

RESOLUTION NO. 1562

A RESOLUTION APPROVING A WEB DESIGN CONTRACT WITH NICHOLAS SHIMMIN IN AN AMOUNT NOT TO EXCEED \$2,500.

WHEREAS, the City Council now desires consulting services to create a new website for the City of West Branch using Wordpress; and

WHEREAS, a web design contract to accomplish the creation of a new website has been submitted by Nicholas Shimmin; and

WHEREAS, the developer will work to incorporate new branding and logo initiatives and include calendar, mobile, and reservation functionality; and

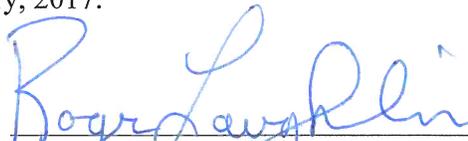
WHEREAS, the developer will complete preliminary designs by March 15, 2017 and will launch the website by June 1, 2017; and

WHEREAS, the City Council understands that costs for revisions made after the preliminary design phase and for additions to the project scope are not included; and

WHEREAS, it is now necessary for the City Council to approve said web design contract.

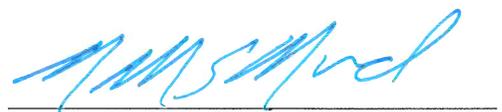
NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a web design contract with Nicholas Shimmin for the creation of a new website using Wordpress in an amount not to exceed \$2,500.

Passed and approved this 6th day of February, 2017.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

Web Design Contract

Developer

Nicholas Shimmin
2029 Western Rd
Iowa City, IA 52240
(319)430-1324
nshimmin@gmail.com

Client

City of West Branch, IA
110 N Poplar St
West Branch, IA 52358

February 3, 2017

Project Title/Description

City of West Branch Website

The Designer will work with the staff and representatives of the Client to create a new website using Wordpress. The site will be developed on existing Client web hosting services with input from interested parties. Designs will work to incorporate new branding and logo initiatives and include calendar, mobile, and reservation functionality. Two hours of in-person training and guides for city staff will be provided.

Confirmation of Engagement

Schedule

Preliminary Designs to be completed by: 3/15/2017
Content Creation and Addition to be completed by: 4/15/2017
Training and educational materials will be provided by: 5/15/2017
Launch of site by: 6/1/2017

Copyright Usage

The rights granted to Client are for the usage of the Final Design. License: Upon completion, the Client receives full rights to use the Final Design and make any necessary changes and additions to the site to maintain functionality of the site for city business. Use of the site by other entities as a primary web presence without agreement or compensation of the designer is not permitted. All other rights to be negotiated separately.

Fee

The full fee of \$2,500 is due within 45 days of the Website Launch.

Terms

1. Reservation of Rights: All rights not expressly granted above are retained by the Designer. Any use additional to that expressly granted above requires arrangement for payment of a separate fee.
2. Revisions: Revisions may be made only by the Designer at the Preliminary Design phase. Additional fees will be charged for revisions made after preliminary design phase, and for additions to project scope.

3. Payment Terms: Payment due 45 days from launch of the website. Grant of copyright is conditioned upon receipt of final payment, and upon Client's compliance with the terms of this agreement.
4. Cancellation Fees: In the event of Cancellation, Designer will be compensated for services performed through the date of cancellation in the amount of a prorated portion of the fees due. Upon cancellation all rights to the website revert to the Designer and all original art must be returned, including sketches, comps, or other preliminary materials.
5. Credits and Promotion: Designer reserves the right to include screen shots of the completed work in his portfolio.
6. Preliminary Works: Designer retains all rights in and to all Preliminary Designs. Client shall return all Preliminary Designs to Designer within thirty (30) days of completion of the project and all rights in and to any Preliminary Designs shall remain the exclusive property of Designer.
7. Exclusions: The Designer is not responsible for any additional fees for functionality which are requested by the Client in the creation of the site. These services include, but are not limited to, website hosting, domain hosting, module subscriptions, and security certificates.
8. Permissions and Releases: The Client agrees to indemnify and hold the Designer harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Design at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
9. Miscellaneous: This Agreement shall be binding upon the parties, successors, assigns, and personal representatives. This Agreement constitutes the entire understanding of the parties. Its terms can be modified only by a writing signed by both parties, except that the Client may authorize expenses or revisions orally. Any dispute arising out of this agreement will be resolved by negotiation between the parties. If they are unable to resolve the dispute, either party may commence mediation and/ or binding arbitration through the American Arbitration Association. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions. This Agreement shall be governed by the laws of the State of Iowa and courts of such state shall have exclusive jurisdiction and venue.

This Agreement must be signed and returned before Designer can schedule or begin this job.

Designer Signature 

Print Designer Nick Shimemura

Name Date 2/9/17

Client Signature 

Print Client ROGER LAUGHLIN

Name Date 2-8-17