

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SAFFIRE LLC**

DEC 10 4 2015

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of December 1, 2015, between the Town of Fountain Hills, an Arizona municipal corporation (the "Town"), and Saffire LLC, a Texas limited liability company (the "Consultant").

RECITALS

A. The Town issued a Request for Proposals, "Tourism Website" (the "RFP"), a copy of which is on file in the Town Clerk's Office and incorporated herein by reference, seeking proposals from vendors to (i) create a tourism website utilizing a content management system ("CMS") as well as a customer relationship management system ("CRM") to engage visitors, connect with local tourism partners and events and ultimately increase tourism in the Town (the "Implementation Services") and (ii) provide ongoing monthly licensing, site hosting, monitoring, support, backup and recovery, change management, technology upgrades, training and maintenance (the "Ongoing Services") (the Implementation Services and the Ongoing Services are collectively referred to herein as the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the Town desires to enter into an Agreement with the Consultant for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Consultant hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until November 30, 2016 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for an additional one-year term (the "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the Town approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the Town may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s)

are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference. The Implementation Services shall be one-time; the Ongoing Services shall be monthly, beginning after the Implementation Services are complete.

2.1 Control of Services. The methods and means of providing the Services shall be under the exclusive control, management and supervision of the Consultant, giving due consideration to the requests of the Town.

2.2 Change Control Procedure. The Town may request custom application features and support beyond the scope of standard functionality, including but not limited to: (A) the import of the Town's data, (B) unique functional features within customer, partner, or administrative applications, (C) unique design elements and/or (D) real-time or scheduled integration with external systems maintained by the Town or other parties acting on behalf of the Town. If the Town requests customized functionality, the Town shall notify Consultant and, not more than five business days (or other mutually agreed upon period) after receiving the request, Consultant shall notify the Town whether or not the change has an associated cost impact. If the Town approves of the associated cost, the Town shall provide approval in writing, which will be executed by the Consultant. The Town shall have the right to decrease the scope and the fee for proposed changes and fees will be reduced accordingly.

3. Compensation. For the Initial Term, the Town shall pay Consultant an aggregate amount not to exceed \$21,700.00 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. Thereafter, for the subsequent Renewal Term, if any, the Town shall pay the Consultant an annual amount not to exceed \$5,400.00. The maximum aggregate amount for this Agreement, including the Renewal Term, shall not exceed \$27,100.00.

4. Payments. The Town shall pay the Consultant upon submission and approval of invoices as follows:

4.1 Fifty percent (\$8,150.00) of the implementation, design and migration fee on December 1, 2015, and 50% (\$8,150.00) upon launch of the website.

4.2 Licensing and hosting fees shall be prorated and paid on December 1 and June 1 of each year during the Term.

Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. The contract number must be referenced on all invoices.

5. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town.

5.1 Pre-existing Materials. The Town acknowledges that, in the course of performing the Services, Consultant uses software and related processes, instructions, methods, and techniques that have been previously developed by Consultant (collectively, the “Pre-existing Materials”) and that same shall remain the sole and exclusive property of Consultant.

5.2 Town Data. Consultant acknowledges that, in the course of performing the Services, Consultant uses data, logos, trademarks, information, text, images, website content and other materials unique to or developed by the Town (“Town Data”). Consultant agrees that Town Data remains the sole and exclusive property of the Town.

5.3 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect the Pre-existing Materials or Town Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Pre-existing Materials or Town Data.

5.4 Survival. The provisions of this Section shall survive the termination of this Agreement.

6. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

7. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

8. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The Town has no obligation to provide tools, equipment or material to Consultant.

9. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

10. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the Town and each council member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings)

to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town’s option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers’ Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant’s insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers’ Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Consultant’s insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant’s responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the

insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with

respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Consultant’s owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant’s work or services under this Agreement. Coverage will be at least as broad as ISO coverage code “1” “any auto” policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. For non-exempt employees working on Town property, Consultant shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Consultant’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

11.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days’ prior written notice to the Town.

12. Termination; Cancellation.

12.1 For Town’s Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by Consultant of written notice by the Town. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date. The Town will make reasonable efforts to terminate prior to semiannual hosting payment dates.

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of

nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the Town to the Consultant for the undisputed portion of its fee due as of the termination date.

12.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

12.5 Gratuities. The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

12.6 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall

keep Consultant informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Consultant hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

13. Miscellaneous.

13.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Consultant do not intend to nor will they combine business operations under this Agreement.

13.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Maricopa County, Arizona.

13.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

13.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Consultant.

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

13.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not

affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

13.7 Relationship of the Parties. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant is advised that taxes or Social Security payments will not be withheld from any Town payments issued hereunder and Consultant agrees to be fully and solely responsible for the payment of such taxes or any other tax applicable to this Agreement.

13.8 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

13.9 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the Town signed by the Town Manager and no delegation of any duty of Consultant shall be made without prior, written permission of the Town signed by the Town Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

13.10 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

13.11 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

13.12 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which

shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

13.13 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

13.14 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Consultant any amounts Consultant owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

13.15 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Attn: Grady E. Miller, Town Manager

With copy to: GUST ROSENFELD P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, Esq.

If to Consultant: Saffire LLC
248 Addie Roy Road, Suite B-106
Austin, Texas 78746
Attn: Cassie Roberts

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and

refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

13.16 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

13.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 13.18 below, Consultant's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

13.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

13.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, the Fee Proposal, the RFP and the Consultant's Proposal, the documents shall govern in the order listed herein.

13.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

13.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions (“Eligible Procurement Unit(s)”) are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF FOUNTAIN HILLS,
an Arizona municipal corporation



Grady E. Miller, Town Manager

ATTEST:

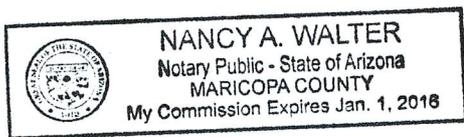


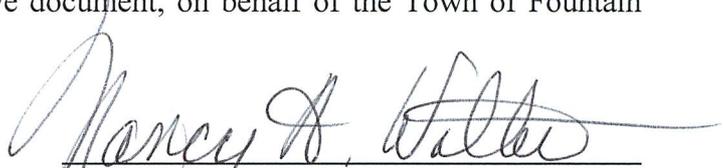
Bevelyn J. Bender, Town Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On December 15, 2015, before me personally appeared Grady E. Miller, the Town Manager of the TOWN OF FOUNTAIN HILLS, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the Town of Fountain Hills.





Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SAFFIRE LLC

[Consultant's Proposal]

See following pages.

SAFFIRE PROPOSAL TOURISM WEBSITE

TOWN OF FOUNTAIN HILLS

OCTOBER 28, 2015



info@saffire.com

www.saffire.com

512.430.1123

TABLE OF CONTENTS

- WELCOME! 4
 - 1. HAVE THE ONLINE PRESENCE YOU DESERVE. 4
 - 2. EDIT YOUR OWN SITE CONTENT, WITHOUT WAITING FOR ANYONE ELSE. 4
 - 3. WORK WITH A TEAM THAT MANAGERS LOVE. 4
 - 4. WORK WITH A TEAM THAT IS COMMITTED TO THE INDUSTRY. 4
- 1. INTRODUCTION TO SAFFIRE 5
 - OFFICE LOCATIONS..... 5
 - IDENTIFICATION NUMBER..... 5
 - OWNERS 5
 - AUTHORIZED TO ACT ON COMPANY’S BEHALF 5
 - TERMINATED CONTRACTS 6
 - LEGAL STANDING 6
- EXPERIENCE & QUALIFICATIONS 6
 - SIMILAR PROJECTS 7
 - VISIT NAVASOTA – NAVASOTA, TX – 7
 - KEY POSITIONS..... 8
 - ROLES & RESPONSIBILITIES 8
- 2. PROJECT PREFERENCES..... 9
 - 2.1 FULLY INTEGRATED SOLUTION BETWEEN NEW CMS AND NEW CRM 9
 - CRM FOR END VISITORS.....10
 - CRM FOR TOURISM PARTNERS10
 - 2.2 SOFTWARE AS A SERVICE (SAAS) PLATFORM THAT ENSURES UP-TO-DATE CMS WITH THE LATEST TECHNOLOGY10
 - 2.3 ABILITY TO EDIT MAIN SITE CSS10
 - 2.4 ABILITY TO MAINTAIN PAGES AND IMAGES WITHOUT EXTERNAL SU11
 - 2.5 REAL TIME FEEDBACK FOR PAGE EDITS.....11
 - 2.6 CMS DASHBOARD WITH WEBSITE STATISTICS.....11
 - 2.7 BOOKING ENGINE INTEGRATION11
 - 2.8 GOOGLE MAPS INTEGRATION.....11
 - 2.9 SOCIAL MEDIA INTEGRATION.....11
 - 2.10 EASY-TO-USE SITE-WIDE SEARCH11
 - 2.11 FORMS WITH MULTIPLE VARIABLES.....12
 - 2.12 DROP DOWN TOGGLE BETWEEN CMS/CRM.....12
 - 2.13 BUILT IN NODE.JS AND MONGODB12
 - 2.14 WEBSITE EXTENSIONS AND MODIFICATIONS IN HTML, CSS, JAVASCRIPT, AND JSON DATA FORMATS12

2.15 CONTENT-DRIVEN WITH EDITORIAL FEATURES, LISTS, PHOTOGRAPHY AND VIDEO	12
2.16 ABILITY TO INCORPORATE EXTERNAL SOURCES OF CONTENT	13
3. DESIRED SECTIONS	13
3.1 PRESS ROOM	13
3.2 SALES	13
3.3 TOOLKIT FOR PLANNERS.....	14
3.4 WEDDINGS.....	14
3.5 FILM COMMISSION	14
3.6 PARTNERSHIP	14
UPCOMING EVENTS	14
LINKS TO SOCIAL MEDIA.....	15
FEATURED NEWS	15
PROJECT SCHEDULE	16
DISCOVERY PHASE	17
EXPLORE PHASE	17
CONTENT PHASE	17
CREATIVE PHASE	17
LAUNCH PHASE	17
SUPPORT PHASE	17
APPENDIX A: TEAM RESUMES	19
ATTACHMENT: VENDOR INFORMATION FORM	

WELCOME!

We're so excited you're interested in learning more about **Saffire**, and we're thrilled to submit this information for The Town of Fountain Hills. We create beautiful, interactive online destinations specifically for the destination industry that our clients can manage themselves. We partner with **200 organizations in the event, venue & destination industries**. We know we offer the best website money can buy, but don't take our word for it. Our customers give us these reasons why they chose Saffire:

1. HAVE THE ONLINE PRESENCE YOU DESERVE.

If you want your online presence to reflect your uniqueness, but you also want to have online functionality beyond what you could possibly afford from "a web guy," Saffire is here to help. We give you an awesome platform to **promote yourself to your visitors**, wherever they are, be it your website, social media or mobile site. Does it work? **Black Hills Stock Show's total webpage views increased over 80% in their first year** with a Saffire site. Saffire makes a difference!

2. EDIT YOUR OWN SITE CONTENT, WITHOUT WAITING FOR ANYONE ELSE.

You can drive yourself crazy waiting for someone else to update your website. But with Saffire, you **have control of your own website** - content, navigation, images, forms and more – quickly and easily. You can make changes from anywhere you have a browser, even from your phone.

3. WORK WITH A TEAM THAT MANAGERS LOVE.

What about working with someone locally? Is someone in Austin, TX or Portland, OR really as "there for you" as someone down the street? **Ask our customers. Our customer service is second to none.** Comparing Saffire to the guy down the street is truly apples to oranges – **you will not find another solution like Saffire. Our team loves our clients, and we're happy to say the feeling is mutual.** (See customer quotes and watch testimonial videos on our website at www.saffire.com/clients.aspx.)

4. WORK WITH A TEAM THAT IS COMMITTED TO THE INDUSTRY.

When we're not helping our customers switch to Saffire, we're often on the road, **speaking** to destination marketing organizations about online marketing. When we're not on the road, we do **webinars** on a wide range of topics that help our clients be more successful online. We also **partner with fifteen event, venue & destination associations** to support their work. We're in it for the long haul. What you get with Saffire isn't just what you get the day you partner with us. We're constantly updating Saffire with the latest technology and features, which are driven from twice-yearly customer surveys. We're committed to you always loving your Saffire website.

Please do not hesitate to contact us for all negotiations, clarifications and contractual agreements. Thanks for your interest, and we look forward to partnering with you!

Cassie Roberts
Partnership & Marketing Director
512.430.1123
cassie@saffire.com

1. INTRODUCTION TO SAFFIRE

Saffire™ LLC helps destinations deliver an enticing online presence that increases interactivity on your website, while also helping save your sanity by allowing you to manage website content yourself, through our custom content management system Spark, all at a great value. Saffire is a Software as a Service (SaaS) web hosting service, which includes a lengthy list of features.

Since 1998, (in 17 years in business) we've worked with many global companies, including KEEN Footwear, Jeep, Panasonic, Intel, Nike, Chrysler and Frito Lay. We've built many successful websites and marketing strategies, and have been fortunate to win numerous awards and change the lives of many clients.

OFFICE LOCATIONS

Saffire has two offices, in Austin, Texas & Portland, Oregon:

Saffire-Austin- Principal Office
Cassie Roberts- Primary Proposal Contact

248 Addie Roy Rd.
Suite B-106
Austin, TX 78746

Phone: 512-430-1123

Fax: 512-535-2939

Email: cassie@saffire.com

Saffire-Portland
4450 SE King Rd.
Milwaukie, OR 97222

IDENTIFICATION NUMBER

RN: 47-4041091

OWNERS

Saffire is an LLC and has been owned by the same three partners since its inception.

NAME	TITLE	CONTACT INFO
Kendra Wright	President	kendra@saffire.com
Aaron Pederson	Partner, Technical Director	aaron@saffire.com
Jeremy Emerson	Partner, Creative Director	jeremy@saffire.com

AUTHORIZED TO ACT ON COMPANY'S BEHALF

NAME	TITLE	CONTACT INFO
Kendra Wright	President	kendra@saffire.com
Cassie Roberts	Partnership & Marketing Director	cassie@saffire.com
Aaron Pederson	Partner, Technical Director	aaron@saffire.com

TERMINATED CONTRACTS

The only contract in the last five years between Saffire & a client that was terminated was for the Tulsa Oktoberfest. We are still friends with the manager of this festival, they simply chose to stay with their existing website provider.

LEGAL STANDING

Saffire has **no outstanding liabilities** to the Internal Revenue Service or other government entities.

Saffire is **not the subject of any current litigation** or findings of noncompliance under any federal or state law.

Saffire **has not been the subject of any past litigation** or findings of any past litigation or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this contract.

EXPERIENCE & QUALIFICATIONS

Like most industries, destinations must appeal to younger audiences in order to grow.

Saffire understands the pieces to this puzzle and includes everything your organization needs to be successful online. **We have launched over 200 websites in the event, venue & destination industries over the past 5 years.** This experience gives Saffire an unmatched understanding in providing you with a smooth launch process and a lifelong partner that you can depend on to give you the best tool available to manage your website. Here are a few other qualities that make us unique:

- **We build our platform specifically for DMOs:** Our feature list includes a lengthy list of services specifically for tourism websites. Easy business listings, maps, itinerary builders, community/hotel partner sections and more are already included for an easy launch process. We've built many websites before with exactly what you need, so we're ready to go!
- **We're ready to jump in to action:** Our team always has the bandwidth to take on your project. With multiple coaches and developers on our staff, we're used to launching several event, venue and destination sites per week. (It's not uncommon to even launch five or more in one week in our busy season!) Regardless of when you start your project, our average launch takes about 10 weeks.
- **We have nearly 100% customer retention:** The product we provide is stellar, and our amazing customer service backs it up. Period. There's no reason to leave!
- **Our clients ask, we listen:** Since the Saffire platform is a Software as a Service (SAAS), we are constantly able to roll out software releases to your website. These include technology updates & feature updates—which often times are suggested by our clients.

SIMILAR PROJECTS

VISIT NAVASOTA - NAVASOTA, TX - WWW.VISITNAVASOTA.COM



“Saffire’s excellent customer service and the easy to use content management system was very beneficial in the redesign of our municipal city website. We felt relaxed during the entire design process as Saffire took care of everything. We’re already hearing the compliments from our community as citizens are increasingly coming to our new website and easily navigating it. Our experience is a perfect example of

how partnering with Saffire can dramatically increase the online presence of any organization along with enhancing customer engagement.”

SERVICES:

- Website/CMS
- Logo design & branding
- Chose Saffire for two other projects since: www.navasotatx.gov and www.texasbirthdaybash.com

Corey Johnson, Marketing & Communications Director
936-825-6408, cjohnson@navasotatx.gov
200 E. McAlpine, Navasota, TX 77868

DOWNTOWN ROCK SPRINGS - ROCK SPRINGS, WY - WWW.DOWNTOWNRS.COM



“Our Saffire site offers information to area visitors and residents but also resources for businesses in our downtown area. Businesses can edit their own listings, add photos, logos and special events. Additionally, the site allows users to submit events and activities as well. This is my second time using Saffire Events and I can't speak highly enough about them! A true class act operation!”

SERVICES:

- Website/CMS
- Website design

Chad Banks, Urban Renewal Agency Manager, Downtown Rock Springs
(307) 352-1434; chad_banks@rswy.net
603 South Main Street Rock Springs, WY 82901

DISCOVER LULING - LULING, TX - WWW.DISCOVERLULING.COM



“Working with Saffire was a great decision! The Saffire team was always helpful and there when we needed. They worked hard until we were completely satisfied. We are getting a lot of compliments on how beautiful and how easy the website is to navigate. Thank You!!!”

SERVICES:

- Website/CMS
- Logo design/branding
- Multi-website launch project, also using Saffire for www.lulingcc.org

Ashley Flores, Executive Director, Luling Chamber of Commerce
(830) 875-3214; info@lulingcc.org
421 E. Davis St. Luling, TX 78648

KEY POSITIONS

Saffire employs a total of **15 full-time employees**. Here are those most pertinent to your project:

NAME	TYPE OF PRODUCTION	YEARS OF SERVICE	CONTACT INFO
Chris Lugar	Senior Production Engineer	9	chris@saffire.com
Jeremy Emerson	Creative Director	17	jeremy@saffire.com
Jessica Bybee-Dziedzic	Project Manager	7	jessica@saffire.com

ROLES & RESPONSIBILITIES

Our staff is often one of the things clients mention they like best about working with Saffire! Here are a few of the ways our team will go to work for you on this project:

Senior Production Engineer:

- Oversee technical process of new website, including development and testing of starter site, design application, website launch, testing post launch
- Receive & maintain technical deliverables from Project Manager needed for project
- Monitor and oversee continuous software upgrades post-launch
- Monitor and oversee technical aspects of new design applications post-launch

Creative Director:

- Attend design kickoff meeting
- Assist in the visualization process of a new brand for client with client input
- Develop and design website and/or branding assets for client, with deliverable due dates of initial design and rounds of revisions

- Deliver all assets to client, both on the website itself and separate of website for use elsewhere as determined in the contract
- Assist with ongoing design upgrades & changes as needed

Project Manager

- Point person from agency for project and beyond
- Assist client with gathering assets, for both the technical and design pieces of the development process
- Deliver starter site links at project kickoff
- Lead at least weekly meetings with client to monitor progress and keep project on task
- Serve as point person to connect agency creative team to client; make sure design meetings and deliverables stay on track, holding both agency creative team and client accountable for due dates on feedback and revisions
- Serve as main contact for all questions during launch outside of weekly meetings
- Communicate client desires to programming and creative teams
- Ensure client feels every confidence in go-live process, and communicate final delivery of project
- Continue client relationship post-launch, serving as the main contact for customer support (other support representatives are available when project manager is not)

2. PROJECT PREFERENCES

2.1 FULLY INTEGRATED SOLUTION BETWEEN NEW CMS AND NEW CRM

Most destinations have two distinct target audiences. The first is visitors, the people you want to visit your town. You need to be able to market to them, especially electronically via email, Facebook, and of course, your website. The second is your partners, those that have businesses and events that attract your visitors to visit your destination.

Saffire recommends tracking these two distinct audiences slightly differently, based on the needs and services you might want to provide to each group. We will talk about these two audiences separately.

Figure 1: Customer Contact management in Constant Contact

CRM FOR END VISITORS

Increasingly, your website is where you get most all your information about your physical visitors. With Saffire, you can have unlimited contact forms and an email signup on every page. Saffire automatically imports these customer contacts into the system you will most likely use to contact them, which is your email marketing tool.

If you choose Constant Contact as your email marketing tool, their Application Programming Interface (API) allows us to tie a Saffire form into your contacts that are stored there. So your contacts are then stored both on Constant Contact, where you can email them quickly and easily or download their contact information. For example, you would download customer information should you ever direct mail them or upload your email list to Facebook, where you can market to them and people like them.

Additionally, you can add Tags to your customer contact form, so you can send targeted campaigns to your customers based on interests, status, location and more.

CRM FOR TOURISM PARTNERS

Saffire treats your tourism providers and other partners like gold, providing them a special password-protected site where they can update their contact information, business listing information and event information. After it is approved by you (which is quick and easy), it is automatically added to your website.

Your partner site can also be used for document sharing (such as for email newsletters and announcements), as well as promoting partner events. Information on this functionality is found in section 3.6 Partnership.

2.2 SOFTWARE AS A SERVICE (SAAS) PLATFORM THAT ENSURES UP-TO-DATE CMS WITH THE LATEST TECHNOLOGY

Saffire is a Software as a Services (SaaS) web hosting service, which includes a lengthy list of features. Our goal is for Saffire to keep your website “fresh” for years to come. Software licensing covers at least quarterly updates to your site features, maintenance as needed, ongoing training and support whenever you need it and frequent server scans to make sure your site has the highest level of security. Our sites are never stale or stagnant!

2.3 ABILITY TO EDIT MAIN SITE CSS

CSS modifications by clients are not currently supported within the Saffire platform. Limited CSS control of your site will be available with a future release of our software in the coming year. See Figure 3.

Figure 2: Password-protected Tourism Partner Profile Management

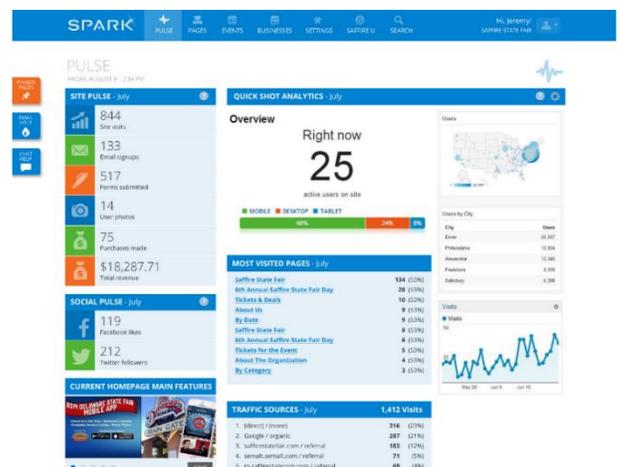


Figure 3: Spark Pulse view, with integrated Google Analytics

2.4 ABILITY TO MAINTAIN PAGES AND IMAGES WITHOUT EXTERNAL SU

With Saffire, you have control of your own website – content, navigation, images, forms, and more – quickly and easily. You can make changes from anywhere you have a browser, even from your phone. You can add, edit, copy and delete pages and images without external support.

2.5 REAL TIME FEEDBACK FOR PAGE EDITS

Any page of your website can remain unlisted until you are ready to publish. These unlisted pages can be shared internally and posted when you are ready to launch.

2.6 CMS DASHBOARD WITH WEBSITE STATISTICS

A Google Analytics tracking code enabled on entire site so you can log in anytime to view site traffic, as well receive monthly or weekly tracking emails. You also have access to key Google Analytics information through your CMS dashboard, Spark, on the “Pulse View”, shown here.

2.7 BOOKING ENGINE INTEGRATION

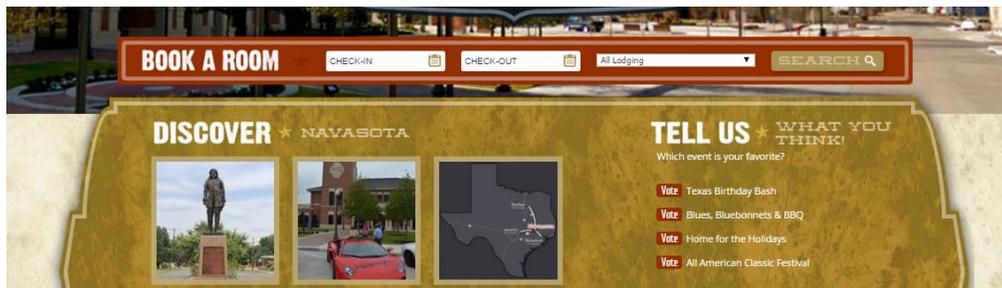


Figure 4: Example booking engine integration

Saffire has the ability to integrate a booking engine in to your site of your choice. The example provided is using Jackrabbit. See Figure 4.

2.8 GOOGLE MAPS INTEGRATION

Saffire websites have available Google mapping functionality where a map pops up to guide users when clicking on a point of interest or property address.

2.9 SOCIAL MEDIA INTEGRATION

Visitors can Facebook, Tweet, email or listen to event music right from the event schedule. Visitors can also Facebook or tweet about individual businesses.

Facebook, Twitter, Pinterest YouTube, and Instagram links are on every web page. One-click “like” and “follow” functionality is available on every page of the site, including standard click through social media pages.

We can set up social media feeds on your homepage if you wish as well. See figure

Finally, WordPress blog setup and custom blog design to coordinate with the website is included; we can integrate an RSS feed of the blog on your website too if you wish!

2.10 EASY-TO-USE SITE-WIDE SEARCH

“Smart Search” functionality is available on the entire site, with auto-complete to make it easier for visitors to find what they’re looking for; there is also a dedicated smart search for the event listing & business listing sections.

2.11 FORMS WITH MULTIPLE VARIABLES

Business listings are searchable by category, subcategory, location, and keyword. Business listing pages also have a dedicated search, are sortable and can be organized how you see fit for your city (e.g. accommodations, dining, shopping, etc.) and unlimited subcategories.

2.12 DROP DOWN TOGGLE BETWEEN CMS/CRM

Your Partner CRM will be integrated with your CMS; we can provide you an easy link to your Visitor CRM.

2.13 BUILT IN NODE.JS AND MONGODB

Saffire sites are provided through a fully hosted software solution. No direct programming, database management or scripting is required to fully manage the content of your site.

2.14 WEBSITE EXTENSIONS AND MODIFICATIONS IN HTML, CSS, JAVASCRIPT, AND JSON DATA FORMATS

Saffire sites are provided through a fully hosted software solution. No direct programming, database management or scripting is required to fully manage the content of your site.

2.15 CONTENT-DRIVEN WITH EDITORIAL FEATURES, LISTS, PHOTOGRAPHY AND VIDEO

Saffire's custom content management system (CMS) Spark, has all the features you need to incorporate your content in whatever way you see fit. Here are just a few of the possibilities you can include on your site to feature your things to do, visitors center, news & media and more:

- Unlimited custom pages, which you can easily create by dragging and dropping elements; micro sites can be created by linking a URL to any page of the site and a new background template installed by Saffire (if desired)
- All pages include WYSIWYG functionality, as well as the ability to easily add your own photos, videos, media galleries, PDFs, links, sponsors, items for sale and interactive maps
- Easy to manage homepage features, events and modules with only basic technical knowledge; training is included and accessible at any time via the admin site; Preschedule certain elements (like homepage features to change automatically)
- Dynamic sitemap that updates automatically as you add pages and update your navigation.
- Custom Vanity URLs, page titles and Meta Tags are included.

With Saffire, you also can leverage our native photo gallery feature to highlight memories going on around town. You can even offer submission portals so administrators can vet incoming photos from users and ensure they are appropriate before automatically posting to the website. With this functionality you can do tons of fun things like host a photo competition! The following are other features of our photo & video galleries

- Unlimited photos and videos, each with optional captions
- Enhance event photos with image cropping tool
- Customers can send event photos to friends via email
- Customers can share event photos with friends on Facebook, Twitter, and Pinterest etc.
- All event photos and videos available in one place in a photo or video gallery, as well as on event detail pages

2.16 ABILITY TO INCORPORATE EXTERNAL SOURCES OF CONTENT

Saffire websites that the ability to incorporate external content sources, including video and photo sharing websites and social media platforms.

3. DESIRED SECTIONS

3.1 PRESS ROOM

A. PRESS RELEASES WITH SEARCH TAGS

This is currently not a supported feature within Saffire but could potentially be added as a part of our client request program. We can also help you to create your press release pages in a way that is easily navigable for your patrons.

B. STORY IDEAS

Saffire offers unlimited pages with thousands of layout options. You can add text, photos, videos, links, .pdfs and much more to any page. You will be able to create a page with this name, and include whatever content you desire.

C. DOWNLOADABLE PRESS KITS

You can create a page for downloadable press kits that visitors can download anytime

D. RESEARCH

You can create a Research page to provide more information to your visitors. You may include text, links, .pdfs, photos, videos, and more!

E. CONTACT US

You can add a Contact Us page for public comments and questions; a form could be added to this page if you want to accept questions via your website rather than email

F. PASSWORD-PROTECTED PHOTOS/VIDEOS

For any photos or videos that you wish to hide from the general public, you can create an unlisted page that you can send to the media. This means that visitors would only be able to access the page if they have the direct link.

G. SIGN UP FOR E-NEWS

Visitors can sign up for e-newsletters from any page of the website

H. ACKNOWLEDGEMENT/AWARDS

You can add an Acknowledgement/Awards page to let visitors know about Town of Fountain Hills' achievements and recognitions

I. RECENT NEWS

You can add a News section or page that visitors may check out to know the latest updates about Town of Fountain Hills

3.2 SALES

You can create subsections for travel trade, meeting professionals, and sport tournament organizers. Listings can be searched by category, subcategory, location, and keyword.

You may also link to the "Sports" section of your event calendar to see what other sports tournaments are going on in your city. Include a quick form to fill out for those interested in hosting their event with you. Showcase videos of past sports tournaments.

3.3 TOOLKIT FOR PLANNERS

You can create a page for toolkit for planners that contains photos, maps, logos, county information, and much more!

3.4 WEDDINGS

You can create a page for featured weddings that contains text, photos, videos, and a information request form.

3.5 FILM COMMISSION

You may create a page or section for your film commission where you can put a list of shoot locations and movies and TV shows that were filmed in Fountain Hills. You may also put a filming request form and permit assistance on the same page.

3.6 PARTNERSHIP

You may create a page or section for your Partnership information that can be password-protected for added security. In this section, you may add unlimited pages for things like recent announcements and opportunities. Additional features of this section include:

- Customized **login page**, with separate login information for each partner
- **Partner directory**, including committee designations and member industries
 - Unlimited custom partner fields that allow you to collect and display any information you choose about your partners
 - Unlimited "private" member fields that are viewable only by you (administrator)
- Ability for partners to **update their profile information**, which automatically generates an email to the administrator
- **Unlimited partner-only events**, where you can share information, photos and links, as well as upload photos, PDFs and more
- **Unlimited partner-only pages** in any section you choose, with the ability to include .pdfs, ecommerce, forms and more
- Ability to upload **unlimited PDF documents**, with ability to limit access rights by member level
- Your current partner list in an excel template format can be imported in to your new Saffire member site.

UPCOMING EVENTS

An interactive event schedule, is included with Saffire, and if you want to feature events on your calendar on your homepage, we can program a feed to **automatically showcase the next upcoming events on your calendar on your homepage**. If you want to have more control, this isn't required, but it can be a nice way to easily keep your homepage up to date! Additional features of the event calendar include:

VISITOR FEATURES

- Choose between four default views of event calendar: list view, gallery view, expanded view, & monthly view, based on what you prefer for your customers
- Link calendar of events to a feature on the homepage
- Can be integrated with the Upcoming Events on the home page

- Visitors can submit events that need to be approved internally, similar to the business listing system, if you want. This encourages community involvement with your website.
- Visitors can create and save a custom calendar for the events they want to attend
- Printer-friendly calendar, by date or entire schedule
- Visitors can "Fan" an event so it becomes a "Fan Pick" on the event listing
- Events can be filtered by date, location, featured events, fan picks or a custom "my events" calendar

ADMIN FEATURES

- Two choices when creating events: "quick events" to include dates and times in the interactive event schedule (without dedicated pages), or events with dedicated pages including photos, sponsors, etc.
- Unlimited items for sale within events (e.g., ticket types, sizes, tables, etc.) with the option to use SaffireCommerce™ and/or your existing ecommerce to sell any item or tickets that you have for sale on the event calendar
- Easily recreate & duplicate items on your event calendar with recurring dates and determine how they appear on your schedule
- Event locations can include description and embedded Google map
- Ability to add multiple locations per event
- Unlimited PDFs for additional information (e.g., printable docs, rules, etc.)
- Unlimited links to external websites (e.g., performer websites, festival websites, etc.)
- Ability to automatically email reminders to visitors before and after events they have saved to their custom calendar
- Optional ability to highlight certain events with icon for greater prominence

LINKS TO SOCIAL MEDIA

Saffire includes what we like to call "**Social on Steroids**". We like to include as much social interaction as possible on your website! Social is about more than just having links to your pages. You need a 360 degree view on social and we're here to help provide that, through the following included features:

- Facebook, Twitter, Pinterest YouTube, and Instagram links are on every page of your site, along with a field to collect email addresses.
- Social media feeds are typically recommended for the homepage; We can "stack" feeds on top of each other to maximize space and add a three dimensional aspect to your website.
- One-click "like" and "follow" functionality is available on every page of the site, including the homepage
- We can even feature a video box, that can play automatically—but not play sound until the customer rolls over the feature—that links to your YouTube Channel (See Figure 5.)

FEATURED NEWS

- Multiple homepage rotators for content on the homepage are included; we can utilize these however you'd like, and "News" would be a great choice!
- You also have the ability to add a message announcement bar to the top of every page to raise excitement or awareness for late-

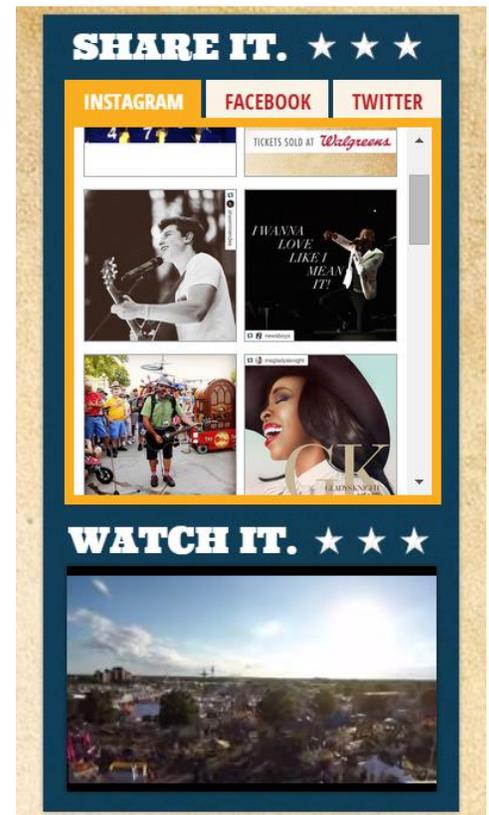


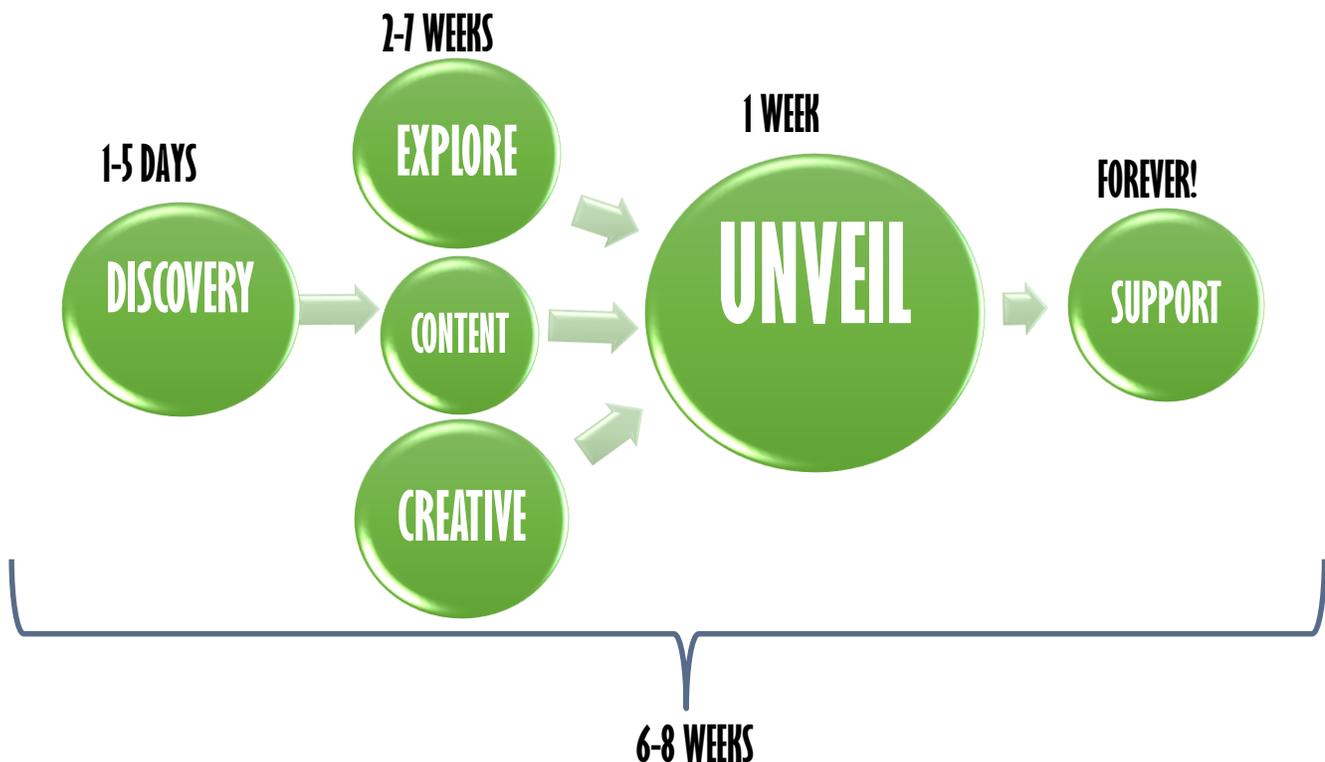
Figure 5: Social Media Feeds & Video Integration

breaking news. These can be scheduled in advance to turn off and on, so you never have to worry about remembering to post.

- Subcategories in those sections (e.g., Italian, American, Fine Dining, etc. for your restaurants)
- You can also offer your local businesses the opportunity to update their own listings, with all information coming to you for approval before it posts live to the web. Once you approve the information, the business automatically receives an email saying their changes have been approved.
- Saffire can likely sync with your CRM, depending on which CRM you currently use. The addition of this feature may be an added cost, depending on if we have synced with a similar CRM in the past. An extra budget may apply. Contact us for more details & specifics.
- Each business listing can include the following features:
 - Full photo and video gallery
 - Google Map to the exact location of that business
 - Links off to their website
 - Ability for visitors to Facebook, Tweet or email about a specific business right from your website
 - Ability to upload .pdf documents, such as menus, coupons, etc.
 - Optional ability to highlight certain businesses with icon for greater prominence

PROJECT SCHEDULE

Part of the reason Saffire websites are so easy to launch is because we have the capability and resources to **manage your training, content entry and creative for your site at the same time**. Here is a visual representation of your timeline to launch, followed by an explanation for each of the phases:



DISCOVERY PHASE

The first thing we do is **have a kick-off meeting** to get to know you and learn everything we can from you to make the process successful. We also **have a design meeting**, where we listen to your hopes and dreams and find inspiration for the Creative Phase of the project from both you and your stakeholders via survey. Finally, we'll provide you with a design timeline and estimated production timeline during this phase.

EXPLORE PHASE

Next, we **gather and organize the content** for your new website, including the development of a site map. We begin the training process one week at a time; going over the major sections of your website and how they work using our detailed training system, **SaffireU**. You will have a once weekly designated meeting time to ask questions and go over your progress as well as unlimited support any time you are working on your own via phone or email.

CONTENT PHASE

In this phase, you begin populating content. **You are able to move extremely quickly** from week to week, because we give you a “starter site” following your kick-off meeting, where content can be migrated while your old website is still live. This starter site is like a **staging area**, where content can be entered, but no one in the general public will be able to view your final content before your approval. Saffire can migrate your existing content for you for additional budget, but it's so easy, you may find you enjoy the process!

CREATIVE PHASE

The Creative Phase is where we **make your website beautiful** with information from the Discovery phase. This phase is concurrent with the Explore phase, resulting in **a site launch that is at lightning speed**. Because we listen to you so closely in the Discover phase, we are able to deliver you a design that is either spot on or very close to. When you love it, we move to the next phase.

LAUNCH PHASE

Finally, your site navigation is set, your content is populated and your design is unique and beautiful. We then implement our stringent testing plan to make sure everything is working according to plan. When you're happy with it, we launch your new website. The whole process generally takes 6-10 weeks, but we've launched two very large websites within 11 days.

SUPPORT PHASE

Once you are part of the Saffire family, we provide ongoing support and maintenance of your site as long as you choose to stay. (Which we know will be forever!) You can call us or email us whenever you want to ask questions and get help with your site. Alternatively, you can submit your thoughts through our built-in help desk right on your admin dashboard. (Our stats as of last week showed **94% of help requests resolved within 20 minutes** of submission on the help desk.

The following is an example production & implementation plan, based on a sample client project start date of January 1, 2015. Weekend days are excluded as potential production and implementation dates. The client is assumed in attendance at all relevant meetings & training sessions, which are conducted via phone and screen sharing software unless otherwise requested to be in person, for which special arrangements will be made & accommodated.

EXAMPLE CLIENT- START 1/1/2015		PROPOSED LAUNCH: 2/24/2015
TASK	DATE	WHO RESPONSIBLE
Contract Award Date	1/1/2015	Cassie
Notice to Proceed Date	1/2/2015	Cassie/Client/Jessica
Schedule Kick-Off Meeting	1/2/2015	Jessica
Proposed Kick-Off Meeting	1/3/2015	Jessica
Schedule Weekly Training Meetings (to be executed at least 1x/week through launch)	1/3/2015	Jessica
Send Kick Off Meeting notes to programmers: create Starter Site	1/3/2015	Jessica/Chris
Schedule Layout & Design Meeting	1/3/2015	Jessica
Starter Site Delivered	1/5/2015	Chris
Conduct Layout and Design Meeting	1/7/2015	Jessica/Jeremy
Weekly meetings begin	1/9/2015	Jessica
Deliver Design	1/22/2015	Jessica/Jeremy
Design Revisions-1st Round (Design Changes)	1/26/2015	Client
Deliver Revised Design	1/28/2015	Jessica/Jeremy
Design Revisions- 2nd Round (Design Tweaks)	1/30/2015	Client
Deliver Finalized Design	2/2/2015	Jessica/Jeremy
Slate Design for Production	2/3/2015	Jessica/Chris/Dan
Ecommerce Integration, SSL Acquisition & Testing (tasks vary based on ecommerce selections)	2/4/2015	Chris/Dan
Testing Phase-Design Application	2/6/2015	Chris
Design Applied to Starter Site	2/16/2015	Chris
Final testing and implementation of launch checklist	2/20/2015	Jessica/Chris
Go Live Date	2/24/2015	Chris/Jessica
Testing performed on the live site	2/24/2015	Chris
Post launch meeting/Project Completion Date	2/26/2015	Jessica

APPENDIX A: TEAM RESUMES

Chris Lugar

Objective

To join and contribute to a team oriented software development company.

Technical skills

Programming

- OOP, ASP.NET, Classic ASP, VB.NET, C#, JavaScript, JQuery, Microsoft Ajax Control Toolkit, TSQL, Entity Framework, ADO.NET, HTML, CSS, XML, JSON, Ninject, Moq, UML, MS Test

Programming Third Party Integrations

- PayPal Payflow Pro, Authorize .Net, E-xact, Doc Data Payments, Fed Ex, UPS, Endicia DAZzle, Avalara AvaTax, AspPDF, SAP, LogOn Business Systems, AACPAC

Databases

- Microsoft SQL Server 2000 - 2008, Microsoft Access 2003 - 2010

Other

- IIS 6 – 7.5, Team City, Subversion, Visual Source Safe, Visual Studio 2003 - 2013

Experience

Lead Software Engineer

Jan 2005 – Present

Wright Strategies & Saffire Events – Milwaukie, OR

- Participate in the full lifecycle of all medium to large scale software projects, including requirement gathering, spec. definition, development, testing, release and support.
- Primary focuses include setting the architectural direction for each project, process maturation and programming.
- Work with a number of clients to help define and translate their requirements along with supporting them in using their applications.
- Constant focus on improving ineffective processes to increase the overall quality of the end product along with better utilization of company resources.
- Changing the development culture to an agile centric approach, with a focus on TDD and Domain Driven Design.
- Manages three programming resources.
- Architected a generic PCI DSS compliant ecommerce solution that includes payments, shipping, returns, user management and product cataloging that can be repurposed for many industries.
- Developed code review system that includes both manager to developer and peer to peer periodic reviews.
- Helped implement a continuous integration system into the production process.
- Researched and put into place time tracking and bug tracking systems.

Education

Western Oregon University

1999 – 2004

- B.S., Computer Science – Software Engineering

JEREMY EMERSON
8373 Cason Rd. Gladstone, OR 97027
jeremy@saffire.com

JEREMY EMERSON
8373 Cason Rd. Gladstone, OR 97027
jeremy@saffire.com

EDUCATION

Bachelor of Arts, December 1998, Portland State University
Art/Graphic Design Cumulative G.P.A.: 3.86

Academic honors: Graduated with High Honors, Vice President, Golden Key National Honor Society, University Studies Peer Mentor, PSU Student Ambassador, New Student Orientation Guide, Oregon Laurels Scholarships - 1997, 98, PSU Art Dept. Scholarships - 1995, 96, Columbia River P.U.D. Scholarship – 1994, KUKN Lower Columbia Region Student of the Month - 1994

WORK EXPERIENCE

Saffire - Portland, OR & Austin, TX.
Partner, Creative Director
2011 - Present

- As creative director, oversee all visual branding assets. Develop corporate identity and visual language for Saffire.
- Manage all creative production efforts for visual layers of development on Saffire platform, for clients and internally
- Direct all logo and branding efforts for all clients
- Oversee and direct the UI and style guide for Saffire's software
- Manage all front-end production artists/developers

Wright Strategies - Portland, OR & Austin, TX.
Partner, Creative Director
2001 - Present

- Direct all corporate visual branding assets. Develop corporate identity and visual language for Wright Strategies.
- Design and produce all logos, collateral, billboards, award-winning websites, custom e-commerce websites, interactive kiosks, advergames, animations, commercials, soundtracks and more to support large client base including several Fortune 500 companies.

Finestra Media, Inc. - Portland, OR.
Co-Founder, Vice President
March 1999 - Present

- Develop all original illustrations, photograph and graphics. Direct all company marketing strategies and produce supporting materials.
- Translate client's visions into artistic, practical solutions.
- Oversee development of corporate brand and development.
- Business development, strategy and business planning

Chiave Interactive – Portland, OR.
Co-Founder
1998 – 2000

- Design user interfaces for all interactive online learning products.
- Produce and direct all animation and graphic content for multimedia products.
- Perform all print production including marketing collateral, company identity, etc.
- Develop all original illustrations, photograph and graphics. Direct all company marketing strategies and produce supporting materials.
- Translate client's visions into artistic, practical solutions.
- Oversee development of corporate brand and development.

The Pint of Portland - Portland, OR.

Creative Director

December 2000 – 2002

- Design all marketing collateral for Portland's top interactive networking organization.
- Direct the design and development of Pint.Org, the organization's website.
- Design company ID systems and integrate with print and web.
- Develop all supporting iconography, illustrations, photography, and graphics for community driven website.
- Serve on Board of Directors.
- Interface with event sponsors and direct their marketing efforts at monthly events and on Pint.org

Uvona Corp. - Portland, OR.

Production Designer

September 1998 - February 2000

- Sketched, concepted and laid-out original compositions for corporate websites.
- Designed e-commerce interfaces for websites.
- Performed all original illustrations and produced original photography for use in developing websites.
- Optimized all graphics and supporting media for web.
- Produced print collateral and designed marketing materials for Uvona Corp.

Instructional Development Support Center, Portland State University - Portland, OR

Lead Designer

June 1996 - September 1998

- Trained PSU faculty and staff in the use of multimedia for presentation of class materials.
- Supported all lab technology, with a mastery of all available software.
- Designed the organizations logo and all supporting media and collateral.
- Taught technology workshops to faculty and staff.
- Assisted graduate students in developing multimedia presentations.

Jessica Bybee-Dziedzic

8302 Avocet Dr., Austin, TX 78745

Phone: 512-430-1123

E-mail: jessica@saffire.com

Education

Master of Education – National Louis University, Heidelberg, Germany - 2002

Bachelor of Arts, Psychology – University of Texas, Austin, Texas - 1999

- ❖ Minor – Business Foundations

Experience

Director of Client Experience (June 2014 - Current)

Saffire (248 Addie Roy Rd. Suite B-106, Austin, Texas 78746)

- ❖ Lead Client Experience Team developing best practices for onboarding, training & retaining clients
- ❖ Develop training materials to teach how to use Saffire when first starting, as well as when new features are released
- ❖ Manage Saffire's roadmap of feature enhancements determining prioritization of what features will be developed and when, largely based on client feedback and requests

Director of Marketing (April 2013 - June 2014)

Saffire (248 Addie Roy Rd. Suite B-106, Austin, Texas 78746)

- ❖ Developed Saffire's Marketing plan, determining initiatives for online, social, e-newsletters, direct mail, webinars, and association conference attendance
- ❖ Created and maintained marketing budgets, determining ROI & making recommendations for future initiatives

Senior Account Manager (January 2011 – April 2013)

Saffire (248 Addie Roy Rd. Suite B-106, Austin, Texas 78746)

- ❖ Manage client accounts, coaching each client through the process of developing and launching their new Saffire websites
- ❖ Guide clients with recommendations for best online practices
- ❖ Continued ongoing communication with clients, helping with new requests and suggestions for continual growth

Senior Account Manager (September 2007 – January 2013)

Wright Strategies (248 Addie Roy Rd. Suite B-106, Austin, Texas 78746)

Account Manager (August 2005 – August 2007)

Spoonbend, Inc. (Austin, Texas)

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SAFFIRE LLC

[Scope of Work]

See following page(s).

SCOPE OF WORK

Tourism Website

I. Introduction.

The Town is seeking a tourism website that utilizes both a CMS and a CRM, features simplistic navigation, vibrant photography and is visually appealing to visitors. The Town will provide all content, editorial and photography to Consultant to build the website.

II. Project Preferences.

- 2.1 A fully integrated solution between a new CMS and a new CRM.
- 2.2 Provide a Software as a Service (SaaS) platform that ensures the CMS is always up-to-date with the latest technology.
- 2.3 Ability to edit main site cascading style sheet (CSS).
- 2.4 Ability to add, edit, copy and delete pages and images without external support.
- 2.5 Real time feedback for page edits to instantly preview how the site renders on desktop, tablet and mobile devices.
- 2.6 CMS dashboard with snapshots of website statistics and key performance indicators for the following:
 - A. Google analytics data.
 - B. Page statistics (i.e. page views).
 - C. Visitors:
 1. Site visitors.
 2. Unique visits.
 3. Time on site.
 4. Bounces.
 5. Bounce rate.

- D. Site Activity filtered by day/week/month:
 - 1. Returning visitors.
 - 2. New visitors.
- E. User engagement.
- F. Social media engagement data:
 - 1. Facebook likes received.
 - 2. Partner listing/Coupon views counter.
- 2.7 Integrate with a booking engine.
- 2.8 Integrate with Google maps allowing users the capability to:
 - A. Get directions along with other native Google maps functionality.
 - B. View points of interest.
 - C. Select/deselect Attractions, Restaurants, Hotels and Services categories.
- 2.9 Social media integration throughout entire website, i.e., posts from social media accounts will populate specific pages/social media widgets.
- 2.10 An easy-to-use site-wide search.
- 2.11 Forms with multiple variables (location, amenities, etc.) that allow consumers to search all partners such as attractions, restaurants, hotels and services.
- 2.12 Drop down toggle between CMS/CRM
- 2.13 Built in Node.js and MongoDB; utilizes RHEL and Nginx.
- 2.14 Website extensions and modifications capable via HTML, CSS, Javascript and the JSON data format.
- 2.15 Content-driven with editorial features, lists, photography and video.
- 2.16 Incorporate external sources of content (i.e., video/photo sharing sites, social media platforms).

3.0 Desired Sections:

3.1 Press Room.

- A. Press releases with tags for searching.
- B. Story ideas.
- C. Downloadable press kits.
- D. Research.
- E. Contact Us.
- F. Password-protected photos/video.
- G. Sign up for E-news.
- H. Acknowledgement/awards.
- I. Recent news.

3.2 Sales. Each of the following subsections shall contain searchable forms on specific B2B criteria and a few content pages:

- A. Travel trade.
- B. Meeting professionals.
- C. Sports tournament organizers.

3.3 Toolkit for planners containing photos, logos, maps, county information and various other pages.

3.4 Weddings.

- A. Content pages.
- B. Request form for more information.

3.5 Film Commission.

- A. Content pages.
 - 1. Movies/ TV filmed in Fountain Hills.
 - 2. Shoot locations.

B. Filming request form and permit assistance.

3.6 Partnership (password-protected section).

A. Past member e-newsletters.

B. Upcoming events.

C. Recent announcements.

D. Opportunities.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF FOUNTAIN HILLS
AND
SAFFIRE LLC

[Fee Proposal]

See following pages.

SAFFIRE PRICING TOURISM WEBSITE

TOWN OF FOUNTAIN HILLS

OCTOBER 28, 2015



info@saffire.com

www.saffire.com

512.430.1123

SAFFIRE BUDGET

Saffire has a combination of an initial setup fee, a one-time design fee, and ongoing licensing and hosting fees.

INITIAL SET-UP FEE

Saffire Platform **\$6,000**

- Your complete website, mobile site and tablet site, including the features on Page 2
- Content management system, including forms management
- All setup, training unlimited support while launching your website

Note: This fee can be paid in two installments, half before we install Saffire and half within one month after your site goes live. If you aren't happy with your website within a month of going live with your website, Saffire will refund your money. (But we know you'll love it.)

Saffire Partner Site Addition **\$1,800**

- Customized **login page**, with separate login information for each partner
- **Partner directory**, including committee designations and member industries
 - Unlimited custom partner fields that allow you to collect and display any information you choose about your partners
 - Unlimited "private" member fields that are viewable only by you (administrator)
- Ability for partners to **update their profile information**, which automatically generates an email to the administrator
- **Unlimited partner-only events**, where you can share information, photos and links, as well as upload photos, PDFs and more
- **Unlimited partner-only pages** in any section you choose, with the ability to include .pdfs, ecommerce, forms and more
- Ability to upload **unlimited PDF documents**, with ability to limit access rights by member level
- Your current partner list in an excel template format can be imported in to your new Saffire member site.

Note: The member site is *completely* optional – you could add it later, when you're interested in allowing dues payment online.

INITIAL DESIGN FEE

We offer different choices for design, based on budget.

Option 1: Custom website design with additional custom features **\$2,500 - \$4,500**

Saffire creates a new design concept for client, either starting from existing materials or a new concept based on client input:

- Saffire designs new logo (if needed) or provides an update to your existing logo
- Custom website design with custom module consideration (i.e., extra rotating features, expanded social media widget, etc.)
- Completely custom background design
- Custom illustration & layout personalization
- Potential for limited animation/sound effects
- Saffire chooses and defines fonts and colors for your brand
- Saffire creates patterns, photography, styles and design elements for your brand

- Audit website to ensure all CSS styles match

Option 2: Custom brand development & website design **\$5,000 - \$7,000**

Saffire engages you as a custom design and branding agency to bring your dreams to life online, in print and in other supporting assets, custom site design, including:

- Saffire begins a discovery phase with a review of current marketing materials, discussion and sharing of visual assets such as photography and other imagery
- Consultation and development of visual brand identity including logo, typeface, color and complete branding guidelines
- Custom website design including incorporation of typeface, color, patterns, photography, styles and design elements within your website
- A la carte choice menu of any and all interactive Saffire modules
- Animation and sound effects included to support client's needs
- All supporting graphical materials, such as additional stock photography requested is included
- Custom mobile site design & features, above and beyond Saffire's existing mobile site template
- 3rd party integration with widgets that don't already exist, such as advertising, social media, hotel booking engines when possible

All options include one round of revisions (as well as a second round of tweaks, if needed). Additional rounds of revisions for all options are approximately \$300 each. If the revision amount changes, we will let you know the amount and get it approved before proceeding.

MONTHLY FEES

Licensing **\$300**

Our goal is for Saffire to continue to keep your site "fresh" for years to come. Licensing covers at least quarterly updates to your site features, maintenance as needed, ongoing training and support whenever you need it and frequent server scans to make sure your site has the highest level of security. All this will ensure you never again have the upheaval of switching providers.

Site hosting **\$150**

Your site hosted on secure server at Rackspace, an international hosting company, as well as any help you need managing your server. We have 24/7 phone support with Rackspace, in case there is ever an issue with your server, and it is only Saffire clients on your server.

OPTIONAL FEES FOR ADDITIONAL FUNCTIONALITY

Transactions using built-in SaffireCommerce™ **\$.50/item**

Saffire allows you to sell through any ecommerce provider; this fee is only if you choose to use the built-in SaffireCommerce™ engine for ecommerce transactions. Distribution for these purchases may be by will call or mail.

Content Migration **\$1,500**

Saffire will transfer your content from your existing website to your new site for a one-time fee.

Bulk text messaging using SaffireText™

Starting at \$12/month

SaffireText™ starts at \$12 per month for unlimited texts based on the number of cell phone numbers you have. We help you build your texting list by including a signup on every page of your Saffire website. Full pricing for this service is shown below.

# of Cell Numbers	Price Per Month
Setup	INCLUDED WITH SAFFIRE
1- 100	\$12
101- 500	\$25
501-2,000	\$99
2,001-5,000	\$250
5,001-10,000	\$500

TOTAL COST

CMS, Programming & Technical Implementation: \$7,800

Front-End User Interface & Design Costs: \$2,500-\$7,000 based on your budget/option choice

Monthly maintenance fee for software updates, support, troubleshooting & hosting: \$450

TERMS & CONDITIONS

The budget above is valid for 90 days from proposal date. Licensing and hosting fees are billed on a semi-annual basis and are subject to change with notice.

As part of our relationship, we'd like to ask your help to get the word out about Saffire. If you love Saffire (and we know you will), we'd love to get a testimonial and any other assistance you might be able to provide!

Saffire will receive promotional consideration in the form of a small "Powered by Saffire" tout at the bottom of your Saffire website.

SIGNED

Cassie Roberts

Cassie Roberts

Partnership & Marketing Director

10/22/15

Date