

## PROFESSIONAL SERVICES AGREEMENT

THIS CONTRACTUAL AGREEMENT, made and entered into this 16<sup>th</sup> day of February, 2011, by and between the City of Pensacola, Florida, a municipal corporation, hereinafter referred to as "City", and The 1559 Group, LLC, a Florida limited liability company, hereinafter referred to as the "Firm.", with its principal office and place of business at 226 South Palafox Place, Suite 107, Pensacola, FL 32502

### WITNESSETH:

WHEREAS, after a careful consideration of the professional services fee proposal submitted by the Firm, the Mayor of the City of Pensacola has heretofore authorized the acceptance of such proposal, and the execution, in the name of the City of Pensacola a contract with the said Firm covering said City of Pensacola Web Site Redesign- Phases 1 & 2

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

### I. SCOPE

The Firm is to provide the professional services as described in Exhibit "A" attached hereto. If there are any inconsistencies between this Agreement and the attached Exhibit A, this Agreement shall control.

### II. PRICING

#### **Web Redesign**

The City shall pay to the Firm for all services and expenses a total of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00). Payment shall be made as follows:

- 1) For Phase 1 (Site Redesign) work, as described in Exhibit A, full payment of \$17,000 shall be made after completion of all of the design work described in Phase 1 and written acceptance of the work by the City.
- 2) For Phase 2 (Back-end Development/Art Direction/Copywriting) work, as described in Exhibit A, the Firm may invoice the City for thirty percent (30%) of the total cost of Phase 2 (\$11,400) in three intervals after 30%, 60% and 90% of the work, respectively, is completed and delivered to the City; and
- 3) The remaining 10% of the Phase 2 total cost (\$3,800) shall be payable upon acceptance in writing by the City of the work completed by the Firm.

#### **Maintenance**

Beginning on the day immediately following written acceptance of the work by the City, the Firm shall provide maintenance to the City for the website as described in Exhibit A. The cost of monthly maintenance services shall be \$2,500 per calendar month. The Firm will invoice the City at the beginning of each calendar month for the maintenance provided during the prior calendar month. Maintenance provided for less than a full calendar month will be prorated. The term for maintenance services shall expire on September 30, 2011 unless extended by the parties in writing.

Payment for all work and maintenance is subject to availability of funds in the City's budget.

### III. MISCELLANEOUS PROVISIONS

- A. The Firm shall comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the performance of work under this Agreement.
- B. No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding on the City unless in writing and signed by the Mayor or his designee.

- C. This Agreement may be terminated in whole or in part by the City at any time and for any reason in accordance with this clause whenever the City shall determine that such termination is in the best interest of the City with 30 days written notice to the Firm. An equitable adjustment in the contract price shall be made for work that is completed and delivered to the City and determined to be useable by the City in its sole discretion, but no amount shall be allowed for anticipated profit on unperformed services.
- D. This Agreement is governed and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall lie in Escambia County, Florida.
- E. Firm agrees that it will not discriminate on the basis of race, religion, color, national origin, sex, age, marital status, disability, or any other class protected against discrimination by federal, state or local law in the performance of this Agreement.
- F. This Agreement, including exhibits, if any, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.

**Exhibit "A" Proposal**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in triplicate and sealed the day and year first above written.

The 1559 Group, LLC, a Florida limited liability company

By: Scott H. Mitchell  
Scott H. Mitchell, Manager

Witness: [Signature]  
Printed name: James C. Aull

Witness: [Signature]  
Printed name: Scott Wheatley

CITY OF PENSACOLA, FLORIDA

[Signature]  
Ashton J. Hayward, III, Mayor

[Signature]  
City Clerk, Ericka L. Burnett

Approved As To Content:  
[Signature]  
Sherry Posey, Director of MIS

Approved As To Form and Execution:  
[Signature]  
William D. Wells, City Attorney

**EXHIBIT A**  
**SCOPE OF WORK**

## City of Pensacola – Website Redesign Scope of Work

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The following proposal consists of a two-phase plan that will improve the City of Pensacola's website by providing a new look and implementing a website management system that will facilitate website updates. The overall goal of the project is to accomplish Mayor Hayward's stated goals for a new digital portal for the city:

1. Complete re-design and re-branding of the city's "digital image"
2. Update to current web standards compliance
3. Allow for better engagement of citizens through easy information access
4. Increase interaction between city staff, elected officials and citizens through interactive features
5. Utilize Social Media outlets (Facebook, Twitter, YouTube)
6. Be a single-point, reliable source of information during emergencies
7. Disseminate the mayor and city's policy initiatives and accomplishments

### Phase 1: Site Redesign

#### Scope of Work

The overall objective of the first phase is to provide the current site with a new consistent look, improve the usability, and integrate social media into the site. During this phase a new template design will be implemented into all existing pages on the City of Pensacola's website (<http://www.ci.pensacola.fl.us>), excluding those pages that are dynamically created by third party software systems, excluding QPublish, the current administrative back-end software system. All pages on the site will be modified to follow the new design standards that will be set. All content will be updated to the most current information with the help of the M.I.S. department. Accessibility features will be added to the site including text size and font color options. The site will remain at the current hosting location (City of Pensacola Hosting Facility) during the first phase.

Social media sites that the City of Pensacola's website will include: Facebook, Twitter and YouTube. Social Networking portals will be developed and implemented for the Mayor and individual City Council Members. This includes development both on the social media portal sites themselves as well as developing, testing and implementing code necessary to activate the portal links and Facebook & Twitter feeds as well as integrate YouTube videos into the front page of the site.

### Phase 2: Back-end Development/Art Direction/Copywriting

#### Scope of Work

In the second phase a multi-level administrative content management system (CMS) will be created. The CMS will be created using Drupal 7's open-source PHP platform. The site will be created in an external server environment in an effort to manage security and expedite production time.

Six (6) select departments will be included in the second phase back-end creation, although all front-end information from the first phase will be available to the public at the end of phase two. The reason for the limited Department back-end creation is because we will be able to be thorough and we will gain a better understanding of what back-end features will be needed for future phases.

Included Departments:

- Mayor's Office
- City Council
- Civil Service
- Bids & RFP's

- Library
- Management Information Systems

The following modules will be implemented into the site in phase 2:

- Event Calendar – Administrator Approval / Priority Level
- Current Events Image/News feed ticker
- Accessibility Module
- Emergency Information Page
- Emergency Information Mode
- Social Networking Module
- Search Engine Optimization Modules

Phase two will also include the art direction necessary to better position the city's site to "sell" Pensacola to potential visitors and those relocating to the area. This will be accomplished by staging photographs of the city, key staff and landmarks.

Finally, Phase two will conclude with the development by 1559 Group of Standard Operating Procedures (SOP) Manuals that explain, in detail, the operation and administration of the site. This will include 2 weeks of on-site training with key staff, online video tutorials accessible through the site's admin section, as well as printing and distribution of the manuals.

Upon completion of phase 2, hosting will be addressed.

### **Maintenance Agreement**

The project shall be considered as completed and accepted once the website is operational on the live server for more than 10 calendar days.

### **Technical Support**

Ongoing technical support of the developed website post-delivery for an extended period of six (6) months will be provided to the client. The details of the technical support provided will be as follows:

After deployment, should there be any bugs in the final website; 1559 Group will fix these bugs free of charge for the first six (6) months. The 1559 Group will be committed to complete the development as per the scope of the work defined and will rectify any bugs that occur in the site. A bug would be defined as those which conflict with the scope of work as defined in the proposal and undertaken by the 1559 Group for development.

The aforementioned free support would be void if the Client or any other party who has access to the source code modifies the source code, causing the error.

The 1559 Group will not be responsible for any changes done to the site on behalf of the client, any person representing the client party, or any freelancers or affiliates of the client party. This includes modification of design themes, source code, databases, or any server-side code hosted on the client server.

All contact concerning technical support must come from the M.I.S. department in the form of an e-mail or telephone call.

### **Modifications / Additions**

A total of ten (10) development hours will be provided for website modifications and additions to the website. All additional hours will be billed at a rate of \$95.00 per hour.

All contact concerning modifications / additions must come from the M.I.S. department in the form of an e-mail or telephone call.

## Security

Unlimited maintenance will be provided for any new security patch or security issue will be fixed.

## Additional Maintenance

- On-going training (up to 50 hours per month)
  - This includes key MIS department heads and staff, and any other department key staff tasked with updating and maintaining the site. Training and questions will be scheduled through the MIS department.
- Continued assurance of current information facilitated by working with staff to insure timeliness of content
- Support of Social Media portals for Mayor and City Council as well as Key Staff

No 3<sup>rd</sup> party software updates / modifications will be included in the maintenance contract.

## Project Timeframe

Phase 1 – 30 Days- February 10-March 10, 2011.

Phase 2 – 90 Days- February 10-May 10, 2011

Maintenance Agreement – Six (6) months from project completion, commencing May 10, 2011, option for renewal after November 10, 2011.

(Please see attached detailed project timeline)

## Cost Outline

Phase 1 –	\$17,000
Phase 2 –	\$38,000
<b>TOTAL –</b>	<b>\$55,000</b>

Maintenance Agreement: \$2500/monthly

\*After meetings with members of the MIS department, the scope of work expanded, and costs were more accurately defined.