

# PROPOSAL

Ongoing Website Support Services

Provided to:

**Fulton County Government**

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# Client Support Services

We offer ongoing responsive support as well as retainer services with a dedicated number of hours per month to implement solutions for all of your needs. Our Client Services Support program enables Americaneagle.com to allocate a consistent bucket of hours each month to be used by Fulton County Government (“Client”) for a myriad of support services – from designing new banner ads, implementing new site features, making database changes, and more.

Support hours can be used for any Americaneagle.com service, such as:

- Strategy & Consulting
- Visual Design
- Platform Updates
- Testing & Validation
- Technical Support
- Account Management
- Content
- Search Engine Optimization
- Performance & UX Analysis
- Paid Search Management
- Training
- Programming
- Analytics & Data Analysis
- System Integrations
- And More

## Key Benefits

Here are some of the key benefits of the Support Program:

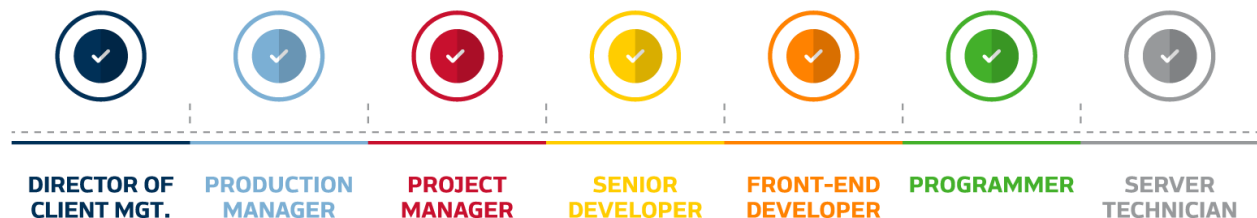
- **Budgeting:** It is easier for Fulton County Government to budget web development expenses if it is fixed from month to month.
- **Scalability:** The Support Program can be scaled up or down depending on demand over time. This initial hour allocation is based on expected need.
- **Timing:** Because we know that Fulton County Government will be investing in these support hours every month, we are able to allocate sufficient resources to guarantee timely implementations.
- **Quoting:** Formal quotes will not be as necessary as many upgrades will simply be requested on an as-needed basis. However, larger projects that require a team of experts will require a separate quote.
- **Talent:** Some of our most skilled programming staff is dedicated to our Client Services Team to ensure that we are providing the highest quality of service as your site evolves and grows over time.

## Support Hours

Fulton County Government’s Support Program will include **60 hours per month**. This is a rolling block of time that will accrue and roll over month after month for up to 12 months. The support hours expire if not used within a rolling 12 month period.

If more work is needed after the allotted time, Americaneagle.com’s staff will complete the work at the standard rate of **\$200 per hour**. Large projects require a separate proposal and additional fees.

# SUPPORT TEAM



## Website Maintenance and Support Level Agreement (SLA)

Level	Definition	Client Obligation	Americaneagle.com Obligation
1	<b><u>Critical:</u></b> Site unavailable or non-conformity in the website causes consistent user system response delays.	Verbal and written/email notification of unavailability or non-conformity as soon as possible (within one (1) hour) after determination of the unavailability for non-conformity.	Written/email or verbal acknowledgment of unavailability or non-conformity within one (1) hour of notice from Client, modifications to site addressed within 24 hours of notice from Client.
2	<b><u>Serious:</u></b> Users cannot operate the website without help.	Verbal and written/email notification of unavailability or non-conformity as soon as possible (within one (1) hour) after determination of the unavailability or non-conformity.	Written/email or verbal acknowledgment of unavailability or non-conformity within one (1) hour of notice from Client, modifications to the Site addressed within forty-eight (48) hours of notice from Client.
3	<b><u>Intermittent:</u></b> Non-conformity in the website (intermittent bugs) causes material modules or features to not work.	Written/email notification of non-conformity within five (5) business days of determination of the non-conformity.	Written/email or verbal acknowledgment of non-conformity within two (2) days of notice from Client, modifications to the Site to be released within five (5) business days.
4	<b><u>Non-Critical:</u></b> Non-conformity in the website reduces the efficiency of the website, material access to the website still available. Users or Client would like to understand operation or gain additional information.	Written/email notification of non-conformity within ten (10) business days of determination of the non-conformity.	Written/email or verbal acknowledgment of non-conformity within five (5) business days of notice from Client, modifications to the Site to be released within next standard release cycle.

## After Hours Escalation Matrix

Level	Designation	How / When to Escalate
1	On Call System	Contact immediately upon discovery of issue.
2	On Call Americaneagle.com Server Technician	Escalate immediately if it is a server level issue.
3	On Call Americaneagle.com Account Manager	Request update on issue.
4	On Call Americaneagle.com Account Programmer	Escalate immediately if it is a programming related issue.
5	Account Manager	Request update on issue and / or escalate if no information is available from On Call Staff.
6	Team Director	Request update on issue and / or escalate if no information is available from Account Manager/Project Manager.
7	Executives	Escalate if no information is available from Account Manager/Project Manager / Team Manager or if the information received does not meet expectation.

## Roles & Responsibilities

All requests for website maintenance and support can be submitted using Americaneagle.com's Support Ticket System. This system includes the capability to flag a support ticket as High Priority or Urgent. For such tickets, we will handle them as expeditiously as possible, based directly upon the specific circumstances. After business hours, we ask clients to call our main telephone number to report any emergencies, as we keep team members on-call for these types of emergencies.

- 1. On Call System:** Responds and routes all issues to the appropriate On Call Americaneagle.com staff during off hours.
- 2. On Call Americaneagle.com Server Technician:** Troubleshoots all server (hardware/software/network) level issues during off hours.
- 3. On Call Americaneagle.com Account Manager:** Handles all communications with client and Americaneagle.com staff during off hours.
- 4. On Call Americaneagle.com Programmer:** Troubleshoots all programming level issues during off hours.
- 5. Account Manager/Project Manager:** Handles all communications with client and Americaneagle.com staff during business hours and when the On Call staff fail to resolve an issue during off hours.
- 6. Team Manager:** These are more experienced managers than account managers and are more technically competent as well. If account management is not able to solve the reported incident, it is escalated to this team or, if the priority of a ticket is higher, the ticket is escalated to this team during business hours and off hours.
- 7. Executives:** Critical issues are escalated further to this team if no resolution is found by the previous teams and negative impact to client is imminent.

# General Expectations & Assumptions

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## Project Start Date

Unless otherwise mutually agreed to in writing, the project start date will be approximately **twenty (20) business days** after written acceptance of this document by Client and, if applicable, a valid Purchase Order (PO).

## Change Management

Client may request modifications and/or additions to this SOW, which shall be issued as a change authorization agreement. Change authorization(s) shall require Client approval and will be incorporated into the agreement as amendments to this Statement of Work or as additional Statement(s) of Work. Change orders shall be required for any change of the project scope which impacts the defined budget forecast and/or timeline/milestone dates under this SOW.

## Image Use

It is the responsibility of the Client to provide images and other digital assets for use on the website. It is the Client's responsibility to obtain proper permission to use any images provided to Americaneagle.com. Logo development and image manipulation are not included as part of this proposal.

## Content & Data

Client is solely responsible for the quality and integrity of their data. If Client needs assistance with clean-up and organization of their data, Americaneagle.com can provide additional services to assist. Such services will need to be mutually agreed through the change order process.

## Platform Version Upgrades

Platform Version Upgrades are essential for maintaining the security, performance, and functionality of your website, ensuring compatibility with evolving technologies, and taking advantage of new features. Staying up to date with platform version upgrades and patches is a fundamental aspect of responsible website management. Americaneagle.com communicates with our partners to stay up-to-date on their roadmaps so that we know when major version upgrades are expected to be made available, or when minor patches are released.

## Upgrades and Patches as part of Ongoing Support & Maintenance

Americaneagle.com recommends a minimum of one (1) major version upgrade per year and any security or performance related patches/hotfixes are to be reviewed and applied upon release. For more information on the importance and benefits of keeping up with version upgrades and patches, visit [www.americaneagle.com/audits/cms-upgrades](http://www.americaneagle.com/audits/cms-upgrades).

## Statement on Accessibility

Americaneagle.com designs and develops websites with Accessibility in mind, and which can be adapted to changing Accessibility regulations. We strive to apply Web Content Accessibility Guidelines (WCAG) 2.1 A and AA standards during our planning, design, development and testing stages. Due to the changing nature of a website as well as changes to Accessibility regulations and interpretations of ADA, no representations, guarantees or statements regarding compliance can be made about Client's website. If you have any legal concerns, we encourage you to seek competent legal counsel for advice.

## Atlassian Project Management Tools

Americaneagle.com provides Clients with powerful and transparent project tracking through access to our project management tool (Jira) and also provides collaborative project documentation and communication tailored to our Client's needs through a documentation hub (Confluence). For the duration of your project, one (1) user license will be included. Your project manager will work with you to determine if additional licenses are necessary at additional cost.

## Business Hours

Normal business hours are Monday - Friday, 8:00am – 5:00pm (CST), excluding major holidays.

## Scheduled After Hours Requests

Work and/or support can be scheduled outside of our normal business hours with written pre-approval by both parties (two-week advance notice is preferred). Such written pre-approval will include the hourly rate for such work.

# Investment

## Fixed Fees

Item	Total Cost
<b>Client Services Support (60 Hours Per Month) October 2024 – December 2025</b>	\$10,500 Per Month

## Billing Terms & Agreement

Payments	Rate	Billed
<b>Client Services Support (60 Hours Per Month) October 2024 – December 2025</b>	\$10,500 Per Month	Invoiced Upon Contract Signing, then monthly thereafter.

\*Americaneagle.com will not begin work on a project prior to receiving the initial payment.

**Contract Length:** Retainer Services will start October 1, 2024 and end December 31, 2025.

**Hourly Rate:** Americaneagle.com reserves the right to adjust the hourly rate after the initial term.

**Task Acceptance:** In the event that Fulton County Government has not accepted or provided feedback or required deliverable(s) within any ten (10) day period after presentation of the deliverable, such deliverable shall be deemed accepted as of the eleventh (11th) day.

**Payment Processor Fees:** A payment processor fee of 3% will be assessed to all transactions for any payments made by credit card or debit card. For ongoing monthly charges, Americaneagle.com will establish an ACH (electronic payment) withdraw or a monthly credit card payment with you.

**Proprietary Information:** All information, logos, addresses, pictures, domain names, and website are property of Fulton County Government. Americaneagle.com will provide Client with a perpetual, royalty-free license to any programming code created by Americaneagle.com. This allows Fulton County Government to continue to use the code, even if no longer an Americaneagle.com Client; however, Client may not resell the source code to other companies or web developers.

**Travel Expenses:** Any travel expenses will be billed to Client, as long as said travel and expenses are pre-approved by Client.

**Third Party Fees:** Client is responsible for any and all third party fees, including but not limited to any license and renewal fees.

**Third Party Software Version Updates:** From time to time, Client may authorize Americaneagle.com to integrate or install third party licensed software into Client's website, including but not limited to, Client's website platform ("Third Party Software"). Client shall be solely responsible for keeping all Third Party Software versions current and within the supported lifecycle management policy of its Third Party Providers. If Client does not update its Third Party Software and allows it to become obsolete ("Unsupported Software"), Client understands that the Unsupported Software will not be covered by any warranties, service level agreements, security commitments, maintenance or support commitments, or indemnities, and may not be used to process or store personal data. Client shall be solely liable for any damages or losses incurred by failing to update Unsupported Software.

**Non-Solicitation:** During the Term and for one (1) year thereafter, Client shall not encourage or solicit any Americaneagle.com employee, independent contractor or vendor, directly or indirectly, to leave or terminate their relationship with Americaneagle.com for any reason without the prior written consent of Americaneagle.com.

**Equal Opportunity Employment:** Americaneagle.com maintains our healthy working environment by adhering to our policy to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age or national origin. Americaneagle.com is committed to the provisions outlined in the Equal Opportunity Clauses of

Executive Order 11246 (41 CFR 60-1.4), section 503 of the Rehabilitation Act of 1973 (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974 (41 CFR 60-250.5(a)) and the Jobs for Veterans Act of 2003 (41 CFR 60-300.5(a)), as well as any other regulations pertaining to these orders.

**Offer Expiration:** This offer will expire within ninety (90) days of the date listed on the cover page unless executed by the Client and returned to Americaneagle.com or otherwise extended by Americaneagle.com in writing.

**Agreement:** Americaneagle.com makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, compliance, merchantability or fitness for any purpose, with respect to any services performed or any goods including, but not limited to software, developed hereunder. Americaneagle.com shall not be liable to Client or any other party for any damages, expenses, fees or losses (losses) arising as a result of this agreement or the services provided hereunder, whether for work performed, goods or services developed, or otherwise which are in the aggregate in excess of the applicable amount of fees actually paid to Americaneagle.com by Client with respect to the assignment resulting in such losses. In no event shall Americaneagle.com be liable to Client or any other party for any incidental, indirect or consequential damages or losses, including but not limited to lost profits, arising from or related to any services performed or goods developed pursuant to the agreement.

**Contract Acceptance (Client)**

**Contract Acceptance (Americaneagle.com)**

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Name

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Name

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Signature

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Signature

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