

Executive Summary Form -- Professional Service Agreement

Contract Name: Piper Mountain Webs – Library Website Contractual Terms

Contract Number: _____

Statement of Purpose and Need (3-5 Sentences) Contract covers web site products, annual web site hosting services, and technical Support between Piper Mountain Webs and Gila County Library District for five consecutive single-year terms beginning effective 3/15/2011 and continuing through 3/14/2016. This contract will provide the Library District with a new web site inclusive of all affiliate public libraries within Gila County.

Contract End Date: March 14, 2016 Renewal Option: Yes

Maximum Dollar Limit: \$ \$4,050 No

Contact Information:

Firm Name: Piper Mountain Webs, LLC Contact Person: Dale Dormody

Address: 125 Wild Acres Rd., #2 Phone: 603-524-0937

City: Gilford State: NH Zip: 03249 FAX: _____

Email: ddormody@librarywebsites.com

Fund: 600 Type of Funds: Restricted

x Grant

Fund Code: 6000.600.4200.10 & 6010.600.10 x General Fund

Other

Special Notes:

Website Template Setup of \$800 from LSTA "GLOW" Gila County Libraries on the Web Grant Website hosting services, e-mail, technical support, and domain name registration First Annual term from 3/15/2011 through 3/14/12 \$650 per year from the General Fund.

Piper Mountain Webs – Library Website Contractual Terms

CLIENT:

Gila County Library District
1400 East Ash Street
Globe, AZ 85501
928-402-8768

Piper Mountain Webs, LLC
125 Wild Acres Rd, #2
Gilford, NH 03249
603-524-0937



1. Web Site Products, Annual Web Site Hosting Services, Technical Support.

a. Website template setup

CLIENT will choose a base website design from one of the template designs provided by Piper Mountain Webs. Piper Mountain Webs will work with client to customize the template design. Customization may include inserting customized images or pictures into page banners, identifying the specific list of website pages and features that will be presented on the site, developing / adding those pages to the website, and developing a navigational menu to access those pages. This contract includes up to twenty hours of Piper Mountain Webs development time for setup tasks and customization of and / or addition or substitution to the standard pages. Additional setup work will be billed at the rate of \$75 per hour.

The pages and features included with the website template are outlined on page 3. Additional or replacement pages can be included as required, within the limits of the website package selected by CLIENT.

b. Annual website hosting services

- i. **Web Hosting:** Piper Mountain Webs, by and through its choice of third party web hosting firms, will designate and maintain disk space on web and database hosting servers sufficient for hosting all web pages and applications included with the website template.
- ii. **Content Management System:** Piper Mountain Webs will provide CLIENT with access to a content management system that CLIENT will use to enter and maintain website content. CLIENT is responsible for entering and maintaining all data, images and information to be displayed on the website template pages through use of this content management system.
- iii. **Technical Support:** Piper Mountain Webs will provide technical support as required by CLIENT relative to the normal use and upkeep of the website template pages, content management system, and e-mail accounts (if any) provided by Piper Mountain Webs.
- iv. **Domain Name:** Piper Mountain Webs will work with CLIENT to transfer a single existing domain name record, or to find and reserve a single new domain name. The annual website hosting fee includes the costs of the annual domain name renewal fee for one domain name only. (At the request of CLIENT, additional domain names may be included at a cost of \$10 per year per domain name.)
- v. **E-Mail Accounts:** If needed, Piper Mountain Webs will create up to 50 e-mail accounts associated with the website domain, and will assist the CLIENT in setting up access to those e-mail accounts.

Piper Mountain Webs – Library Website Contractual Terms (cont.)

2. Fees and Payment.

a) Fees are outlined on page 3 of this agreement. Payment in full for the website template setup services, any associated options, website and database hosting services for the hosting term outlined in section 2.b must be received no later than 30 days from the date of this contract, and prior to the date that the new site is made available to the public.

b) CLIENT has agreed to five consecutive single-year terms beginning effective 3/15/11 and continuing through 3/14/16, with hosting and service fees to be billed annually. Thereafter, hosting services shall renew automatically for a one (1) year period, unless either party has provided written notice of non-renewal of the Agreement at least sixty (60) days prior to expiration of the current term. Annual renewal fees will be billed 60 days prior to expiration of each annual term, and must be paid in full prior to the expiration of each annual term. If payment is NOT received within 15 days following the expiration of each current annual term, all web hosting services and technical support will be terminated.

3. Limited Liability

CLIENT hereby agrees to indemnify and hold harmless Piper Mountain Webs from any claim arising out of CLIENT's publication of information, data, images, and content of any sort on the website template. CLIENT hereby agrees to indemnify and hold harmless Piper Mountain Webs in any claim arising out of the CLIENT'S publication of alleged illegal and /or illegally obtained materials.

Piper Mountain Webs is not responsible for CLIENT'S activities, surveys, content, results or questions from website users related to content published on the website by CLIENT.

Piper Mountain Webs agrees to indemnify and hold harmless CLIENT from any claim of infringement of intellectual property or trademarks arising out of Piper Mountain Webs' creation of templates, computer software and designs and/or the use of third-party templates, computer software or designs.

4. Cancellation and Refunds.

In the event that the initial design and setup of the website template is postponed or canceled at the request of the CLIENT by registered letter, and a refund is requested, work already completed shall be billed at the hourly rate of \$75 and deducted from the initial payment amount, along with any hosting and domain registration expenses already incurred by Piper Mountain Webs on behalf of the CLIENT. The balance will be refunded to CLIENT within 30 days from the date of the original request.

CLIENT may request termination of website and database hosting services at any time. Hosting services will be terminated within 30 days of this request, and CLIENT will receive a refund of any unused portion of the annual hosting fee.

Piper Mountain Webs – Library Website Contractual Terms (cont.)

5. Entire Understanding.

This CONTRACT constitutes the sole agreement between Piper Mountain Webs and the CLIENT regarding its Web Design Service. It becomes effective only when signed by both parties. This CONTRACT shall be governed and construed in accordance with the laws of the State of New Hampshire. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

The undersigned agrees to the terms of this CONTRACT on behalf of his or her organization or business.

On behalf of the CLIENT:

_____ Date _____

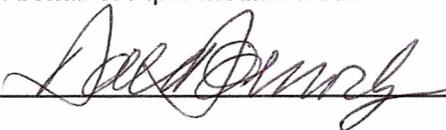
Michael A. Pastor
Chairman, Board of Directors

Approved as to form

_____ Date _____

Bryan Chambers / Chief Deputy County Attorney

On behalf of Piper Mountain Webs:

 _____ Date 2/9/11

Piper Mountain Webs – Library Website Contractual Terms (cont.)

CLIENT:

Gila County Library District
 1400 East Ash Street
 Globe, AZ 85501
 928-402-8768

Piper Mountain Webs, LLC
 125 Wild Acres Rd, #2
 Gilford, NH 03249
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Included Website Pages / Features

- | | |
|---------------------------------|--------------------------------|
| Home Page | Museum Pass Information |
| Board Meeting Agendas / Minutes | New Materials List |
| Calendar of Events | Photo Album |
| Catalog Start Page | Reference Databases |
| Children’s Page | Teens / Young Adults (TeenPak) |
| Community Information | Contact Us Form |
| Friends of the Library | Request Interlibrary Loan form |
| Hours / Directions | Reserve a Book Form |
| Internet Links | Suggest a Book Form |
| Library Policies | TeenPak Module |
| Library Services | KidPak Module |
| Library Staff / Trustees | |

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- Up to 100 additional pages beyond those listed above
 - Up to 50 e-mail Accounts
 - Annual Domain Name Registration / Renewal
 - Site Statistics Package
 - Annual website and email hosting services

Costs / Fees

Website template setup.....	\$ 800
Website hosting services, e-mail, technical support, and domain name registration	
First annual term from 3/15/11 through 3/14/12 (\$650 / year).....	\$ 650
 Total setup and hosting	 \$1,450

ADDENDUM 1 to Piper Mountain Webs – Library Website Contractual Terms

Cancellation pursuant to A.R.S. §38-511. This contract is subject to the cancellation provisions of A.R.S. §38-511.

Anti-Terrorism Warranty. Pursuant to A.R.S. §35-397 the Piper Mountain Webs certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

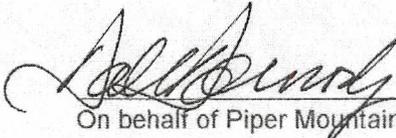
Legal Arizona Workers Act Compliance. Piper Mountain Webs hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Piper Mountain Webs's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Piper Mountain Webs shall further ensure that each subcontractor who performs any work for Piper Mountain Webs under this contract likewise complies with the State and Federal Immigration Laws.

Client shall have the right at any time to inspect the books and records of Piper Mountain Webs and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Piper Mountain Webs's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Piper Mountain Webs to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Piper Mountain Webs shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, (subject to Client approval if MWBE preferences apply) as soon as possible so as not to delay project completion.

Piper Mountain Webs shall advise each subcontractor of Client's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Client may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Piper Mountain Webs.

 Date 2/28/11 _____ Date _____
On behalf of Piper Mountain Webs: Chairman, Board of Directors

Chief Deputy County Attorney