COMMITTEE OF THE WHOLE MEETING

The Common Council of the City of Ashland will meet as the Committee of the Whole on **Tuesday, March 13, 2018** immediately following the City Council meeting which begins at **6:15** p.m. in the Ashland City Hall Council Chambers.

The following items will be considered:

1. Roll Call

2. Council President's Report

3. City Administrator's Report

4. Approval of the Agenda

5. Discussion and Possible Action to Approve the City of Ashland Website Upgrade With CivicPlus and Authorize the City Administrator to Negotiate a Service Agreement for Website Service for up to a Five Year Period *(Clerk)*

6. Adjournment

The City of Ashland does not discriminate on the basis of sex, race, creed, color, national origin, sexual orientation, age or disability in employment or provision of services, programs or activities.

AGENDA BILL

Ref: 052

COMMITTEE AGENDA: 5 (03-13-2018)
COUNCIL AGENDA:

SUBJECT: Discussion and Possible Action to Approve the City of Ashland Website Upgrade with CivicPlus and Authorize the City Administrator to Negotiate a Service Agreement for Website Service for up to a Five Year Period

RECOMMENDATION: Approval

DEPARTMENT OF ORIGIN: City Clerk

DATE SUBMITTED: March 5, 2018

CLEARANCES: City Administrator

EXHIBITS: CivicPlus Services Agreement
CivicPlus Statement of Work with Addendums
CivicEngage Premium Package Modules attachment
Website Staff Policy

EXPENDITURES REQUIRED: $10,178 Annual for 4 years, reducing to $4,850 annually on year five

AMOUNT BUDGETED: $10,178

APPROPRIATION REQUIRED: NA

RECOMMENDED MOTION: Council approval to allow administration to enter into agreement with CivicPlus for website restructuring and hosting for a minimum of five years.

SUMMARY STATEMENT:
The need for government transparency and relevance in the community is imperative to maintain public trust and respect. The current City of Ashland website was developed in 2014. Due to the technological complexity of working with this site, it has been difficult to update the website to keep the site current. The necessary time commitment on the staff's end has prevented ongoing general use and updating, limiting the cost effectiveness of doing so.

Who Is CivicPlus
CivicPlus is a municipal-focused website host company who boasts as the #1 provider for local government websites, including 60+ in Wisconsin. The company employs over 200 professionals with a focus on local government organizations for 20+ years, and have expanded to more than 2700 clients throughout the U.S. and Canada. Founded and centered in Manhattan, Kansas, they have multiple locations across the U.S. to house their security systems. CivicPlus has staff on hand 24/7/365 for live support and assistance at any time, as well as online chat and video guidance to access at any time for all staff using the system.

Where We Are Now

As technology continues to change the means for communication and information, local government has not been unaffected. Mobile devices have become a household staple and the main resource for social media, news, and data. The current city website is below internet and mobile use standards that is needed to sustain the expectations of the public. When the City of Ashland redesigned its official website in 2014, the initial investment was over $10,000. The face of this site has yet to be changed or updated, and it is cluttered and dated making it difficult for visitors to navigate. Staff are unable to publish documents of certain sizes due to the current limitations causing a roadblock in getting updated information to the public. Due to the structure of the site background, staff are required to rely on the site host to post information or make seemingly simple changes to the site. Staff have encountered hours and even days of delay to post, update or correct issues due to the sluggish response time to their requests. Our current system requires two servers for our IT personnel to monitor and maintain beyond the website host, consuming approximately 25% of that person's staff time. By utilizing CivicPlus, a cloud-based hosted system, we would no longer need two servers for the one program, and could free up valuable staff time.

Looking Into the Future

While conceding to frustrations of the current website, alternatives have been sought out to investigate options for a workable and effective website. After researching a multitude of hosts of various systems, the Clerk and Administrator narrowed the options to three. Of these three, CivicPlus has stood out in customer service, experience, and security to be the top choice. Although not the least expensive, Administration trusts Civic Plus to be the ideal fit to enhance the website experience for visitors, staff, potential businesses and citizens, and other municipalities in a way that will prove to represent the City of Ashland in the light that Council and staff would be proud.

CivicPlus boasts options and modules that are included in the contracted costs:

- ✓ Employment and RFP announcements
- ✓ Responsive request center
- ✓ Alert and Emergency news center
- ✓ Automatic ADA and translating compliance
- ✓ GIS and mapping capable
- ✓ Document and archive center
- ✓ Multilevel calendar
- ✓ Bid notice and postings
- ✓ 100% mobile responsive
- ✓ Business and resource directory
- ✓ How Do I...
- ✓ Customizable forms creation
- ✓ Payment center
- ✓ Online permit and license applications
- ✓ Community voice and surveys
- ✓ Drag-n-drop editing
- ✓ Photo Gallery
- ✓ Meeting notices
- ✓ Analysis and auditing statistics
- ✓ Simple, do-it-for-you formatting

These and more are highlighted further in the attached CivicEngage Premium Package Modules attachment. Also included in the contract is a guaranteed facelift and redesign after the fourth year of service at no additional charge. Additional available modules include that to serve Parks & Rec, Human Resources and Meetings and Agendas for staff efficiency and effectiveness. If either of these modules were to be utilized through the Civic Plus system, separate software licenses could be eliminated in the long run.

Noteworthy

- *Responsive Request Center:* The City of Ashland has a current software program beyond the City website, which includes a module to handle and track citizen complaints and requests. Though in process of implementing for some time, practical use of this system has not been achievable due to the staff time required to train and utilize it. Through CivicPlus, there is no staff time required as any complaints or comments through the website will be automatically directed to the appropriate department(s), responded back to the citizen as being received, and trackable by mapping the location of

the issue. The citizen can return to the site to view any progress on his/her initial problem, and will receive a message when the item is completed. An analysis can be done at any time to locate problem areas to promote preventative maintenance.

- *Alert and Emergency News Center:* Visitors of the City website would be able to choose to be alerted as to meeting notices and cancellations by loggin in and choosing what type of notices they are interested in (meetings, RFPs, fire or police reports, etc.) and how they would like to receive them (by email, mobile text, etc.). Messages will be directed to the citizen the moment they are posted to the website with no additional work by staff. More importantly, emergent and urgent alerts can be funneled to the local medias, schools, medical centers, and neighboring emergency centers in the same manner, for instance Amber Alerts, School Closings, Storm Warnings, Road Closures, and water contamination notices. In many instances, time can make an incredible difference for our communities safety and security, and with CivicPlus, we can eliminate delays, phone calls, and individual email messaging.

- *ADA Compliance:* Local governments are not excused from compliance requirements to be accessible to any persons with disabilities, whether they are hearing or visually impaired or require a language interpreter. Non-compliance creates a barrier that impacts information translation and transparency. CivicPlus has the trained personnel who will help guide Ashland's staff to create a website that will be completely accessible throughout its design and translation capabilities to ensure compliance is maintained throughout its site.

The Options
Listed below are quotes from three of the website companies researched.

CivicPlus	Granicus	Civic Live
$26,160/$4850 per year	$36,900/$4950 per year	$16,000/$2800 per year

CivicPlus offers an Advantage Payment plan, which would allow the initial investment to be spread over four years bringing the payments down to $10,178 per year for the first four years. The ease of paying over time would prevent a strain on the already tight budget in the near future and allow for unexpected and necessary expenditures.

Support and Security
In an effort to prepare for the inevitable advances of technology, we must be prepared to retain the security of the City of Ashland and its citizens. Hacking is ever present and will be more so as hot-button issues arise such as elections and identity theft. At the time of recent hacking attempts on our current website, it was not made known to the City until a citizen made an inquiry to City Hall after having difficulty navigating our site. The process of identifying and correcting the issue was excessively timely and could have been potentially costly. With CivicPlus, we are assured of virus and hacking protection 24/7/365 with constant monitoring and testing, and frequent intervals of backup in the case of a disturbance that should require shutdown. We would also have continuous software and system upgrades as they become available without interruption to our service automatically.

Support is never more than a click or phone call away at literally any time of the day or night. CivicPlus is well versed in supplying expertise in the development and implementation throughout the entire project and beyond. After implementation, continuous training will be available by a simple phone call, chat request or guided step-by-step help menus and videos. The availability of live customer service 24/7/365 is critical for both troubleshooting and training.

Bringing Us All Together

The current City of Ashland official website was laid out to be able to reach each department and outlet that the City has to offer. Due to the aforementioned complexity to use the system, several departments chose to create their own separate websites, including Parks and Rec, both Police and Fire departments, and the Library. This translates to the public that these are separate or conflicting departments from City Hall, which could not be further from reality. CivicPlus will help the City of Ashland reconnect and display cooperation and communication as it integrates those individual sites to develop a single incorporated site.

Staff Use and Policy

It is anticipated that all of the departments will have a designated website user to maintain their page and information. Along with a fresh look will come the ease and compliance for every department to check in consistently to be certain their pages are well kept up and current. Users will have permissions and/or limitations according to their responsibilities. This would allow any edited material to be passed to authorized personnel for proofing and approval before posting onto the site. It will be determined by administration as to what these limitations consist of and how they are applied.

Staff have also been responsible to maintain their departments' pages, to keep the information organized and the public consistently informed. This also fell to the wayside as the current site is extremely difficult and time consuming to work with, again requiring the site host or IT personnel to do the work and correct errors. The ease of CivicPlus will require minimal time to review and bring up to date on a regular basis.

Recommended Motion

To approve the City of Ashland website upgrade with CivicPlus and authorize the City Administrator to negotiate a service agreement for website service for up to a five year period.

CP Master Services Agreement for **City of Ashland, WI**

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Master Services Agreement

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THIS Master Services Agreement ("Agreement") is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and City of Ashland, Wisconsin ("Client") (jointly, "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

RECITALS

WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work ("SOW").

2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days' written notice prior to the contract renewal date.

3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.

4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 23.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed $1,000 per CivicPlus resource per trip.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement).

10. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any project.

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Master Services Agreement for **City of Ashland, WI**

12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus.

14. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

15. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party.

Liabilities

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

18. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

19. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

20. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

21. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

22. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with

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Master Services Agreement for City of Ashland, WI

their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

23. The following are to be attached to and made part of this Contract:

    a. Exhibit A - Statement(s) of Work.

24. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:

    a. This Master Services Agreement;

    b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Interlocal Purchasing Consent

25. This Agreement and any attached SOWs may be extended to any public entity in the State of Wisconsin to purchase at SOW prices in accordance with the terms stated herein.

Miscellaneous Provisions

26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

27. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	**CivicPlus**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

MSA Page 3 of 3

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

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Service & License Agreement Contract Information

Contact Information

Organization City of Ashland, WI   URL https://www.coawi.org/

Street Address	
Address 2	

City	State	Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact		E-Mail
Phone	Ext.	Fax

Billing Address	
Address 2	

City	ST	Postal Code
Tax ID #		Sales Tax Exempt #
Billing Terms Annual		Account Rep Justin Blecha

Info Required on Invoice (PO or Job #)

Contract Contact		Email
Phone	Ext.	Fax

Project Contact		Email
Phone	Ext.	Fax

Exhibit A.1 for City of Ashland, WI

Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 45 Days from November 9, 2017

Project Development and Deployment	
• First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting)	
• Server Storage not to exceed **25 GB**	
• Services and Deliverables as described in Addendum 1	**$25,860**
• Up to 115 pages of content migrated from https://www.coawi.org/	
• Ongoing recurring 48-month redesign, as described in Addendum 2	
• 3 Years of Agendas & Minutes in PDF or DOC format migrated	
• 3 Days Virtual Implementation Training for up to 6 Client staff members	
Project Enhancements	
• Mobile Admin App for Alert Center	**Included**
• Design Essentials	
Total Fees Year 1	**$25,860**

Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting) *Billed 12 months from SOW signing; subject to annual 5% increase year 5 and beyond*	$4,700
Total Annual Services	**$4,700**

At the request of Client, CivicPlus agrees to redistribute their standardized pricing as follows:

	1st Year	2nd Year	3rd Year	4th Year
CivicPlus Advantage Annual Investment Payments	**$9,990**	**$9,990**	**$9,990**	**$9,990**

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW #1 is hereby attached.

2. This SOW #1 shall remain in effect for an initial term of four years (48 months) ("the SOW #1 Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.

3. Invoicing shall begin upon the date of signing of this SOW #1 as detailed in CivicPlus Advantage Annual Investment Payments. Subsequent Annual Investment Payments shall be invoiced on the dates of signature of their respective calendar years.

4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 3 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 5 of service.

5. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.

6. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 2. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.

7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a $5.00 convenience fee.

Acceptance

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

Client	**CivicPlus**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Exhibit A.1 for **City of Ashland, WI**

Addendum 1 to Exhibit A.1 - Project Development Division of Work

Kick-Off
Deliverable: Project Timeline, training jump start information, online forms, kick-off meeting

CivicPlus will:	Client will:
- assign a project manager to this project - conduct a Project Kick-off to review awarded contract - establish communication plan for the duration of the project effort - work with Client to identify all key internal and external project stakeholders - develop project timeline - provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff	- complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet - review and approve of project timeline within 5 business days - attend a kick-off meeting with key stakeholders or decision makers - if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus - approve the project timeline (limited to two reviews) prior to proceeding with the project - update the current primary live website content and delete any pages from the website that are no longer wanted or needed

Phase 1: Website Optimization
Deliverable: Website Optimization Meeting

CivicPlus will:	Client will provide:
- communicate status to Client, key stakeholders and personnel via emails or phone calls as needed - review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood - gather preliminary design data for use	- statistics from the current website from the past 12 months (optional) - pictures to be used in the overall design of the new website - a list of all divisions and/or departments within the organization - a list of third-party and in-house developed applications presently being utilized on the current website - a site map or outline of the current website's navigational structure if possible - a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements

Phase 2: Website Layout
Deliverable: Website grayscale layout and mood board color pallet presentation

CivicPlus will:	Client will:
- present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design - begin development of the website design upon layout and mood board approval	- approve one layout and the mood board - review marketing packet material and guidelines - Website Layout billing milestone complete

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Exhibit A.1 for **City of Ashland, WI**

Phase 3: Website Reveal	
Deliverable: Website design and production website.	
CivicPlus will:	Client will:
• present a fully functional website on a production URL • migrate content pages to the production URL as described in Exhibit A.1 Statement of Work. • conduct a quality review of the website to ensure the functionality and usability standards are met • work with Client to prepare for training • migrate Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.	• evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website

Phase 4: Implement Training (See Exhibit A.1 Statement of Work for details)	
Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	
CivicPlus will:	Client will:
• provided training to Client before the website goes live • train staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules	• provide a location for training in Client with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete

Phase 5: Go Live	
Deliverable: Custom website launched to the public.	
CivicPlus will:	Client will:
• address system issues and bugs that Client finds • redirect the domain name to the newly developed website as per approved timeline	• test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website

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C₽ Exhibit A.1 for **City of Ashland, WI**

Addendum 2 to Exhibit A.1 - Redesign Details

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign
• New design for all items originally contracted for (main site, department headers and subsites)
• Redevelop banner
• Redevelop navigation method (may choose top drop-down or other options)
• Design setup - wireframe
• Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
• Project Management
• Testing
• Review
• Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
• Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
• Spelling and broken links will be checked and reported if unable to correct

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⊂⊃ Exhibit A.1 for **City of Ashland, WI**

Addendum 3 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

Data Center	• Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	• Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	• Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	• Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers

DDoS Mitigation	• Defined DDoS Attack Process
	    • Identify attack source
	    • Identify type of attack
	    • Monitor attack for threshold engagement

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CP Exhibit A.1 for **City of Ashland, WI**

Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is $175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	**Maintenance of CivicPlus GCMS®**
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
	System Enhancements
24/7 Emergency Support	Fixes
Dedicated Support Personnel	Improvements
Usability Improvements	Integration
Integration of System Enhancements	Testing
Proactive Support for Updates & Fixes	Development
Online Training Manuals	Usage License
Monthly Newsletters	
Routine Follow-up Check-ins	
CivicPlus Connection	

V. SLA03.01.16-0001

Exhibit A.1 for **City of Ashland, WI**

CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the CGMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).

- "Unavailable" and "Unavailability" mean:

  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.

  - The Main page of the site returns a status other than 200 or 302 3 times in a row.

- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9%	1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;

2. the dates and times of each Unavailability incident that you are claiming;

3. the affected Site domains; and

4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

V. SLA03.01.16-0001

CP Exhibit A.1 for **City of Ashland, WI**

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.

- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.

- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	**Service Credit Percentage**
24 Hours	10% of one month's fee

V. SLA03.01.16-0001

CP CIVICPLUS

CivicEngage Premium Package - Modules
Activities
Agenda Center
Alert Center
Archive Center
Bid Postings
Blog
Business/Resource Directory
Calendar
Citizen Request Tracker™
Community Voice™
Document Center
Facilities & Reservations
Form Center
Frequently Asked Questions
Job Postings
News Flash
Notify Me™ email and 500 SMS subscribers
Photo Gallery
Quick Links
Staff Directory

CivicEngage Premium Package – Module Details

- Activities – Organize and Publish community activities available for registration.
- Agenda Center – Create and Display agendas and minutes for various civic organizations
- Alert Center – Post emergency or important information on your website to notify citizens via email and SMS.
- Archive Center – Specifically for the storage and retrieval of agendas, minutes, newsletters and other date-driven documents
- Bid Postings – Simple and easy to use method of posting your bids
- Blog – Post opinions/information about various community topics and allow citizen comments and subscriptions
- Business / Resource Directory – List municipal contact information and community resources
- Calendar – Create multiple calendars and events to inform citizens of upcoming activities.
- Citizen Request Tracker™ – Allow users to report a problem and provide follow-up communication with the point of contact
- Community Voice™ – Interact with citizens about projects in your community
- Document Center – Organize and house documents in one central location
- Facilities & Reservations – Showcase community facilities and allow reservations online
- Form Center – Create custom online forms that can be completed and submitted online
- Frequently Asked Questions (FAQs) – Answer the most frequently asked questions from your visitors
- Job Postings – Post available jobs online and accept online applications
- News Flash - Provides an area where important and timely news and announcements are posted
- NotifyMe™ - Allows visitors to sign up and be notified via email about community activities, meetings and other updates to your website. (*Includes 500 SMS subscribers*)
- Photo Gallery - Store and display photos
- Quick Links - Citizens can go to find direct links to the most commonly requested site areas, documents, and forms.
- Staff Directory - Detailed contact information for your staff and offices.

CivicEngage Premium Package - Built-In Redesign

At CivicPlus, we realize that over time, you might want to change the design of your website by giving it a visual refresh. On average, we have noticed that clients tend to request a redesign about every three to four years in the life of a typical government website. But instead of starting completely from scratch with a new website rebuild, our Premium Package comes with a redesign after every 4 years (48 months) of continuous service with CivicPlus. This will help save you time and effort, but lots of money too!

Project Development

Typical Project Timeline	Timeline
Website Optimization Includes: Needs assessment, best practices, and takeaways assigned.	4-6 weeks
Website Layout Includes: Layout presentation, mood board and main navigation review, design feedback meeting and approval and takeaways assigned.	3-6 weeks
Website Reveal Includes: Presentation of a functional website based on goals, recommendations and combined vision; final approval and take- always assigned.	3-7 weeks
Customized Training Includes: Customized to give your staff the skills they need to maintain your website.	3-4 weeks
Go Live	3-5 weeks
Website Launch	16 – 28 Weeks (On Average)

Hosting & Security

CivicPlus protects your investment and takes hosting and security of our client seriously. Redundant power sources and internet access ensures consistent and stable connections. We invest over $1.0 million annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. To help ensure your site is protected at the level you need, CivicPlus offers two options for coverage.

Included Hosting & Security Package

Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled. From our secure date center facilities to constant and vigilant monitoring and updating of your system, including 99.7% guaranteed up-time. We've got you covered.

Platinum Hosting & Security Package

Ensuring your visitors can access your site and that it continues to be business as usual with least amount of interruption is attainable through the CivicPlus Platinum hosting and security. Cyber security is a high profile topic that makes the news almost daily. Every industry is a target, including local government. Our Platinum package protects your site through all of our included hosting and security features, but also adds the peace of mind of comprehensive and continuous DDoS protection. Our team has been pressure tested by high-profile events and has the experience and expertise to handle any situation. We've got you covered.

Ongoing Protection Services

If you choose the included package and experience a DDoS attack or threat, CivicPlus has mitigation and DDoS Advanced Security options that are available to you at the time of event. Whatever your needs are we have an option that will be a fit for your community.

Hosting & Security Features	Included Hosting & Security	Platinum Upgrade Hosting & Security
Data Center		
Highly reliable data center	☑	☑
Managed network infrastructure	☑	☑
On-site power backup & generators	☑	☑
Multiple telecom/network providers	☑	☑
Fully redundant network	☑	☑
Highly secure facility	☑	☑
System monitoring	24/7/365	24/7/365
Hosting		
Automated CivicEngage (CMS) software updates	☑	☑
Server management & monitoring	☑	☑
Multi-tiered software architecture	☑	☑
Server software updates & security patches	☑	☑
Database server updates & security patches	☑	☑
Antivirus management & updates	☑	☑
Server-class hardware from nationally recognized provider	☑	☑
Redundant firewall solutions	☑	☑
High performance SAN with N+2 reliability	☑	☑
Bandwidth		
Multiple network providers in place	☑	☑
Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)	☑	☑
Burst bandwidth	22 Gb/s	45 Gb/s
Disaster Recovery		
Emergency after-hours support, live agent (24/7)	☑	☑
On-line status monitor by Data Center	☑	☑
Event notification emails	☑	☑

Guaranteed recovery TIME objective (RTO)	8 hours	4 hours
Guaranteed recovery POINT objective (RPO)	24 hours	4 hours
Pre-emptive monitoring for disaster situations	☑	☑
Multiple data centers	☑	☑
Geographically diverse data centers	☑	☑
DDoS Mitigation		
Defined DDoS Attack Process		
Identify attack source	☑	☑
Identify type of attack	☑	☑
Monitor attack for threshold engagement	☑	☑
DDoS Advanced Security Coverage		
Continuous DDoS mitigation coverage	**Not Included** Additional coverage available at time of event. (Additional fees apply)	☑
Content Distribution Network support		☑
Proxy server support		☑
Live User Detection service		☑

Continuing Service & Support

CivicPlus won't be with you just for the development, design and launch – we will be here year after year to respond to new needs and new opportunities for you to continue to have the best site possible. We offer all of our clients continuing support and additional advantages as a member of the CivicPlus family.

Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of Community Engagement that you desire. Upon website Go Live, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Around-the-Clock Technical Support

Our support personnel are ready to answer your staff members' questions and ensure their confidence in using our site. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls and emails, and our emergency support personnel is also available 24/7.

In addition to fielding support requests, CivicPlus is proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity and the internet in general, our personnel often identify and correct issues before they even affect our clients' websites. Our expertise in website management provides assurance

Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install service patches for OS system enhancements	Shared Web/SQL Server DNS Consulting & Maintenance
24/7 Emergency Support	Fixes	Monitor bandwidth-router traffic
Dedicated support personnel	Improvements	Redundant ISP
2-hour response during normal hours	Integration	Redundant cooling
Usability improvements	Testing	Diesel powered generator
Integration of system enhancements	Development	Daily tape backup
Proactive support for updates & fixes	Usage License	Intrusion detection & prevention
Online training manuals		Antivirus protection
Monthly newsletters		Upgrade hardware
Routine follow-up check-ins		
CivicPlus connection		

Company Information

Contact Information	Justin Blecha Sales Representative Blecha@CivicPlus.com Direct line: 785.370.7760	Primary Office	302 S. 4th Street, Suite 500 Manhattan, KS 66502 Toll Free 888-228-2233 Fax 785-587-8951
Incorporated In	State of Kansas	Company Website	www.CivicPlus.com
Legal Name	Icon Enterprises, Inc. d/b/a CivicPlus	Company Founder	Ward Morgan, President/CEO
GSA Contract	# GS-35F-0124U	TIPS/TAPS Contract	# 2092613
CMAS Contract	# 3-13-70-2966A		

Find yourself next to the water.

A S H L A N D

City of Ashland, Wisconsin
601 Main Street West —— Ashland, WI 54806 —— www.coawi.org

City of Ashland Website Plan of Policy and Use

To: Administration, Department Heads and Designated Website Users
RE: City of Ashland Official Website

Intent and Purpose:
In order to provide clear instruction in the use and upkeep of the website for the City of Ashland, these guidelines are created to define expectations for the users of the website.

The City website should be a representative of what the City is able to offer in an enthusiastic and vibrant display. The goal is simple: a consistently updated website to not only inform the public within and outside the City but to also promote the City to prospective residents, businesses and visitors, all while displaying how exceptional this area is and why we are proud to be a part of it.

The goal for the website is to be:
- A true representation of the beauty of the City and its gems
- Inviting to encourage repeat site traffic and visitors
- Interactive with the public as a resource for questions and answers
- Current and reliable news and information
- An accessible, single source of local government and services
- A dependable link to the how-to's and what-if's for the citizens
- A magnet for shoppers and businesses alike
- A prominent display for vacation destinations and potential residents

USERS:
Administration and IT will be authorized to oversee potential projects and content, and reflect what would be best and appropriately displayed on the website. We will utilize an 'administrative control' option that will allow for permissions and approval of content. With the assistance of the website developer, the administration will be able to ensure the elements are within the website's capacity and compatibility to remain within the scope and strategic plan of the City.

Department Heads or appointed users within each department will be responsible for the general upkeep and notices for their departments. There will be an expectation of regularly updating information, occasionally as things arise, and removal of information just the same. This might include news events, projects or RFPs with deadlines, construction updates and/or changes, office or department personnel availability, meeting notices and agenda items, public hearings, how-to items or questionnaires, or public service announcements. As administration will have oversight, reminders may be burdensome but necessary. Ideally, there should be time set aside weekly at a minimum to ensure the department's information is up to date and accurate.

CONTENT:

As you work to define what each department's page looks like and contains, all staff are welcome to provide ideas, suggestions, and needs to be sure the website evenly and consistently benefits all departments, and represents each accordingly. Although each department is so vastly different, they are all connected just the same, and this will be conveyed throughout the website.

TRAINING:

Once it is determined who is the main user for each department, staff will have predetermined permissions and the necessary training accordingly to maintain their pages independently. Ongoing assistance will be available through short how-to webinars and videos, online chat and by phone. Live website host support personnel will be available 24/7 for assistance, issues or questions that may arise.

I want to emphasize that this project is only going to be successful if all staff remain involved and motivated to continue the process. This cannot be done through only a few players – we need the whole team. I sincerely appreciate your efforts and enthusiasm in this project, and invite any and all comments and recommendations throughout this venture.

Thank You!
Denise