

## PROFESSIONAL SERVICES AGREEMENT

## ~ Website Services ~

This Professional Services Agreement ("Agreement") is made by and between the EAGLE URBAN RENEWAL AGENCY, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Eagle, Idaho ("EURA"), and Valice, Inc. an Idaho Corporation (referred to herein as "Consultant").

**WHEREAS**, EURA has historically worked with Consultant and desires to hire Consultant to provide professional services upon the terms and conditions set forth herein in order to accomplish the applicable scope of services set forth on "Exhibit A" attached hereto based upon the compensation terms set forth in "Exhibit B" attached hereto, and

**WHEREAS**, Consultant desires to perform those services set forth on "Exhibit A" and agrees to do so for the compensation set forth on "Exhibit B" and in accordance with the rights and obligations set forth in this Agreement, and

**WHEREAS**, EURA and Consultant enter into this Agreement in furtherance of the public purpose, goals and objectives of EURA and its Board of Commissioners.

**NOW THEREFORE**, for consideration, the parties agree as follows:

## ~ AGREEMENT ~

1. **SCOPE OF WORK:** Consultant agrees to perform those services for EURA as identified on "Exhibit A" attached hereto and by this reference incorporated herein. Consultant will provided the design, programming and hosting services list in Exhibit A. The parties may modify the Scope of Services only by written amendment to this Agreement.

2. **FEES:** EURA agrees to pay Consultant for services rendered under this Agreement as specified on "Exhibit B" attached hereto and by this reference incorporated herein.

3. **TERM:** This Agreement shall commence as of \_\_\_\_\_, 2018 and shall remain in effect until September 31, 2018 or until the Agreement is terminated as provided herein. The Term of this Agreement automatically renew for successive one year terms (October 1 to September 31 of the applicable years) unless terminated as provided herein or one Party expresses its desire not to renew the contract to the expiration of the applicable Term.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with EURA. EURA shall determine the work to be done by Consultant, but Consultant shall determine the legal means by which it accomplishes the work specified by EURA. This Agreement shall not be construed to create any employer-employee relationship between EURA and Consultant. EURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant has no

obligation to work any particular hours or days or any particular number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines imposed by EURA. Consultant will use only qualified personnel to provide the services noted in the scope of services. Consultant has sole discretion regarding which team members provide services to EURA but will provide EURA with written notice of any changes in the team members providing services to EURA.

5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and labor expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by EURA representatives for two (2) years after final payment. Copies shall be made available to EURA upon request.

6. **FEDERAL, STATE AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by EURA on behalf of Consultant or the employees of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be liable for self-employment (Social Security) tax to be paid by Consultant according to law.

7. **LICENSES AND LAW:** Consultant represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". Consultant agrees to comply with all applicable Eagle City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **FRINGE BENEFITS:** Because Consultant is engaged in its own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of EURA, if any.

9. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall maintain worker's compensation insurance as required and in accordance with Idaho law. Consultant shall at all times during its Contract or Agreement with EURA maintain liability insurance in which EURA shall be named as an additional insured in the minimum amounts as follows: General Liability (\$2,000,000.00) per incident or occurrence, Professional Liability/errors and omissions (\$1,000,000.00) aggregate, automobile liability insurance (\$1,000,000.00) per incident or occurrence. The limits of insurance shall not be deemed a limitation of the covenants to indemnify, save and hold harmless EURA.

10. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:**

In performing the Services Consultant will be using a mix of Consultant developed proprietary code, EURA custom code and third party software (WordPress or other open source licensed software). EURA will own all of its custom code. Upon termination or expiration of this Agreement, Consultant will provide EURA with the packaged files for Consultant's code, Eura's

customized code and the files for all of the open source plugins. EURA would need to procure licenses for any of said premium plugins included under Consultant's internal licenses. The EURA site will not be utilizing any premium plugins initially but if additional functionality is requested in the future then premium plugins may be needed. If premium plugins are used and the EURA desires to continue their use after termination or expiration of the Agreement, then the applicable licenses will need to be directly procured by EURA.

12. **CONFIDENTIALITY:** Consultant agrees to maintain the confidentiality of all work product produced under this Agreement, including without limitation both interim and draft, materials, reports, graphics, and any other documents unless and until EURA signifies its written approval that such work product may be disclosed to third parties.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Chairman of EURA or his/her designee shall be EURA's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both EURA and Consultant.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Consultant shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of EURA.

17. **TERMINATION OF AGREEMENT:** Each party reserves the right to terminate this Agreement at any time, for any reason or no reason, by giving at least thirty (30) days' notice in writing to the other party. If this Agreement is terminated as provided herein, Consultant shall be paid an amount for all work in progress that has been satisfactorily completed as of the date the notice of termination is provided yet not invoiced. Upon termination Consultant shall transfer, assign and make available to EURA all property and materials in Consultant's possession or control belonging to and paid for by EURA.

18. **WARRANTY.** Consultant warrants that all work, deliverables and services provided will be performed and provided in good faith and in a good workmanlike manner and will be free from defect or faulty workmanship under normal use. During the Consultant's recommended testing period and for a period of thirty (30) days following completion of the testing, Consultant will correct without cost to EURA any anomalies or that occur due to defects in the source code. This warranty does not cover items damaged, modified or misused after delivery by Consultant. EURA warrants it owns or has the requisite authorization or license to use all information and materials provided by EURA for use in the services provided by Consultant and/or inclusion on the EURA website.

19. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To EURA:

To Consultant:

Stan Bastian, Chairman  
Eagle Urban Renewal District  
Eagle City Hall  
660 E. Civic Lane  
Eagle, Idaho 83616

Jenna Farr  
Valice, Inc.  
13601 W. McMillan Rd.  
Boise, Idaho 83713

20. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by EURA, in whole or in part, and may result in ineligibility for further work for EURA.

21. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless EURA and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to EURA, persons or property for any negligent act, error or omission arising out of or in connection with any breach of the Agreement or performances or activities of Consultant or its officers or employees under this Agreement. To the extent permitted by law, EURA agrees to indemnify, defend, and hold harmless Consultant and its officers, agents, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to persons or property for any negligent act, error or omission arising out of or in connection with any breach of this Agreement or performances or activities of EURA or its officers or employees under this Agreement.

22. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Ada County, Idaho.

24. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

25. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

26. **DISPUTES:** In the event that a dispute arises between EURA and Consultant regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern

States or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

27. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

**IN WITNESS WHEREOF,** EURA and Consultant have executed this Agreement as of the dates noted below.

EAGLE URBAN RENWAL AGENCY

By: 

Stan Bastian - Chairman

Date: 2/6/18

CONSULTANT

By: 

Jenna Farr - Director of Customer Service and Support

Date: 1/24/2018

# EXHIBIT A

## Scope of Services



#10-2

### Website Updates, Management and Hosting

Services Proposal Prepared for Eagle Urban Renewal November 15, 2017

#### Project Overview

The Eagle Urban Renewal website was designed and developed before the wide adoption of modern mobile website rendering. We recommend a slight update and modernization to the design and while performing these changes, we'll also update the core version of WordPress and install/configure tools to provide a higher level of service and support for the website.

- Professional, modern responsive (mobile friendly) design layout with more fluid and cohesive content placement
- Updated core version of WordPress
- Obliterated folder structures for enhanced WordPress security
- Installation of Valice monitoring and security tools

After completing these updates, the website will be eligible for the Valice Website subscription, which will include regular core WordPress updates, regular plugin updates, website monitoring, website backup management, and enhanced website security. This subscription cost is equal to what Eagle Urban Renewal is currently paying for its Managed Linux Hosting subscription.

Eagle Urban Renewal will continue to have editor access to WordPress to perform regular content and page updates.

www.valice.com | 714.433.8111



## Scope of Proposed Services

### Website Design & Development

#### WordPress Configuration & Theme Design

WordPress core update and folder structure changes	\$150.00
WordPress theme modification to support mobile responsive design	\$500.00
<b>Total</b>	<b>\$650.00</b>

Valice Website Subscription	
Hardware / Software / Services	Software / Services / Hardware
100GB virtual disk storage	WordPress core updates
4TB monthly data transfer	Functionality updates as released
512 MB application memory	Security updates
Website monitoring and alerting	Access to Valice support portal
WordPress security hardening	Google Analytics reporting
Site caching / modification	Google Search Console management
Login protection	Security scanning
SSL Certificate	Site backup / recovery
	<b>\$34.95 /month</b>
	<b>or \$417.46 /year (10% discount)</b>

www.valice.com | 01101007



### Professional Services

We understand that websites are dynamic and requirements are always changing. Valice provides ongoing website development, design and editing services for all active website subscriptions.

If you have elected to manage your website content in house, the minimum service engagement for Professional Services is one hour. If you have elected to have Valice manage your website content, the minimum service engagement is 15 minutes. Professional Services requests beyond one hour will be quoted and approved prior to completion.

<b>Service</b>	<b>Rate</b>
Basic WordPress edit and data entry	\$100 /hour
Plugin configurations	\$150 /hour
Design support (graphics creation, page layouts, or other style changes)	\$150 /hour
Custom development or modifications to core plugins and functionality	\$,700 /hour
One on One WordPress Training	\$120 /hour





## Company and Capabilities

Valice is a hosting and website development provider with a focus on making the web easier for businesses and organizations. We recommend, execute and support the most effective website technology solutions at the individual organization level. Our approach is the same for the mom and pop company with simple website and hosting needs as it is for the enterprise looking to improve online content delivery and communication. This end-to-end breadth of expertise combined with intimate customer relationships, make Valice unique.

### Capabilities

#### *Technology Services*

- Web Hosting
- VPS Hosting
- Dedicated Server Hosting
- Email Hosting

#### *Development & Design*

- ASP, NET, PHP, AJAX, JQUERY, XHTML, CSS
- WordPress Theming
- WordPress Plugin Development
- eCommerce Development (WooCommerce)
- Web Based Application Development
- WordPress Integrations
- Website Graphics

#### *Customer Support*

- 800 based in house customer support and website support
- Web based live chat and secure online support portal and ticketing system
- 24/7 critical support

www.valice.com | 800.711.1122



### **Datacenter and Facilities**

- SSAE 16 Type 1 Certified
- Physical key and HID security card required for access
- Security cameras covering inside and outside of facility
- Multiple redundant 10 Gigabit Ethernet fiber backbone connections with full BGP routing
- Parallel redundant N+1 100kW UPS battery backup systems for immediate power protection
- Multiple Caterpillar Megawatt generators designed to handle any longer term power outage scenarios
- A/B power feeds from independent 100kVA transformers
- Cooling provided by Liebert air handlers utilizing an energy efficient York chilled water/glycol system with redundant pumps
- Fire protection is provided by a pre-action dry pipe system that is controlled by a high end VESDA smoke control center for advanced early stage detection
- Seismic zone factor of 0.20 conforming to the Uniform Building Code (UBC)
- Tele grade building ground and roof lightning protection ring
- Temperature and humidity levels compliant with the 2008 ASHRAE class 1 environmental guidelines for Datacom equipment

### **Hardware & Software**

Even though we utilize virtualization technology to assist with server security, our approach is to first ensure fault tolerance at the hardware level. To that end, all physical servers and storage arrays in our environment are configured with:

- Hot swap redundant power supplies
- Redundant NICs with load balancing and failover support
- Hardware RAID controllers with battery backed cache
- Hot swap hard drives configured in various RAID configurations depending on their purpose
- Hot swap redundant cooling

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### **Company History and Background**

Valice was formed out of the merger between Outerworld Networking and The White Space in 2008. Businesses' needs for both technical and marketing expertise for web based solutions drove this seamless partnership.

Outerworld was established in 1997 as a small hosting and programming provider and had grown to service and manage over 200 accounts by the time of the merger. The company employed information technology and programming expertise as well as a significant and state-of-the-art hosting infrastructure.

The White Space was established in 2006 and offered creative design and marketing services geared toward a small business clientele that had reached over 100 customers by the time of the merger. The company employed design and marketing professionals with larger agency experience who could take the elements and plans that worked for large companies and translate them into solutions for small businesses and startups.

Today Valice services over 1,500 active subscriptions, utilizing us for website design, development, management and hosting. Our team has a can-do approach to problems, a passion for helping businesses grow, and a zealous spirit for customer support.

### **Recent Website Examples**

Treasure Valley Food Coalition

[www.treasurevalleyfoodcoalition.org](http://www.treasurevalleyfoodcoalition.org)

Ultra Clean

[www.ultracleanore.com](http://www.ultracleanore.com)

Southwest Idaho Manufacturers' Alliance

[www.swi-ma.org](http://www.swi-ma.org)

Treasure Valley Family YMCA

[www.ymcavtvalley.org](http://www.ymcavtvalley.org)

Living Real Estate

[www.westrealtypro.com](http://www.westrealtypro.com)

Georgia Yoga Center of Boise

[www.georgiayogaboise.com](http://www.georgiayogaboise.com)

**EXHIBIT B**  
**Payment of Fees**

Consultant shall invoice EURA upon completion of the initial work to design the new website in the amounts and at the rates noted in Exhibit A. Consultant shall invoice EURA monthly for website hosting and maintenance and support services in the amounts and at the rates noted in Exhibit A. If applicable, billable time will be rounded up or down to the nearest quarter hour with the minimum billing time being one quarter hour. All invoices to be paid by EURA within thirty (30) days of receipt of the proper invoice. Invoices not paid within sixty (60) days shall incur a three percent (3%) finance charge on the balance owed. EURA will pay or reimburse Consultant for out of pocket expenses which may include long distance phone charges, express mail costs, out of town mileage at \$.051 per mile. Other travel and lodging expenses will be reimbursed if they are approved in advance by EURA.