

THE CITY OF GREENFIELD

LONG-TERM
WEBSITE MAINTENANCE
PURCHASE ORDER

PURCHASE ORDER: JANUARY 25, 2019



matchbook creative

PROPOSED SCOPE OF SERVICES: WEB MAINTENANCE

ADDITIONAL WEBSITE MAINTENANCE

Graphic Services Responsibilities.

- (a) minor to moderate website changes and updates
- (b) revisions, graphic adjustments / additions, content changes, additional pages, management of blog and news posts, of information and production alterations commissioned and/or provided by the City of Greenfield

Hosting Service Maintenance. Matchbook shall continuously maintain the Hosted Services Maintenance services shall include ensuring the version of the Hosted Services accessible by the City of Greenfield and its Authorized Users includes the latest:

- (a) general website upkeep and maintenance, including but not limited to core security, performance updates and plugin maintenance for the City of Greenfield's new website
- (b) pay for and manage upkeep of hosting environment and domain registrar
- (c) monitor hosting environment for any server updates or downtime
- (d) communicate security concerns, site issues, server downtime or other pertinent information regarding the site to the City of Greenfield
- (e) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the hosted services, including the service software, that Matchbook provides at no additional charge to its other similarly situated customers; and
- (f) all such services and repairs as are required to maintain the hosted services or are ancillary, necessary or otherwise related to the City of Greenfield's or its authorized users' access to or use of the hosted services, so that the hosted services operate properly in accordance with this agreement and the specifications.

Support Service Responsibilities. Matchbook shall:

- (a) correct all Service Errors including by providing defect repair, programming corrections and remedial programming;
- (b) provide telephone support during the hours of 8 a.m. to 4 p.m. EST on Business Days

Service Monitoring and Management. Matchbook shall continuously monitor and manage the hosted services to optimize availability. Such monitoring and management shall include:

- (a) proactively monitoring on a 24 hour by seven-day basis all hosted services functions, servers, firewall and other components of hosted service security;
- (b) if such monitoring identifies, or Matchbook otherwise becomes aware of, any circumstance that is reasonably likely to threaten the availability of the hosted services, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full availability;
- (c) if Matchbook receives knowledge that the hosted services or any hosted service function or component is not available (including by written notice from the City of Greenfield pursuant to the procedures set forth herein):



- (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
- (ii) if Matchbook's facility check in accordance with clause (i) above confirms a hosted service outage in whole or in part: (A) notifying the City of Greenfield in writing pursuant to the procedures set forth that an outage has occurred, providing such details as may be available, including a Matchbook trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are resolved as critical service errors in accordance with the support request classification set forth herein, or, if determined to be an internet matchbook problem, open a trouble ticket with the internet Matchbook; and
- (iii) notifying the City of Greenfield that Matchbook has fully corrected the outage and any related problems, along with any pertinent findings or action taken.

Availability Requirement. Matchbook shall make the scope of work for website services document, as measured over the course of each calendar month during the term (each such calendar month, a "service period"), at least 99.9% of the time, excluding only the time the hosted services are not available solely as a result of one or more exceptions (the "availability requirement"). "available" means the hosted services are available and operable for access and use over the internet. "availability" has a correlative meaning. the hosted services are not considered available in the event of any performance degradation or inoperability of the websites, in whole or in part.

Exceptions. No period of hosted services degradation or inoperability will be included in calculating availability to the extent that such downtime or degradation is due to any of the following ("exceptions"):

- (a) The City of Greenfield's misuse of the Hosted Services; or
- (b) outage occurring as a result of any actions or omissions taken by Matchbook at the request or direction of the City of Greenfield; or
- (c) scheduled downtime as set forth below.

Scheduled Downtime. Matchbook shall notify the City of Greenfield at least 72 hours in advance of all scheduled outages of the hosted services in whole or in part ("scheduled downtime"). All such scheduled outages shall: (a) last no longer than two hours; (b) be scheduled between the hours of 6:00 a.m. and 12:00 p.m., EST on Mondays; and (c) occur no more frequently than twice per month; provided that Matchbook may request for the City of Greenfield's approval extensions of scheduled downtime above one hour and such approval by the City of Greenfield may not be unreasonably withheld.

WEBSITE MAINTENANCE BUDGET

WEBSITE MAINTENANCE

MAINTENANCE SERVICES RESPONSIBILITIES	
SUPPORT SERVICE RESPONSIBILITIES	
UPDATE SERVICE RESPONSIBILITIES	
SERVICE MONITORING AND MANAGEMENT	
AVAILABILITY REQUIREMENT	1,500.00 per month (18,000.00 for twelve months)

SUB-TOTAL 18,000.00 per year

TWO-YEAR CONTRACT OFFER 36,000.00 for 2 years
- 7,466.67 (2-year contract discount)

WEBSITE MANAGEMENT TOTAL 28,533.33 over 2 years
(1,188.89 per mo. over 24 mos.)

NOTE: These fees will not inflate and they do not include hard costs, i.e. paid media, training, travel, shipping, stock photography, photography, etc.

WITHIN YOUR 2-YEAR BUDGET, ADDITIONAL SERVICES COULD INCLUDE:

1. WEBSITE TRAINING *budget portion = 750.00 per training*
(1, 3-hour training session for up to 5 people
at the Matchbook Creative office)
2. ANNUAL WEBSITE HOSTING *budget portion = 250.00 per year*
NOTE: Matchbook requires a maintenance plan to
be active while providing hosting services. A \$500.00
minimum must go toward online security monitoring
and management in addition to annual hosting invoice.
Since the City of Greenfield intends to purchase a larger
maintenance package, the minimum will be excluded.
3. ADA COMPLIANCE *2,500.00 value - included at no cost to client*
4. GOOGLE BILINGUAL TRANSLATION SERVICES *if needed*
5. QUARTERLY MEETINGS *budget portion = 600.00 per quarter*
 - > UPDATES
 - > MEASUREMENT AND ANALYSIS REPORTING
 - > CONSULTATION
 - PLANNING
 - RESPONDING TO MARKETING AND UX (user experience) NEEDS

NOTE: The above pricing reflects the original proposed pricing for both social media and website management - as see below.

TWO-YEAR CONTRACT OFFER
SOCIAL MEDIA AND WEBSITE MAINTENANCE SERVICES 50,000.00 per year, equaling 100,000.00
(a \$22,400.00 total savings)

CONTACT

Jenny Dexter, Director of Business Development, at jdexter@matchbookcreative.com or at 317.920.1200.



PROPOSED WEBSITE MAINTENANCE AGREEMENT TERMS BETWEEN THE CITY OF GREENFIELD AND MATCHBOOK CREATIVE, INC.

SECTION I Services to be Performed by the Consultant

All work to be performed by the Consultant will be in accordance with the scope of services outlined in Proposed Scope of Services, attached to this Agreement, and made an integral part hereof.

SECTION II Compensation

We value the opportunity to build a relationship with our clients and support their growth. The retainer option covers a set monthly fee based upon the requested services and capabilities. A monthly fee can be negotiated and set. First monthly fee will be due upon signing the contract. Remaining fees will be calculated in a retainer and can be set for twenty-four (24) months.

All payments are due in full upon receipt of invoice. If payment is not received within twenty (20) days of its due date, all work will be suspended until payment is received. If this project becomes delayed for more than thirty (30) days, work completed to date will be billed. All past due amounts will be assessed a finance charge at the periodic rate of 1.5% per month (annual rate of 18%) interest on unpaid balances. If collection action becomes necessary to recover monies contracted under this agreement, Matchbook Creative may add all collection, legal and court costs to the unpaid balance.

Any unused or rejected concepts, headlines, copy or other creative/media concepts, plans, designs and ideas prepared by the Agency and not chosen by the City of Greenfield, will remain the property of the Agency, not the City of Greenfield. Agency can use its property as it sees fit, provided it does not involve the release of any confidential information regarding the City of Greenfield's business or methods of operation.

SECTION III Expenses

For any unforeseen expenses or hard costs, the City of Greenfield shall reimburse Matchbook Creative. Matchbook Creative will obtain written permission before incurring these expenditures (i.e. travel and/or mileage, tax, delivery/shipping, printing, promotional purchase, etc.).

SECTION IV Approval

Approval to move forward may be executed by emails and in counterparts, which taken together shall form one legal instrument. The Parties emailed statements shall be effective to bind them to our approval process and change orders.

SECTION V Agreement

Matchbook's Statement of Work / Purchase Order may be executed by facsimile and in counterparts, which taken together shall form one legal instrument. The Parties' faxed signatures, and/or signatures scanned into PDF format, and/or email shall be effective to bind them to our SOW/PO.

SECTION VI Duration of Agreement

The term of the agreement will begin on completion of the website and continue for two (2) years thereafter. The City of Greenfield, may, for good cause shown, extend the time for maintenance for up to twelve (12) months beyond the time specified in this Section; provided that any such extension which also involves an increase in the Consultant's compensation or which, in the judgment of the Director, substantially changes the scope of the work or any extension beyond the twenty-four (24) month period allowed herein must be approved by the City of Greenfield, Indiana.



SECTION VII Subcontracting and Assignment of Agreement

The Consultant agrees to perform the work within its organization except for specialized service. No portion of the Agreement shall be subcontracted, assigned, or otherwise disposed of without the consent of the City of Greenfield. The consent to subcontract, assign, or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.

SECTION VIII Conflict of Interest

- A. Consultant certifies and warrants to the City of Greenfield that neither it nor any of its officers, agents, employees, or subcontractors will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with the City of Greenfield.
- B. For Purposes of compliance, Contractor certifies and warrants to the City of Greenfield that Consultant, or a person who wholly or partially owns Consultant, is not a relative of either the Mayor of Greenfield, Indiana, or a member of the City of Greenfield-County Council of Greenfield, Indiana.

SECTION IX Delays and Extensions

Delays or hindrances beyond the control of the Consultant shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties; it being understood, however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date to which the time of completion may have been extended shall in no way operate as a waiver on the part of the City of Greenfield of any of its rights herein.

SECTION X Problem Resolution Process

If a problem arises, the Account Director will set in motion a process of resolution with your team. Depending upon the issue, Matchbook Creative typically needs 48 - 72 hours (2 - 3 business days) turnaround time during the work week to complete the problem solving process. In the event that the challenge is in direct response to Matchbook efforts, Matchbook will do everything in our power to alleviate the issue within the same day (24 hours). Our dedicated professionals stand behind our work and our products. Should Matchbook Creative require more than 48 - 72 hours (2 - 3 business days) to resolve an issue, your Account Director will notify you, discuss options to proceed, advise on best course of action, then execute the plan.

SECTION XI Abandonment and Termination

The City of Greenfield reserves the right to terminate or suspend this Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.

- A. If the City of Greenfield shall abandon the services herein mentioned, the Consultant shall deliver to the City of Greenfield all documents, including reports, computations and data processing output, as instruments of services and they shall become the property of the City of Greenfield. The earned value of the work performed shall be based upon an audit of the portions of the total services as have been rendered by the Consultant to the date of the abandonment. The payment as made to the Consultant shall be paid as final payment in full settlement of this service hereunder.
- B. If at any time the Consultant shall abandon or delay the operation and completion of plans beyond the dates mutually agreed upon by the City of Greenfield and the Consultant, the City of Greenfield may give written notice, as herein provided, of such delay or abandonment and, if the Consultant shall not, within twenty (20) calendar days thereafter, have complied with the



requirements of this Agreement then the City of Greenfield shall have the power to terminate this Agreement by a second written notice, either mailed or personally delivered. Upon the mailing or delivery of such second notice, this Agreement shall cease and terminate and the City of Greenfield may by any method it deems to be necessary designate and employ other Consultants by contract or otherwise, to perform and complete the services herein described.

- C. In case the City of Greenfield shall act under the last preceding paragraph, then and in such event, all documents, including reports, computations and data processing output, as instruments of services pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the City of Greenfield.
- D. In the event of termination under this article, Consultant shall be compensated for services properly rendered and non-cancellable commitments incurred prior to the effective date of termination. The City of Greenfield will not be liable for services performed after the effective date of termination.

SECTION XII Ownership of Documents and Publications Provisions

All documents, including reports, computations and data processing output, as instruments of services, are to be the property of the City of Greenfield. During the performance of the services provided for herein the Consultant shall be responsible for any loss or damage to the documents, herein enumerated, including information furnished by the City of Greenfield to the Consultant. The City of Greenfield shall have the right to review and inspect the Consultant's activities at the appropriate intervals. The City of Greenfield reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, the work for government purposes.

SECTION XIII Successors and Assigns

The City of Greenfield, insofar as authorized by law, binds itself and its successors, and the Consultant binds her successors, executors, administrators, and assigns, to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the City of Greenfield nor the Consultant shall assign, sublet, or transfer its or his interest in this Agreement without consent of the other.

SECTION XIV Access to Records

The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective offices at all reasonable times during the Agreement period and for one (1) year from the date of final payment to this Consultant. Such materials are to be available for inspection by any authorized representatives of the City of Greenfield, and copies thereof shall be furnished if requested.

SECTION XV Effective Date

This Agreement shall not be effective unless and until approved by the City of Greenfield representative as to legality and form, and until the Agreement has been signed by the City of Greenfield representative and the Consultant.

A P P R O V A L

APPROVAL

Please review, approve and email a copy of this authorization to the attention of Jenny Dexter at jdexter@matchbookcreative.com in order for us to proceed with the work proposed. If you have any questions, please call Jenny Dexter at (317) 920-1200.

Expected 1,188.89 per mo. over 24 months from the City of Greenfield to begin in force one (1) month after launch of website and invoiced on the 1st of each subsequent month.

ACCEPTED

THE CITY OF GREENFIELD BOARD OF PUBLIC WORKS & SAFETY

Date _____

By _____

Print _____

Typed **Chuck Fewell, Mayor, Chairman**

By _____

Print _____

Typed **Kathy Locke, Member**

By _____

Print _____

Typed **Kelly McClarnon, Member**

By _____

Print _____

Typed **Larry Breese, Member**

By _____

Print _____

Typed **Glenna Shelby, Member**

ATTEST

By _____

Print _____

Typed **Lori Elmore, Clerk-Treasurer**



APPROVAL

Portion to be payed by City of Greenfield stakeholders equals 28,533.33 over 2 years. Percentage of this sum is divided below.

ACCEPTED

CITY OF GREENFIELD STAKEHOLDERS

Hancock Regional Hospital Sum % _____

Date _____ By _____

Print _____

Typed **Steve Long, CEO, Hancock Regional Hospital**

Ninestar, Inc Sum % _____

Date _____ By _____

Print _____

Typed **Michael Burrow, President, Ninestar, Inc.**

Greenfield-Central School Corp. Sum % _____

Date _____ By _____

Print _____

Typed **Dr. Harold Olin, Superintendent,
Greenfield-Central School Corporation**

ACCEPTED

MATCHBOOK CREATIVE

Matchbook Creative

Date _____ By _____

Print _____

Typed **Donna Gray, CEO, Matchbook Creative, Inc.**



ADDENDUM TO LONG TERM WEBSITE MAINTENANCE PURCHASE ORDER

THIS ADDENDUM is made and entered into this 25th day of January, 2019 by and between the City of Greenfield, Indiana ("City") and Matchbook Creative, Inc. ("Matchbook").

WHEREAS, the City and Matchbook are entering into a Long Term Website Maintenance Purchase Order (the "Purchase Order") contemporaneously with the execution of this Addendum.

The parties agree that the Purchase Order shall be amended as follows:

1. The City shall have the right to terminate the Purchase Order and the work being performed pursuant thereto at any time and for any reason by giving written notice to Matchbook. Matchbook shall be entitled to compensation up to and including the time of termination pursuant to the terms of the Purchase Order.
2. Matchbook shall be obligated to provide adequate and qualified staffing throughout the term of the Purchase Order, including the direct involvement of ownership of Matchbook.
3. The estimated cost of services stated in the Purchase Order by Matchbook shall be considered a "not to exceed" cost. Any additional costs which exceed the estimated cost must be approved in advance by City.
4. The parties acknowledge that the original Branding and Marketing Strategy + Website Purchase Order contained a paragraph for Website Hosting and Maintenance which shall no longer apply as same is covered by this Purchase Order.
5. In the event of any conflict of the terms of this Addendum with the terms of the Purchase Order, the terms of the Addendum shall control.

AGREED AND APPROVED as of the date first written above.

CITY OF GREENFIELD, INDIANA

MATCHBOOK CREATIVE, INC.

BY: _____

BY: _____

ITS: _____

TS: _____

