

Contract

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into on the **25th** day of **MONTH, YEAR** by and between the **OTHER COMPANY**, hereinafter referred to as ("**OC**"), and **ZIPPYREG TECHNOLOGY SOLUTIONS**, hereinafter referred to as ("**Consultant**").

IN CONSIDERATION of the mutual promises and covenants contained herein,
THE PARTIES AGREE AS FOLLOWS:

Section 1. Scope of Work

Subject to the terms of this Agreement, Consultant shall perform the scope of work identified in Exhibit "A" attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel to provide professional services, preparation of plan, specifications and estimates. If there is any conflict between Exhibit "A" and this Agreement, the provisions of this Agreement shall prevail.

Section 2. Compensation

A. Consultant shall invoice OC monthly for services, based on the rates in Exhibit "B" attached hereto.

B. Invoices shall be sent to:

OC
Attn: Secretary/Treasurer
ADDRESS
Albany, New York 12210

C. Payments under this Agreement shall be made to:
ARE Event Productions

D. Invoices under this Agreement shall not exceed the total amount of \$18,000.00 (Eighteen Thousand dollars) This amount shall not be exceeded without an amendment to this Agreement or as provided in Section 19.

E. OC agrees to pay all undisputed invoice amounts within forty-five (45) days of the invoice date. OC agrees to notify Consultant of any disputed invoice amounts within ten (10) days of the invoice date.

Section 3. Changes in Scope of Work

No additional fees shall be paid by OC for services not included in this Agreement without an amendment to this Agreement executed by the parties or as provided in Section 19.

Section 4. Maintenance of Cost Records

Consultant shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under this Agreement, for inspection by OC. Copies thereof shall be furnished to OC, upon its request.

Section 5. Term and Termination

A. This Agreement shall be effective and shall terminate on **MONTH, DAY, YEAR**, unless sooner terminated as provided in Section 5.B., below.

B. OC may, with or without cause, terminate this Agreement at any time upon written notice to Consultant. Notice shall be complete when delivered in person or by facsimile or when received by mail, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.

C. In the event this Agreement is terminated by OC, Consultant shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

Section 6. Ownership of Source Code, Documents and Copyright

All plans, specifications, maps, or other documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of OC. All text, graphics, video, source code, and editorial content used in connection with the website design become the sole property of OC and may be used for any purpose, including, but not limited to, posting, disclosure, reproduction, publication, broadcast, and transmission. Additionally, OC may use any concepts, ideas, or techniques contained within the designed website for any reason or purpose whatsoever including, but not limited to, developing and marketing services or applications using such data.

Section 7. Consultant's Responsibilities for Its Employees

At all times Consultant's officers and employees providing services under this Agreement shall be Consultant's employees for all purposes, including the purposes of all required payroll deductions and withholdings, workers' compensation insurance, New York State Disability and Unemployment Insurance, health benefits and any other employee benefits provided by Consultant to its employees. Consultant shall defend, indemnify and hold harmless OC, its Board of Directors, officers, employees and agents, from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorneys' fees, that OC may be liable to pay or defend arising out of any claims made by Consultant's employees (whether current or former) relating to such employee's employment with Consultant.

Section 8. Insurance Requirements

Consultant shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

A. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

Commercial General Liability - General Aggregate	\$2,000,000
Commercial General Liability – Products-Comp/Op Aggregate	\$2,000,000
Commercial General Liability – Each Occurrence	\$1,000,000
Business Automobile Liability – Combined Single Unit	\$1,000,000
Excess/Umbrella Liability – Each Occurrence	\$1,000,000
Workers’ Compensation & Employers Liability	NYS Statutory
Professional Liability	\$1,000,000 per claim and aggregate.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by OC. At the option of OC may require the insurer to reduce or eliminate such deductibles or self-insured retentions as respects OC, its officers, officials, employees and volunteers; or OC may require Consultant to procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Endorsements

OC must have on file Endorsements, directly from the Insurers (Companies) Affording Coverage, for Additional Insured and Waiver of Subrogation (Waiver of Transfer of Rights of Recovery)

1. Additional Insured Endorsement for Commercial General Liability policy
2. Additional Insured Endorsement for Business Automobile Liability policy
3. Additional Insured Endorsement for Excessive/Umbrella Liability policy
4. Waiver of Subrogation Endorsement for Commercial General Liability policy
5. Waiver of Subrogation Endorsement for Excess/Umbrella Liability policy
6. Waiver of Subrogation Endorsement for Worker’s Compensation & Employers Liability policy

D. Other Requirements

Consultant shall provide an endorsement to OC establishing that OC has been added as an additional insured to the General and Automobile liability insurance policies required under this Agreement. The above policy/policies shall not terminate, nor shall they be canceled, nor the coverage reduced, until after thirty (30) days written notice is given to OC. Consultant shall be responsible to establish insurance requirements for any Subcontractor hired by Consultant, subject to all of the requirements stated herein. Consultant shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor.

E. Verification of Coverage

Consultant shall furnish OC with original certificates and amendatory endorsements affecting coverage. Said policies and endorsements shall conform to the requirements herein stated. All certificates and endorsements are to be received and approved by OC **before work commences**. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on the standard industry forms. OC reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time.

Section 9. Indemnity

A. All officers, agents, employees, subcontractors, their agents, officers and employees who are hired by or engaged by Consultant in the performance of this Agreement shall be deemed officers, agents, employees and subcontractors of Consultant, and OC shall not be liable or responsible to them for anything whatsoever.

B. The company awarded the contract shall indemnify, defend and hold harmless OC, its Board of Directors, officers, employees, and agents, from and against any and all loss, liability, claims, damages, actions, lawsuits, judgments and costs, including reasonable attorneys' fees, that OC may become liable to pay or defend arising from or attributable to any acts or omissions of the company awarded the contract, its agents, employees or subcontractors, in performing its obligations under this contract, including without limitation, for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.

Section 10. Consultant Not an Agent; Consultant As Independent

Contractor

Except as specified herein, Consultant shall have no authority, expressed or implied, to act on behalf of OC in any capacity whatsoever as an agent. Consultant shall have no authority, expressed or implied, pursuant to this Agreement to bind OC to any obligation whatsoever. At all times during the term of this Agreement, Consultant, its officers and employees providing services under this Agreement, shall be an independent contractor and shall not be an employee of OC shall not have the right to control the manner and means by which Consultant's services are rendered pursuant to this Agreement; however, OC shall have the right to review the Consultant's work product, results and advice.

Section 11. Licenses, Permits

Consultant represents and warrants to OC that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Consultant represents and warrants to OC that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Consultant to perform its professional duties under this Agreement.

Section 12. Legal Action

A. Should either party to the Agreement bring legal action arising out of this Agreement against the other, the party prevailing in such action shall be entitled to reasonable attorneys' fees which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

B. This Agreement is to be interpreted in accordance with New York State law. In the event of any litigation regarding this Agreement, the parties agree the exclusive venue shall be in Albany County, New York, whether in Federal or State Court.

Section 13. Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party. Notwithstanding the above, Consultant may use the services of persons and entities not in their employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants. Consultant's use of others for additional services shall not be unreasonably restricted by OC provided Consultant notifies the OC in advance.

Section 14. Assignment of Individuals

Upon the President of OC's written request, Consultant will promptly remove any employee or officer supplied hereunder.

Section 15. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof. Each party to this Agreement has been advised by counsel of its choice, and in entering into this Agreement is relying upon its own investigation and evaluation and not upon any representations by any other party.

Section 16. Notices

When notice is required to be provided under this Agreement, it shall be provided to the following persons at the following addresses:

OC

Attn: Secretary/Treasurer

OTHER ADDRESS

Albany, New York 12210

PHONE NUMBER

Consultant:

Mr. Josh Merlis
ZIPPYREG TECHNOLOGY SOLUTIONS
ADDRESS
Albany, New York 12203
PHONE NUMBER

Section 17. Authorized Signers

Each signatory to this Agreement hereby warrants and represents that each has been authorized to enter into this Agreement on behalf of the entity for whom they sign.

Section 18. Minor Amendments

The President of OC is hereby authorized to approve minor written amendments to this Agreement on behalf of OC, subject to approval as to form by the Counsel to OC.

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

Date: _____ - **CONSULTANT**- _____

By: Josh Merlis

Title: President

Date: _____ - **OC** _____

By:

Title: President

ATTEST:

By: _____

Secretary/Treasurer – OC

DATE

APPROVED AS TO FORM:

BY: _____

OC Counsel

EXHIBIT A

TIMELINE & WORK PLAN

MONDAY, AUGUST 25

CONTRACT APPROVAL

FRIDAY, AUGUST 29

PHASE 1: SITE INFRASTRUCTURE

- Have met to determine all types of information OC plans to store/have available on the site
 - o A flowchart displaying the different tables and their relations has been generated
 - o Existing membership table should be received by ARE Event Productions
- Main images/color-schemes have been received by ARE Event Productions

The goal of phase 1 is to lay the groundwork for the complete development of the site. This week will be used to draw schematics and flowcharts of both the underlying tables and the pages themselves. This is important to ensure a user-friendly experience and that we are on the same page in terms of site design. Mock-ups of pages will be created to verify page-linkage is in agreement with the requests of OC.

FRIDAY, SEPTEMBER 5

PHASE 2: GENERAL LOGIN/MEMBER DATABASE MANAGEMENT

- Template of the site's front page complete and subject to approval
 - o A static page whose focus is to ensure the layout meets OC's approval
 - o Included are
 - Current Events
 - What's Hot
 - Retiree Corner
 - Delegates
 - Calendar
 - Final Patrol
- Member database structure complete
 - o Login capability
 - o Graduated levels of access
 - o Password management and hints
 - Require the use of "complex" passwords to ensure maximum data/user security
 - o Modification of user data (address changes, phone changes, etc.)
 - o Membership Applications online – electronic submission/online payment (using Braintree)
 - o Administrators will be able to email the general organization membership
- Administrators of the site can modify/sort/export membership information as desired
 - o Database can be exported as a Microsoft Excel file

Phase 2 will lay the infrastructure for member access to the site.

FRIDAY, OCTOBER 10

PHASE 3: CONTENT AREAS

- Electronic File Archive
 - o All files (documents, spreadsheets, PDFs, etc.) will be systematically stored in a file server table including the
 - Date the file was posted
 - Date of the event/meeting, etc. the file is about (if applicable)
 - Topic/Area of interest (What's Hot, Retiree Corner, etc.)
 - Who posted it
 - o This will be fully searchable based upon any criteria desired
- Online placement of delegate and member reference pages, handbooks/handbook materials
 - o Accessible to authorized personnel on the site
- Contract Posting
 - o *All contracts and awards can be posted by any member or delegate*
- Date tracking
 - o All content will indicate a "date of posting"
 - o The site will dynamically tell members what is new upon logging in by comparing it with their last login date/time
- Committee Minutes section
 - o Similar to the file server
 - o Committee minutes can be uploaded indicating the same data as the general file server as well as the specific committee the minutes are for
 - o This creates a permanent repository with instant and easy online access
- Propaganda section
 - o A page that will allow for any kind of upload (*notices, letters, documents*) to *dispel active attacks or rumors against OC*
- Individual Pages for OC Members
 - o Any member may create their own page that contains a picture and content of their choosing.
 - o It will be accessible through a dropdown box in the members' area.
- Individual Pages for Programs, Services and Functions
 - o Members will be able to create "Program Pages" that dynamically store information for programs/services/functions
- **Online Store**
 - o OC will be able to sell items online
 - o Members can track their online order history
 - o All transactions are through Braintree (no actual credit card information stored by OC)

Upon the completion of phase 3, OC will have a fully functional website that can be tested extensively. Administrators of the site will be able to login and post files and immediately see the homepage change to reflect the new additions. Members will be able to login and administrators will be able to track who is logging in.

As mentioned at the beginning of this section, a site progress report will be available online, updated each time a new addition is made live on the site. Throughout phase 3, it is encouraged and requested that the appropriate OC officials visit the site and approve of what they see and experience. As the back-end database will already be in place, these checks are mainly to ensure the look and feel meet OC standards.

It is desired that once a section is complete such as the "Committee Minutes" section, a OC official will upload previous minutes from meetings as they wish. The date is included in the upload form so that they are automatically sorted chronologically, *not* by when they were actually uploaded. The upload form will be similar to adding an attachment to an email except it will also request if the file is relevant for a specific date, what topic it falls under (to determine what box it appears in on the homepage/other sections) and if there is a deadline for its removal.

FRIDAY, NOVEMBER 7

PHASE 4: ADVANCED COMMUNICATION

- "Contact Us" section
 - o A user can choose from different topics
 - o The different topics correlate to administrator-chosen individuals to receive those emails
 - o All inquiries are permanently stored on the web server as a permanent repository of questions
 - o OC officials may decide to add some of these questions (and their answers to the FAQ)
- FAQ section
 - o Dynamically populated based upon questions posed to OC and OC responses
 - o Manually populated by OC officials anticipating common questions
 - o Fully searchable
 - o Allow for links and other information
- Online Elections
 - o This component will be completely customizable, allowing the election-creator to indicate
 - Title of the election
 - Access privileges required to vote (General membership, admin only, etc.)
 - Populating the lists of possible choices
 - Voters must login to vote, thus ensuring they only vote once
- Calendar of events
 - o Any member will be able to add an event to the calendar
 - Posters of events reserve the right to indicate if sign-up is required
 - All events generate their own chat board that is visible when viewing the event information
 - For events requiring sign-up, it can be done through the website
 - Events with associated costs can be paid through the website
 - Leaders of the event may email event participants (*not* the entire organization)
 - Surveys/Feedback forms can be emailed to the group to assess an event's value

Upon the conclusion of phase 4, the project is considered complete. Throughout this phase, OC officials will be requested to test the new modules. By proceeding with this formative rather than summative style of feedback, we can effectively remove the situation of OC requesting significant changes/alterations after the project is complete.

LAUNCH DATE: Monday, November 17

LICENSING/MAINTENANCE AGREEMENTS

OC will have a permanent user-license for the program and be considered the full owner of all code and related aspects of the project once OC deems the project complete. At such time, OC receives six-months (through Sunday, May 17, NEXT YEAR) of complimentary site maintenance. Following those six months, OC reserves the right to purchase additional maintenance agreements at \$60/month in 6 month increments.

SITE MAINTENANCE AGREEMENT

This agreement covers minor site maintenance. "Minor" indicates updating links and making changes to a sentence or a paragraph. **It does not include** any changes that would involve modifying the database structure, including both the addition and/or removal of tables or columns. **It does not include** the development of additional queries for report generation. It does include general questions/consultation that can be answered via email communication or pre-determined phone communication. Please note that maintenance is different from training.

TRAINING

Included as part of the design of this website are *two* one-hour training sessions for OC with AREEP covering all working components of the site. This training is intended for a site-administrator to know fully how the site works. Emailed questions will be answered timely as part of the maintenance agreement. Additional trainings are subject to a \$60/hour fee for on-site consultation. Email/phone correspondence is included in the maintenance agreement.

EXHIBIT B

DESIGN COST

The design cost is \$60/hour.

Hours indicated below are anticipated.

PHASE 1: SITE INFRASTRUCTURE

TOTAL HOURS: 10

- Have met to determine all types of information OC plans to store/have available on the site
 - o A flowchart displaying the different tables and their relations has been generated
 - o Existing membership table should be received by ARE Event Productions
- Main images/color-schemes have been received by ARE Event Productions

PHASE 2: GENERAL LOGIN/MEMBER DATABASE MANAGEMENT

TOTAL HOURS: 58

- Template of the site's front page complete and subject to approval 8
 - o A static page whose focus is to ensure the layout meets OC's approval
- Member database structure complete 40
 - o Login capability
 - o Graduated levels of access
 - o Password management and hints
 - Require the use of "complex" passwords to ensure maximum data/user security
 - o Modification of user data (address changes, phone changes, etc.)
 - o Membership Applications online – electronic submission/online payment (through Paypal)
 - o Administrators will be able to email the general organization membership
- Administrators of the site can modify/sort/export membership information as desired 10
 - o Database can be exported as a Microsoft Excel file

PHASE 3: CONTENT AREAS

TOTAL HOURS: 134

- Electronic File Archive 30
- Online placement of delegate and member reference pages, handbooks/handbook materials 10
- Contract Posting 4
- Date tracking 10
- Committee Minutes section 6
- Propaganda section 4
- Individual Pages for OC Members/Programs/Services/Functions 30
- Online Store 40
 - o OC will be able to sell items online
 - o Members can track their online order history
 - o All transactions are through Braintree

PHASE 4: ADVANCED COMMUNICATION

TOTAL HOURS: 76

- "Contact Us" section 8
 - FAQ section 8
 - Online Elections 35
 - Calendar of events 25
-

COST SUMMARY

Phase 1:	SITE INFRASTRUCTURE	~10 hours	→	600(\$)
Phase 2:	GENERAL LOGIN/MEMBER DATABASE MANAGEMENT	~58 hours	→	3,480(\$)
Phase 3:	CONTENT AREAS	~134 hours	→	8,040(\$)
Phase 4:	ADVANCED COMMUNICATION	~76 hours	→	4,560(\$)

Total Anticipated Hours: 278

Total Anticipated Cost: 16,680(\$)

All hours will be logged. The number of hours stated above is approximate. It is possible for the project to take more or less hours than stated. This proposal explicitly states here that in the event the project takes longer than 300 hours, there is a maximum payment to ARE Event Productions of 18,000(\$) regardless of additional time spent.

NOTE

All costs and terms outlined above, including the payment cap, are for the direct development of the functionality detailed in this proposal. Any desired additional capabilities not listed explicitly as sub-sections of the four phases above are subject to additional charges.