

RESOLUTION NO. R-93-2024

A RESOLUTION OF EAGLE MOUNTAIN CITY, UTAH, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH THE WEB DEVELOPMENT GROUP FOR WEBSITE MAINTENANCE SERVICES

PREAMBLE


The City Council of Eagle Mountain City, Utah, finds that it is in the public interest to approve a professional services agreement with The Web Development Group for website maintenance services, as set forth in Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Council of Eagle Mountain City, Utah for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Professional Services Agreement with The Web Development Group is approved, as set forth in Exhibit A.
2. This Resolution shall become effective immediately upon its passing.

ADOPTED by the City Council of Eagle Mountain City, Utah, this 3rd day of December, 2024.

EAGLE MOUNTAIN CITY, UTAH


Tom Westmoreland, Mayor

ATTEST:


Fionndala B. Kofoed, MMC
City Recorder



CERTIFICATION

The above Resolution was adopted by the City Council of Eagle Mountain City, Utah
on the 3rd day of December, 2024.

Those voting yes:

☒ Donna Burnham

☒ Melissa Clark

☒ Jared Gray

☒ Rich Wood

☒ Brett Wright

Those voting no:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those excused:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright

Those abstaining:

☐ Donna Burnham

☐ Melissa Clark

☐ Jared Gray

☐ Rich Wood

☐ Brett Wright



Fionnuala B. Koroed, MMC
City Recorder



Exhibit A



Professional Services Agreement

This agreement is entered into as of Dec 3, 2024, (the "Effective Date") by and between DialogConcept, LLC, trading as The Web Development Group ("WDG"), and Eagle Mountain City ("Client").

1. Description

In exchange for the nonrefundable fees set forth below, WDG will provide the following WordPress professional services for the digital property: <https://eaglemountain.gov>.

2. Payment & Duration

Services Description	hours	Rate	Term from Renewal date	Total Cost
Professional Services: WordPress Development	50	\$300/ Hourly	12/3/2024 - 12/2/2025	\$15,000

Invoice for **\$15,000** US Dollars due net 30.

3. Details

General work and business office hours are 9am to 5pm Eastern Time. Our offices are closed during weekends, after 5pm during weekdays and all federally recognized holidays. Clients should not assume that WDG has staff available to work after regular business hours. From time to time, 'after hour' requests may be required, and it is the client's responsibility to provide advance notice and for WDG to approve such notice. After hours requests will be billed separately at two (2) times the signed hourly rate. "Stand by" or stay "On Call" requests will be billed for the hours WDG is requested to be on standby or on call. After hours services are not guaranteed.

Services include the following proactive tasks as hours allow:

- CMS CORE Updates:
 - Core Critical WordPress Security Releases/Patches.
 - Non-critical Core CMS Feature/Bug Fix Updates to latest stable version.
- CMS Plug-in/module updates:
 - Critical Plugin updates Security releases/patches.
 - Non-critical Core Plugin updates to the latest stable version.
- PHP updates: Minor releases that are in sequence (.1, .2, .3, etc.)
- Liaison between hosting provider
- Feature Updates
 - See "Other professional services" paragraph below

Assumptions

- CMS Core and CMS Plugin updates typically take 3-5 hours to complete monthly, however if a future update breaks the custom theme more hours may be required to remediate
- Core CMS and Plugin updates are addressed when stable versions are released by the WordPress Community



backup, or restore from a backup, the hosting provider must set up a regular backup process and allow WDG access to download the most recent backup.

Limited Liability

The Client and WDG both acknowledge that the services and solutions provided may be subject to vulnerabilities, cyber attacks and security breaches. WDG shall not be liable for any losses or damages arising from any such vulnerabilities, cyber attacks or security breaches. Post technical delivery, the Client shall assume full responsibility for all website maintenance, security updates, patching, bandwidth, hosting infrastructure, uptime of servers, website, content management system, plug-ins and/or features regardless of scope and/or services WDG is hired for. WDG shall not be responsible for any downtime, search engine rankings, 508 compliance, accessibility failures, accessibility lawsuits, security breaches or loss of data. In the event that any cyber security data collection, investigations and/or assistance with cyber forensic firms are required, such services shall be billed at WDG's standard professional services rate of \$300.00 per hour. The Client acknowledges that WDG shall not be responsible for any bug(s) caused by changes on any third-party platforms or environments, including but not limited to updates to operating systems, compile systems, code libraries and languages. Under this agreement and scope, WDG shall not be responsible for, nor hired to provide server configuration consulting, hosting environments, server infrastructure management, browser support for future releases/versions of mobile and desktop. WDG shall not be held liable for any issues concerning the hosting provider, third-party software or applications used or services, new code deployment, configuration, setup, security maintenance performed by the staff of the Client, third-party contractors or hosting company. The Client agrees that should a website backup or restore from a backup be necessary, the hosting provider must set up a regular backup process and allow WDG access to download the most recent backup.

IN NO EVENT WILL THE TOTAL AND CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT MINUS ALL EXPENSES IN TIME, MATERIAL AND LABOR INCURRED DURING THE CONTRACTED DATES AND SHALL BE ONLY FOR THOSE DAMAGES THAT ARE ACTUAL AND PROVABLE.

Auto Renewal

The maintenance portion of this agreement shall remain in effect for an initial term of 12 months from the Effective Date. Unless either party provides written notice of its intent not to renew this agreement at least thirty (30) days prior to the expiration of the then-current term, the agreement shall automatically renew for successive terms equal in length to the 12 month term. The renewal terms shall be subject to the same terms and conditions as set forth in this agreement, except that WDG reserves the right to adjust the pricing for the renewal term(s) upon providing written notice to the Client at least thirty (30) days prior to the expiration of the then-current term. Notwithstanding the foregoing, WDG may, at its sole discretion, terminate this agreement at the end of the then-current term by providing the Client with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

TW (Initials)

Acceptance

DialogConcepts LLC. D/B/A The Web Development Group		Company Name: Eagle Mountain City
By (Signature):		By (Signature):
Name (Print):		Name (Print):



Acceptance

DialogConcepts LLC. D/B/A The Web Development Group	Company Name: Eagle Mountain City
By (Signature):  <small>An emam (Dec 18, 2024 12:40 EST)</small>	By (Signature): 
Name (Print): An emam	Name (Print): Tom Westmoreland
Title: President	Title: Mayor
Date: Dec 18, 2024	Date: 12/18/2024

ATTEST:

BY: 
DEPUTY RECORDER





EXHIBIT A

WDG AND CLIENT CONDUCT AND WORKING ENVIRONMENT POLICY

It is WDG's policy to encourage a congenial work environment of mutual respect and professionalism. Therefore, WDG expects all employees, clients and vendors to conduct themselves professionally, honestly, lawfully, with sensitivity to others, and with due regard for WDG's property, its employees, and its public image.

Listed below are some (but not all) actions that do not meet WDG's standards of conduct and will not be accepted as part of this Agreement:

- Threatening, intimidating or coercing WDG employees at any time.
- Any act of discrimination and/or harassment.
- Violation of any governmental law or regulation.
- Negligence or any careless action that endangers the life or safety of another person.
- Possession of dangerous or illegal firearms, weapons or explosives on WDG property.
- Being intoxicated during working hours.
- Unauthorized possession, removal, or destruction of any WDG property or the property of fellow employees, visitors, clients, vendors, etc.
- Engaging in acts of violence or making threats of violence toward anyone.
- Revealing confidential or private information about the Company or other employees to unauthorized persons.
- Attempts to unduly influence others in their religious or political views.
- Immoral conduct or indecency.

The above list is not intended to be all-inclusive and is for illustration only. Violation of these standards, or any other reasonable behavior standards, will not be tolerated and could be construed as breach of contract.

TW (Initials)