the website.

E. Vendor will provide regular version upgrades to the Software applications at no additional cost to Client.

3. Price and Payment for Recurring Website Hosting Fees

A. Vendor shall send to Client monthly invoices for fees for the license of the Software and access to Licensor's application server: A monthly hosting fee of one hundred and fifty dollars (\$150), to be first invoiced no sooner than the Go-Live Date as set forth in Section 2 Statement of Work to the Agreement (the "Hosting Start Date"). This includes, without limitation: hosting of the Website, The Software, as well as data backups, live telephone phone support, and version upgrades to the on-demand applications. Rather than monthly invoicing, Client may choose to pay hosting fees on an annual basis, at a rate of five hundred dollars (\$500).

B. Vendor may increase its monthly hosting fee for any Renewal Term upon notice to Client at least one hundred and twenty (120) days prior to commencement of the Renewal Term, provided that Vendor may not increase its fees by a percentage of the previous Initial Term's or Renewal Term's (as the case may be) fees greater than the lesser of: (a) three percent (3%); or (b) the last recorded annual percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Department of Labor's Bureau of Labor Statistics (or any successor U.S. government agency).

4. Hosting Technical Support

A. Vendor will supply telephone support regarding use of the Software to Client on a reasonable and necessary basis during normal weekday business hours, excluding legal holidays. Additionally, Vendor will, if necessary, provide reasonable support to Client through electronic and/or written correspondence.

B. Vendor will supply software coding updates to ensure that the hosted website maintains compatibility with major web browsers, including; Google Chrome, Internet Explorer, Apple Safari, and Mozilla Firefox. These updates are included with the Hosting Services.

5. Term, Renewal and Termination of Recurring Hosting Services

Client may choose to subscribe to their Website Hosting services in either a month-to-month (monthly term) or a discounted annual pre-paid term (annual term).

Beginning of Hosting Term

When the work outlined in the Statement of Work in the Master Services Agreement is completed, and the

website is approved to be launched by the Client, then Hosting Services shall commence on the Hosting Start Date and continue until termination or expiration of the chosen website hosting term.

Termination Notice

Client may terminate the Hosting Services with thirty (30) days notice to Vendor at any time.

Refunds

Pre-paid annual term payments are not refundable if the Client decides to terminate hosting before the expiration of the annual term. Monthly term refunds are pro-rated using the anniversary day (billing day of the month) of the hosting account in the Vendor's billing system.

Annual Hosting Term Renewal

If the Client selects an annual hosting term, the annual term does not automatically renew for another year at its expiration. At the annual term expiration date, the Client will then have the option to pay for another one-year term, or have their hosting term changed to a monthly term. The Vendor's billing system will send an invoice for an additional term that matches the last term paid for, but again, this does not obligate the Client to another one year term.

Transfer of Website

Should Client decide to change hosting providers entirely and use another third party hosting company, then all uploaded files and design files will be provided at Client's request. The cost to provide this service would be billed hourly, and should take no more than three (3) hours at Vendor's standard hourly rates for website design (currently \$85). Vendor acknowledges that Client retains ownership the site content (including, but not limited to data, files, media, and website designs). Client hereby acknowledges that the Evo Cloud CMS application (www.evo.cloud) that runs the Website on the Vendor's Network is not transferable to a third party network. Client recognizes that some applications and content may not transfer, and would need to be rebuilt to make them active in an alternative CMS system. Vendor does not guarantee the successful migration of the entire Website to a competing web hosting software platform.

6. Technical Hosting Specifications

The software and hosting technology behind the applications is complex, and is described in detail here: <https://evogov.com/technology>. In short, the Software is hosted on Amazon Web Services (www.amazon.com/aws/) using a combination of many of Amazon's cloud services. This environment is stable, secure, and scalable for the future. Because of the automatic scaling of the application environment, the Website will not use a static IP address for hosting. Information on how the Client's domain name will point to the New Website is listed here: <https://www.evogov.com/dns>. Software features are described <http://www.evo.cloud>.

7. Email Delivery Fees

Vendor's messaging module is built into the Software, which can be used by Client to send out mass emails. The email delivery service uses a third party provider (SendGrid.com) to send out large batches of emails quickly and reliably. Vendor pays a monthly fee for this service based on the total quantity of emails sent for each of our customers. Vendor does not charge Client for emails sent from the Software for routine alerts, help desk reminders, or other back-office functions. However, mass emails sent from the Software by the Client using the newsletter system are billable at a rate of one dollar (\$1) per one thousand (1000) emails sent. This amount is invoiced by the Vendor to the Client each month, and is not included in the Hosting Fee.

8. Business Continuity Remedies

Definition:

An unwanted incident that threatens Vendor's business operations, personnel, buildings, systems, or operational procedures which requires special measures to be taken to restore things back to normal.

Vendor Guarantees:

Vendor hereby guarantees that should the Vendor cease to continue business operations permanently, all website code (including proprietary application code) and data (including, but not limited to files, media, and website designs) that are required to run the Client's new website will be provided to the Client in a timely manner so that the website can be migrated quickly and with minimum downtime to another hosting provider. This data will be transmitted digitally over the Internet from the Vendor to the Client, or to a service provider that the Client chooses. Vendor does not warranty the migration of the site or data should this happen, and shall not be expected to perform the work necessary to migrate the website for the Client free of charge. Vendor will make a best effort to assist the Client in choosing an alternative solution if this happens.

APPENDIX B - INFORMATION PROTECTION AND SECURITY

THIS INFORMATION PROTECTION AND SECURITY ("Information Protection and Security" or "Appendix B"), effective as of May 8, 2018 (the "Effective Date"), is made by and between Evo Studios, Inc. ("Vendor"), with its address of incorporation as 13969 Yellow Tip Dr., Parker CO 80134, and its mailing address of PO Box 3614, Parker CO 80134, and Town of Archer Lodge ("Client"), with offices at 14094 Buffalo Road Clayton, NC 27527

United States , (each a "Party", and together the "Parties") under the Master Services Agreement ("Agreement") between the Parties dated May 8, 2018 which is hereby incorporated. Capitalized terms used but not defined in this Appendix B will have the meanings given to them in the Master Services Agreement. This Appendix B sets forth the information protection and security measures that Vendor agrees to undertake with respect to the Services it is providing under the Master Services Agreement to which this Appendix B is attached.

1. Ownership and Use of Client Information

Vendor acknowledges and agrees that as between Vendor and Client, Client exclusively owns all rights, title and interest in and to any information collected, created, arranged or stored by Vendor for Client under the Agreement by, through, in or on the Services, including, without limitation, any information it collects from End Users of any Client web site built or hosted by Vendor, including but not limited to the Website (collectively, "Client Information"). Vendor agrees that its access to any Client Information will be for the limited purpose of complying with its obligations under the Agreement and that Vendor may not use Client Information for any other purpose. Vendor may not modify the Client Information, merge it with other data, commercially exploit it, disclose it, provide access to it, or do anything that may in any manner adversely affect the integrity, security or confidentiality of the Client Information, other than as expressly directed by Client in writing. Vendor agrees that it may not contact any person identified in Client Information, except as required by the Agreement. Vendor will not collect any form of information from people, including, without limitation, employment candidates, unless that form of information is pre-approved in writing by Client. Vendor will at all times perform its obligations under this Agreement in such a manner as not to cause Client to be in violation of applicable privacy or security laws, rules or regulations. All Client Information will be stored only by Vendor and only within the United States of America, unless otherwise authorized in advance and in writing by an officer of Client.

2. Security Requirements

Vendor will maintain security precautions for Client's Information consistent with industry standards, including, without limitation:

- (a) complying with the Payment Card Industry Data Security Standard if credit or debit card transactions will be processed through the Services;
- (b) ensuring that any system that contains, transmits or accesses Client's Information is protected against information security failures, whether the failures originate within Vendor or externally;
- (c) monitoring, via commercially available intrusion detection products, all physical storage and electronic systems for security failures twenty-four (24) hours per day, seven (7) days per week and three hundred and sixty-five (365) days per year. Vendor will install all patches, fixes, upgrades, updates and new versions of the software used to perform the monitoring.

- (d) maintaining the security incident response process set forth in Section 3 of this Appendix B to initiate and manage immediate corrective action for any Security Incident (defined in Section 3 below) ;
- (e) ensuring that access to Client's Information is password protected and only given to select Vendor employees that are assigned to support or maintain Client Information;
- (f) ensuring that there are no default passwords that will allow access to Client's Information and limiting the number of people with system administrator access;
- (g) ensuring that in the event any Vendor employee is terminated or no longer works in the same position for Vendor, that employee's password is deactivated;
- (h) ensuring that access to all of Client Information is encrypted using at least 2048-bit SSL technology (or higher if industry standard changes) during any transmission over the internet and while residing in any electronic storage device;
- (i) promptly installing all patches, fixes, upgrades, updates and new versions of any security software Vendor employs;
- (j) immediately cooperating with any request by Client to preserve, return, transfer or destroy any Client Information; and
- (k) collecting, securing and maintaining any Client Information collected or stored by Vendor in accordance with laws governing the collection, use or storage of that information.

3. Prompt Responses to a Security Incident

If Vendor discovers that an unauthorized use, violation, compromise or breach of security (electronic or physical) involving or related to any Client Information has occurred, whether the incident originates within Vendor or externally ("Security Incident"), Vendor will (a) within one (8) hours notify The Client (with written e-mail or facsimile confirmation); (b) use continuous, commercially reasonable efforts to correct the problem within that period, or, if that is not feasible, within the appropriate time period as determined with Client; (c) provide Client with interim and final written reports as Client requires; (d) document the security incident in a detailed incident response log. In the event of any Security Incident, Client, at its option, may immediately conduct a security assessment in accordance with Section 6 below or terminate this Agreement immediately upon notice, at no cost or liability to Client. In addition, Vendor will comply and cooperate with any requests made by Client to help Client protect Client Information and reduce its liability and as necessary to comply with applicable laws. Such termination shall occur as of the date specified in Client's notice to Vendor.

4. Security Vulnerability

Vendor will maintain appropriate processes to identify and correct any weakness at the network services, operating system, application or physical level that could allow a Security Incident to occur ("Security Vulnerability"):

- (a) A Security Vulnerability will be classified as follows:
 - (i) High Risk Vulnerability: the existing environment cannot prevent or reduce the likelihood of a Security Incident occurring and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(ii) Medium Risk Vulnerability: the existing environment may allow a Security Incident to occur and the existing deficiency, if exploited, would result in a loss of confidentiality, integrity or availability of Client Information;

(iii) Low Risk Vulnerability: the existing environment is likely to prevent or limit the damage from a Security Incident and the existing deficiency, if exploited, is unlikely to result in a loss of confidentiality, integrity or availability of Client Information.

(b) The following are the Security Vulnerability Response and Correction Completion Times (including use of patches, if applicable) after the occurrence:

Vulnerability Type	Response Time	Work Around Implementation	Final Correction Completion Time
High Risk	one (1) hour	one (1) day	seven (7) calendar days
Medium Risk	one (1) hour	one (1) week	three (3) weeks
Low Risk	one (1) hour	two (2) weeks	one (1) month

5. Vulnerability Testing by Vendor

At least once per year, Vendor will: (a) have an independent, qualified vendor conduct internal and external vulnerability assessment and penetration testing of its electronic and physical systems and storage devices for Security Vulnerabilities; and (b) provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action as well as a copy of the vendor's report. At least once a month, Vendor will: conduct vulnerability assessment and penetration testing of its electronic and physical systems and storage devices (including, without limitation, the Services) for Security Vulnerabilities, and will provide Client with a confidential written report identifying the testing procedure and results, any identified Security Vulnerability, and the plan of corrective action wherever Vendor has failed to correct a Security Vulnerability within the appropriate time period identified in Section 4 above. In the event Vendor fails to correct a Security Vulnerability in accordance with Section 4, it shall be deemed a breach of this Agreement without opportunity to cure and Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

6. Client Security Assessments

Client will have the right, but not the obligation, to conduct (or cause a qualified independent third party to conduct) a security assessment, including vulnerability assessment and penetration testing of Vendor's online and offline systems ("Security Assessment") if a Security Incident or other circumstances deem it necessary, in Client's sole discretion. Client will give reasonable advance notice (except that no notice will be required when a Security Incident or Security Vulnerability has occurred), and will work with Vendor to minimize any impact on Vendor's operations. Client may require Vendor to update its technology, security procedures and policies as a result of a security assessment. Vendor agrees that if it chooses not to implement Client's requests, Client will have the right to immediately terminate the Agreement at no cost or liability to Client.

7. Incident Logs

Vendor will maintain physical and electronic logs of all Security Incidents and vulnerabilities, and make them available (including review via electronic access with appropriate security procedures) for Client to review and copy upon reasonable request and during normal business hours. Such logs will include the date of the Security Incident, a brief description of the incident including any known causes, the identity of the Vendor employee handling the issue, the name of the Client employee or administrator the Vendor employee is working with, the anticipated impact of the incident on Client, the current status of the incident investigation and a description of Vendor's response plan.

8. Virus Protection

Vendor will institute and maintain documented processes to protect against viruses and other code that interferes with Clients' or Client's Users' use of Vendor's systems, software or any interfacing hardware or software, or allows Client's Information to be revealed to anyone outside of Client without Client's prior written authorization. This process will include: (a) virus detection software installed and functioning on all systems that store or transmit Client's Information; (b) systems configured to scan all removable media inserted into the system; (c) automated processes to ensure latest virus definitions apply to all systems; (d) a documented process for continuous and timely updates of virus protection software.

9. Industry Changes

In the event any security or confidentiality obligations of Client change due to legislative or regulatory actions, industry standards, contractual obligations imposed on Client or otherwise, Vendor agrees to work in good faith with Client to promptly revise and amend this Appendix B and its security obligation, and as applicable, the Agreement, without further consideration, to ensure compliance with those revised security and confidentiality obligations. In the event Vendor fails to comply with this Section 9, Client, at its option, may terminate the Agreement immediately upon notice, at no cost or liability to Client.

10. Insurance

Vendor will obtain and maintain during the term of the Agreement: (a) commercial general liability insurance with minimum coverage of \$2,000,000 combined single limit per occurrence and a minimum annual aggregated of \$4,000,000 for bodily injury and property damage, personal injury and advertising liability including premises operations, completed operations, product liability and blanket contractual liability; and (b) worker's compensation insurance in an amount satisfying applicable laws.

Vendor will name Client, its parent, subsidiaries and affiliated corporations as additional insured parties on the general liability, network security liability, excess liability and professional liability insurance required under this Section 10. Vendor will provide Client with proof of the acquisition of all of the insurance coverage required under this Section 10 in the form of one or more certificates of insurance within five (5) business days of the Effective Date of the Agreement and at any time upon request of Client. All policies required by this Section 10 must be primary over any coverage held by Client and contain a provision that the policy will not be cancelled, failed to be renewed or materially altered without thirty (30) days' prior written notice to Client. Vendor agrees that the professional liability insurance, general liability insurance and network security insurance will be maintained for two years following the termination of this Agreement or Vendor will purchase a tail coverage policy which will provide claims-incurred coverage within the required limits set forth above for any potential matters incurred during the term of the Agreement. Vendor waives and must require its insurers to waive

all rights of subrogation of any of its insurers against Client, its parent, subsidiaries, affiliates, employees and agents, on account of any and all claims Vendor may have against Client with respect to insurance actually carried or required to be carried pursuant to the Agreement. This subrogation waiver will preclude the assignment of any insurance claim against Client its parent, subsidiaries, affiliates, employees and agents by way of subrogation to any insurer. Vendor agrees to give immediately to each appropriate insurer, written notice, if required, of the terms of this waiver, and if necessary, have said insurance policies properly endorsed to prevent the invalidation of the insurance coverage by reason of this waiver, if required by the insurance policies. Vendor will indemnify, defend and hold Client harmless against any loss or expense, including, without limitation, reasonable attorneys' fees, resulting from the failure to obtain such insurance subrogation waiver. Client reserves the right to review, and must be satisfied with, the types and level of coverage to be obtained and maintained hereunder. All insurance coverages required hereunder will be procured from insurers with an A.M. Best's performance rating of at least A- and with a financial size category of at least Class VII.

11. Additional Indemnity/Injunctive Relief

In addition to Vendor's indemnity obligations in Section 12 of the Master Services Agreement, Vendor agrees to indemnify, defend and hold harmless Client and its respective officers, directors, employees, agents, successors, and assigns, from any claims, costs, liabilities, damages or expenses (including reasonable legal defense costs) (collectively, "Losses") that arise out of a breach or alleged breach of its obligations in this Appendix B. Vendor will not settle any Losses without the prior written consent of Client. Client will have the right, but not the obligation, to participate in the defense of any Losses. Vendor agrees that in the event of any actual or threatened breach of this Appendix B, Client will have no adequate remedy at law and will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual money damages.

BA 2018 03

Town of Archer Lodge

Budget Amendment

Fiscal Year Ending

06/30/18

Budget Amendment

Date

BA 2018 03

07-May-18

General Fund/Capital Reserve Fund/Park Reserve Fund

Account	Account Number	Budget	Amendment	Amended Budget
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Revenues:

2017 Property Taxes	10-3117-0000	485,000.00	10,500.00	495,500.00
Penalties and Interest	10-3180-0000	500.00	100.00	600.00
Permits and Fees	10-3340-0000	2,000.00	1,000.00	3,000.00
Fee in Lieu of Recreation	10-3345-0000	20,000.00	20,000.00	40,000.00
Transfer from General Fund 10	31-3900-3910	87,000.00	90,000.00	177,000.00
		-	-	-

Total Increase (Decrease) in Revenues**121,600.00****Expenditures:**

Gov Body - Supplies	10-4110-2000	2,000.00	1,500.00	3,500.00
Gov Body - Training & Meetings	10-4110-3110	2,150.00	1,350.00	3,500.00
Admin - Supplies (Town Hall)	10-4120-2000	1,250.00	250.00	1,500.00
Admin - Supplies	10-4120-2100	2,150.00	850.00	3,000.00
Social Media Services	10-4120-3360	5,200.00	800.00	6,000.00
Tax Collection Fees (NC & JoCo)	10-4140-4950	16,000.00	1,000.00	17,000.00
LP Gas	10-4190-3320	1,250.00	250.00	1,500.00
Storm Water Repairs	10-4190-3530	2,000.00	600.00	2,600.00
Contracted Services-AL Fire Department	10-4300-3500	200,000.00	4,000.00	204,000.00
Transfer to Park Reserve Fund 31	10-9900-0031	156,000.00	21,000.00	177,000.00
Recreation Development - Park Res Fund	31-6120-5500	88,700.00	90,000.00	178,700.00
		-	-	-

Total Increase (Decrease) in Expenditures**\$ 121,600.00****\$ -****Justification for Budget Amendment:****To appropriate or reappropriate unanticipated revenues and expenditures as recorded.**

Adopted this 7th day of May 2018

ATTEST:

Matthew B. Mulhollem, Mayor

Kim P. Batten, Town Clerk

Teresa M. Bruton, Budget Officer



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
MARCH 31, 2018**

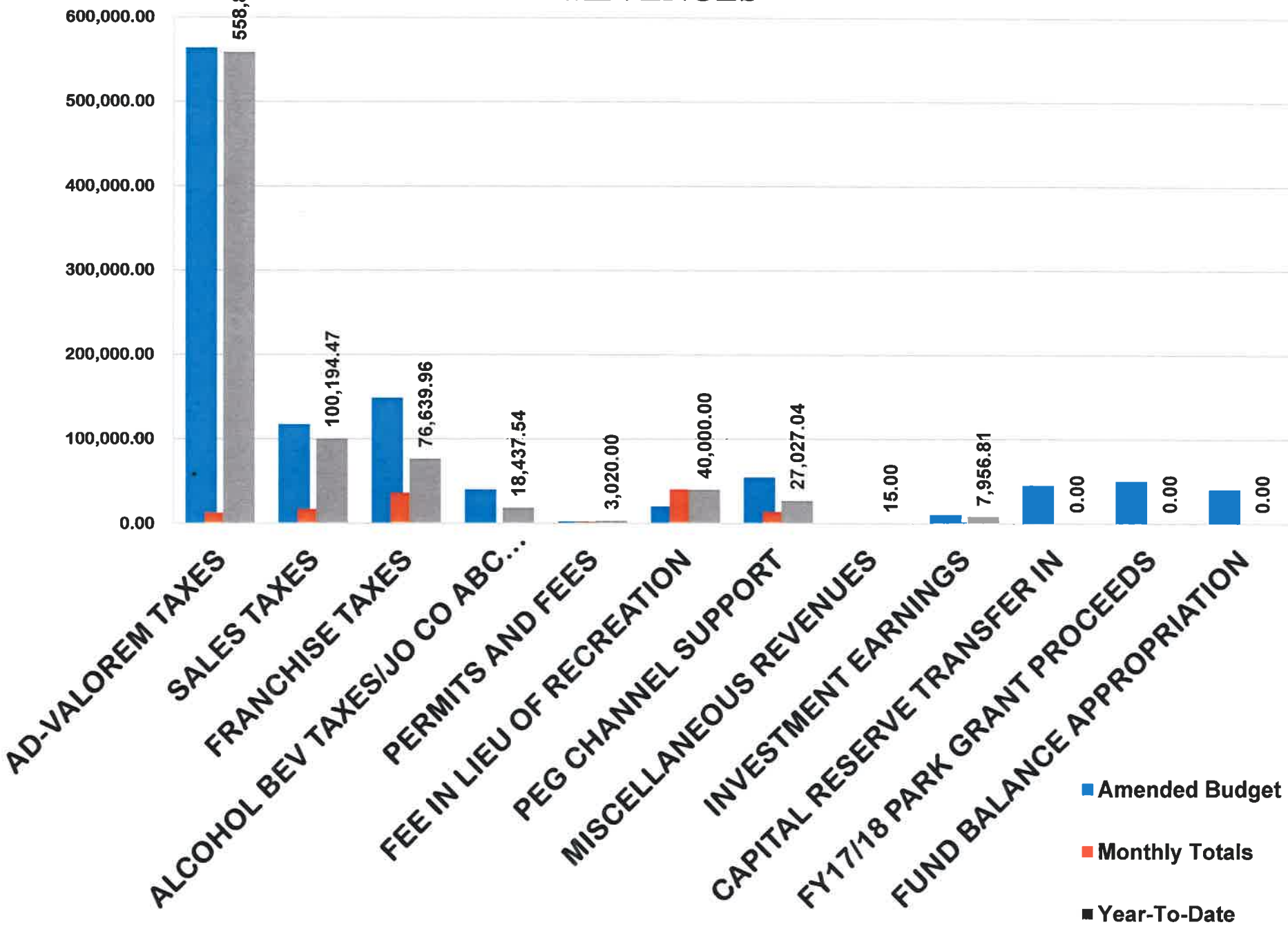
GENERAL FUND				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	563,565.00	12,466.22	558,831.51	99.16%
SALES TAXES	117,010.00	16,558.21	100,194.47	85.63%
FRANCHISE TAXES	148,500.00	35,905.14	76,639.96	51.61%
ALCOHOL BEV TAXES/JO CO ABC DIST	40,000.00	0.00	18,437.54	46.09%
PERMITS AND FEES	2,100.00	1,575.00	3,020.00	143.81%
FEE IN LIEU OF RECREATION	20,000.00	40,000.00	40,000.00	200.00%
PEG CHANNEL SUPPORT	54,400.00	13,513.52	27,027.04	49.68%
MISCELLANEOUS REVENUES	150.00	0.00	15.00	10.00%
INVESTMENT EARNINGS	9,500.00	1,336.64	7,956.81	83.76%
CAPITAL RESERVE TRANSFER IN	45,000.00	0.00	0.00	0.00%
FY17/18 PARK GRANT PROCEEDS	50,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	40,000.00	0.00	0.00	0.00%
	1,090,225.00	121,354.73	832,122.33	76.33%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	40,710.00	3,279.09	31,441.75	77.23%
ADMINISTRATION	217,219.00	15,053.16	140,763.72	64.80%
JO CO TAX COLLECTION FEES	16,000.00	385.25	14,419.71	90.12%
LEGAL	15,000.00	1,301.25	8,272.50	55.15%
PROPERTY TAXES	130.00	0.00	95.90	73.77%
PUBLIC BUILDINGS	57,292.00	2,187.97	34,070.61	59.47%
PEG MEDIA PARTNERS	54,400.00	13,513.52	27,027.03	49.68%
PUBLIC SAFETY	229,000.00	4,490.54	190,397.94	83.14%
TRANSPORTATION-PUBLIC WORKS	81,800.00	912.91	9,849.67	12.04%
PLANNING & ZONING	97,973.00	9,125.13	65,177.39	66.53%
CULTURAL & RECREATION	55,000.00	0.00	37,500.00	68.18%
DEBT SERVICES	44,701.00	44,700.00	44,700.00	100.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	156,000.00	41,812.14	120,648.65	77.34%
	1,090,225.00	136,760.96	749,364.87	68.73%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(15,406.23)	82,757.46	


FINANCE OFFICER

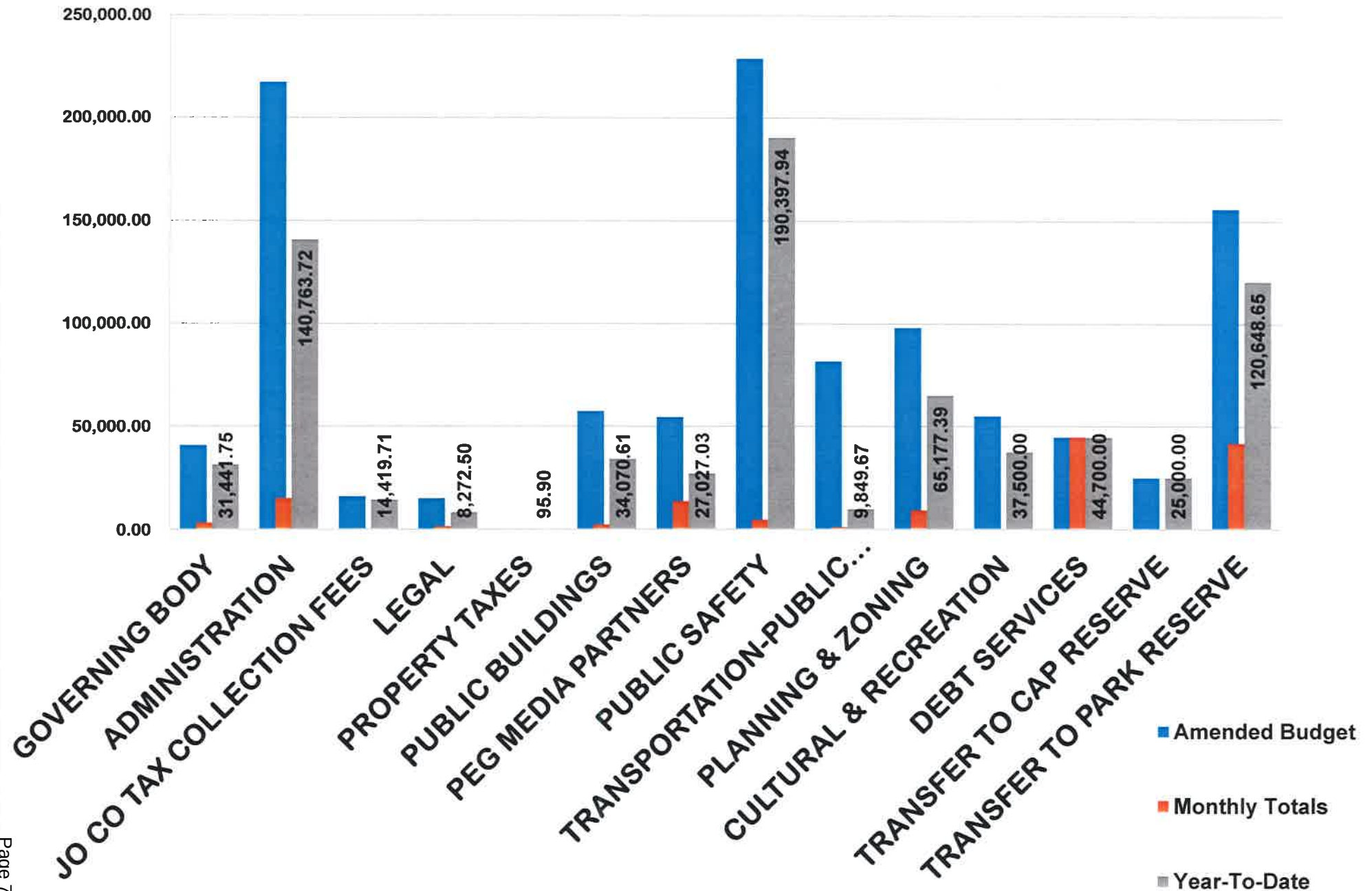
Kim P. Batten

75% thru
FY18

FY 2018 BUDGET VS. ACTUAL REVENUES



FY 2018 BUDGET VS. ACTUAL EXPENDITURES





**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FOR MONTH ENDING
MARCH 31, 2018**

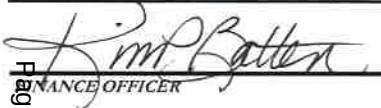
GENERAL FUND 10				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
AD-VALOREM TAXES	563,565.00	12,466.22	558,831.51	99.16%
SALES TAXES	117,010.00	16,558.21	100,194.47	85.63%
FRANCHISE TAXES	148,500.00	35,905.14	76,639.96	51.61%
BEER & WINE TAXES/JO CO ABC DIST	40,000.00	0.00	18,437.54	46.09%
PERMITS AND FEES	2,100.00	1,575.00	3,020.00	143.81%
FEE IN LIEU OF RECREATION	20,000.00	40,000.00	40,000.00	200.00%
PEG CHANNEL SUPPORT	54,400.00	13,513.52	27,027.04	49.68%
MISCELLANEOUS REVENUES	150.00	0.00	15.00	10.00%
INVESTMENT EARNINGS	9,500.00	1,336.64	7,956.81	83.76%
CAPITAL RESERVE TRANSFER IN	45,000.00	0.00	0.00	0.00%
FY17/18 PARK GRANT PROCEEDS	50,000.00	0.00	0.00	0.00%
FUND BALANCE APPROPRIATION	40,000.00	0.00	0.00	0.00%
TOTALS	1,090,225.00	121,354.73	832,122.33	76.33%
EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
GOVERNING BODY	40,710.00	3,279.09	31,441.75	77.23%
ADMINISTRATION	217,219.00	15,053.16	140,763.72	64.80%
JO CO TAX COLLECTION FEES	16,000.00	385.25	14,419.71	90.12%
LEGAL	15,000.00	1,301.25	8,272.50	55.15%
PROPERTY TAXES	130.00	0.00	95.90	73.77%
PUBLIC BUILDINGS	57,292.00	2,187.97	34,070.61	59.47%
PEG MEDIA PARTNERS	54,400.00	13,513.52	27,027.03	49.68%
PUBLIC SAFETY	229,000.00	4,490.54	190,397.94	83.14%
TRANSPORTATION-PUBLIC WORKS	81,800.00	912.91	9,849.67	12.04%
PLANNING & ZONING	97,973.00	9,125.13	65,177.39	66.53%
CULTURAL & RECREATION	55,000.00	0.00	37,500.00	68.18%
DEBT SERVICES	44,701.00	44,700.00	44,700.00	100.00%
TRANSFER TO CAP RESERVE	25,000.00	0.00	25,000.00	100.00%
TRANSFER TO PARK RESERVE	156,000.00	41,812.14	120,648.65	77.34%
TOTALS	1,090,225.00	136,760.96	749,364.87	68.73%
Y-T-D GENERAL FUND INCREASE (DECREASE)		(15,406.23)	82,757.46	

CAPITAL RESERVE FUND 30				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	3,500.00	495.56	3,070.06	87.72%
TRANSFER FROM GEN FUND 10	25,000.00	0.00	25,000.00	100.00%
FUND BALANCE APPROPRIATED	16,500.00	0.00	0.00	0.00%
TOTALS	45,000.00	495.56	28,070.06	62.38%

EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
TRANSFER TO GEN FUND 10	45,000.00	0.00	0.00	0.00%
TOTALS	45,000.00	0.00	0.00	0.00%
Y-T-D CAP RESERVE FUND INCREASE (DECREASE)		495.56	28,070.06	

PARK RESERVE FUND 31				
REVENUES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % COLLECTED
INVESTMENT EARNINGS	1,700.00	304.60	1,415.96	83.29%
TRANSFER FROM GEN FUND 10	87,000.00	41,812.14	120,648.65	138.68%
TOTALS	88,700.00	42,116.74	122,064.61	137.62%

EXPENDITURES	AMENDED BUDGET	MONTH ACTIVITY	ACTUAL TO DATE	Y-T-D % SPENT
RECREATION DEVELOPMENT	88,700.00	0.00	0.00	0.00%
TRANSFER TO GEN FUND 10	0.00	0.00	0.00	0.00%
TOTALS	88,700.00	0.00	0.00	0.00%
Y-T-D PARK RESERVE FUND INCREASE (DECREASE)		42,116.74	122,064.61	


 Kim P. Batten
 FINANCE OFFICER



**TOWN OF ARCHER LODGE
FINANCIAL SUMMARY REPORT
FISCAL YEAR COMPARISON FOR
PERIOD ENDING MARCH 31**

GENERAL FUND				
REVENUES		Mar-18	Mar-17	DIFFERENCE
	AD-VALOREM TAXES	558,831.51	511,581.32	47,250.19
	SALES TAXES	100,194.47	72,486.36	27,708.11
	FRANCHISE TAXES	76,639.96	78,145.12	(1,505.16)
	ALCOHOL BEV TAXES/JO CO ABC DIST	18,437.54	15,183.85	3,253.69
	PERMITS AND FEES	3,020.00	7,160.00	(4,140.00)
	FEE IN LIEU OF RECREATION	40,000.00	12,000.00	28,000.00
	PEG CHANNEL SUPPORT	27,027.04	27,586.20	(559.16)
	MISCELLANEOUS REVENUES	15.00	1,929.74	(1,914.74)
	INVESTMENT EARNINGS	7,956.81	3,526.54	4,430.27
	CAPITAL RESERVE TRANSFER IN	0.00	0.00	0.00
	FY17/18 PARK GRANT PROCEEDS	0.00	0.00	0.00
	FUND BALANCE APPROPRIATION	0.00	0.00	0.00
		832,122.33	729,599.13	102,523.20
EXPENDITURES		Mar-18	Mar-17	DIFFERENCE
	GOVERNING BODY	31,441.75	24,538.26	6,903.49
	ADMINISTRATION	140,763.72	128,827.08	11,936.64
	JO CO TAX COLLECTION FEES	14,419.71	11,763.17	2,656.54
	LEGAL	8,272.50	6,381.25	1,891.25
	PROPERTY TAXES	95.90	111.85	(15.95)
	PUBLIC BUILDINGS	34,070.61	87,813.13	(53,742.52)
	PEG MEDIA PARTNERS	27,027.03	27,586.20	(559.17)
	PUBLIC SAFETY	190,397.94	176,343.34	14,054.60
	TRANSPORTATION-PUBLIC WORKS	9,849.67	4,149.44	5,700.23
	PLANNING & ZONING	65,177.39	64,186.01	991.38
	CULTURAL & RECREATION	37,500.00	45,055.00	(7,555.00)
	DEBT SERVICES	44,700.00	45,836.66	(1,136.66)
	TRANSFER TO CAP RESERVE	25,000.00	50,000.00	(25,000.00)
	TRANSFER TO PARK RESERVE	120,648.65	142,751.30	(22,102.65)
		749,364.87	815,342.69	(65,977.82)
Y-T-D INCREASE (DECREASE)		82,757.46	(85,743.56)	168,501.02

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