

DIGITAL SOLUTIONS AGREEMENT →

THIS DIGITAL SOLUTIONS AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **GHD DIGITAL**, (the “Consultant”).

Part 2 ACCEPTANCE CRITERIA

Looks and functions like the approved custom design and has been updated based on the logo and brand guidelines provided by the customer. Is responsive to different screen sizes and orientations. Is developed following the practices and guidelines outlined by the WCAG 2.0 level AA standard. All included products and AddOns are installed and configured based on the preferences confirmed by the customer during initiation. Blank pages and navigation based on the approved sitemap are setup. Training was provided for the CMS and all included products and AddOns. A GoLive Plan has been provided to the customer.

Part 3 DELIVERY SCHEDULE

Schedule will be provided upon approval of this Statement of Work.

MAXIMUM CONTRACT EXPENDITURE: Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **one hundred eighty-seven thousand two hundred four dollars and zero cents (\$187,264.00)** for the Term of the Agreement. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

TERM: It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on this **May 18, 2026**, and terminate at 12:00 a.m. on **May 31, 2027**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County’s satisfaction with all products and services received during the preceding term.

Continued on next page.

Part 5 EXCLUSIONS, ASSUMPTIONS, AND ADDITIONAL TERMS

1. Exclusions

- Content writing, editing, or maintenance by GHD
- Sitemap creation or revisions by GHD unless included in quote
- Integrations into third-party software not identified in scope
- Additional products, modules, or features that are not included in the selected Govstack plan, or as Add Ons under this quote
- Website clean-up assistance such as adding/editing images, photo galleries, tables, accordions, and alt text, or fixing broken links, spelling mistakes, or content-related accessibility errors.

2. Assumptions

- Customer will use GHD's Identity Provider for user accounts
- Customer will be responsible for ensuring all content is accessible, including uploaded documents
- If content migration see **Schedule A** <https://www.govstack.com/learning-centre/onboarding/content-migration/>

PAYMENT SCHEDULE

Part 6

Payment Schedule Summary

Billing Milestone	Cost Type	Amount
Upon Signing	30% of all One-Time Fees	\$38,800.50
CMS Handoff	60% of all One-Time Fees	\$77,601.00
Go Live	10% of all One-Time Fees	\$12,933.50
12 Weeks After Signing	Annual Costs (Pre Go-Live)	\$14,944.00
Upon User Acceptance	Customizations T&M Est \$20,000	\$20,000.00
Go Live	Annual Costs – Post Go-Live	\$22,985.00
Total		\$187,264.00

Detailed Breakdown

Implementation Fees

Upon Signing (30% of One-Time Fees)	
Item	30% Due at Signing
Govstack Premium Website CMS & Implementation	\$19,401.90
Stakeholder Interviews	\$2,400.00
Navigation Full Sitemap Process	\$1,354.50
Treejack Engagement Testing	\$1,496.40
Custom Design	\$8,906.70
Forms Creation (63 Forms)	\$3,780.00
Training – Instructor-Led Virtual	\$1,026.00
IdP / AD Integration	\$435.00
Total Due at Signing	\$38,800.50
CMS Handoff (60% of One-Time Fees)	
Item	60% Due at CMS Handoff
Govstack Premium Website CMS & Implementation	\$38,803.80
Stakeholder Interviews	\$4,800.00
Navigation 3 Full Sitemap Process	\$2,709.00
Treejack Engagement Testing	\$2,992.80
Custom Design	\$17,813.40
Forms Creation (63 Forms)	\$7,560.00
Training – Instructor-Led Virtual	\$2,052.00
IdP / AD Integration	\$870.00
Total Due at CMS Handoff	\$77,601.00
Go Live (10% of One-Time Fees)	
Item	10% Due at Go Live
Govstack Premium Website CMS & Implementation	\$6,467.30
Stakeholder Interviews	\$800.00
Navigation Full Sitemap Process	\$451.50
Treejack Engagement Testing	\$498.80
Custom Design	\$2,968.90
Forms Creation (63 Forms)	\$1,260.00
Training – Instructor-Led Virtual	\$342.00
IdP / AD Integration	\$145.00
Total Due at Go Live (One-Time)	\$12,933.50

Annual Fees

12 Weeks After Signing	
Item	Annual Cost
Govstack Premium Enterprise Hosting & Licensing	\$13,514.00
IdP / AD Integration (Annual)	\$1,430.00
Total Due 12 Weeks After Signing	\$14,944
Go Live	
Item	Annual Cost
UserWay Accessibility Widget	\$490.00
Cludo Search & AI Chatbot	\$6,995.00
Ongoing Premium Support	\$5,500.00
Virtual Webmaster Services	\$10,000.00
Total Annual Post Go-Live Fees	\$22,985.00

Part 7 CHANGE REQUESTS

The fees quoted are based on GHD executing the services on a specific, mutually agreed upon, schedule that allows both GHD and Customer reasonable time to perform their tasks. Any deviation from the scope or schedule could result in corresponding changes to the estimated price, dates, responsibilities, or other provisions of the project. Changes that have material impact to any of the foregoing will be accommodated with a Change Order form or a separate Statement of Work as deemed appropriate by both parties. GHD will make reasonable efforts to mitigate the costs associated with the change, with Customer bearing only that portion of costs that cannot be mitigated or otherwise avoided.

GHD's our attached Terms and Conditions are applicable to this Digital Solutions Agreement and incorporated herein by reference. The offer to perform the Statement of Work for the fees quoted shall expire if not accepted and signed by an authorized representative of Customer on Quote Expiry Date.

IN WITNESS WHEREOF, GHD and Customer have caused this Agreement to be executed by their authorized representatives as of the date of last signature below ("**Effective Date**").

Customer

GHD digital

Ali Carden, PMP | A GHD Principal
Vice President & Global Practice Director,
Products and Platforms

1. Products. (a) GHD Digital (hereinafter "**GHD**"), subject to this Agreement, shall grant the Customer as identified in the Digital Solutions Agreement ("**DSA**") a limited, non-exclusive license to use or access GHD's digital solutions (hereinafter the "Product(s)") which are identified and described by the DSA. The DSA shall be governed by these terms and conditions, any Third Party Terms, and any documents incorporated by reference (the "**Terms**"; together with the DSA, the "**Agreement**") "GHD" together with Customer, shall be referred individually as a "**Party**" and jointly as the "**Parties**"). (b) Customer acknowledges GHD may utilize vendors or third parties to process data or provide Third Party Content or additional functionality to Products. "**GHD vendors**" as used herein means the third parties contracted with GHD to provide any portion of the Products subject to these Terms. "**Authorized End Users**" shall mean Administrative Users and Public Users. "**Administrative Users**" shall mean any of Customer's employees, representatives, consultants, contractors, or agents who are authorized to use the Product and have been supplied user identifications and passwords by Customer or on Customer's behalf to use or otherwise access the Products in the manner permitted by this Agreement. "**Public Users**" shall mean any individuals not affiliated with Customer, such as members of the public, authorized by Customer to use or otherwise access the Products in the manner permitted by this Agreement. "**Third Party Terms**" shall mean any terms and conditions of third parties and/or GHD vendors which are applicable to the use or access of the Product.

2. Proprietary Rights. (a) "**IP**" means all intellectual property throughout the world, including: copyrights, derivative software and products, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. "**Intellectual Property Rights**" means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. (b) Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, developed or acquired independently of this Agreement, or created during the term of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party. (c) Customer retains all ownership of any IP owned by Customer prior to the date of this Agreement or created by Customer during the term of this Agreement. (d) Customer acknowledges that, unless otherwise specified in this Agreement or the Product, all IP in the Products other than the IP provided by Customer is the property of GHD and that all, GHD domains, designs, templates, formats, pricing, documentation, manuals, software listings, source code, or object code relating to the Products may constitute trade secret, proprietary and/or confidential information of GHD. Any IP such as information, text, graphics, data, links, or other materials appearing in the Product ("Third Party Content") which is not owned by GHD or Client is subject to Third Party Terms. GHD grants to Customer and Authorized End Users a nonexclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use and access the Products, pursuant to the terms of this Agreement and the End User License Agreement, as applicable. (e) Unless authorized by this Agreement, Customer shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products in any way to any third party, other than an Authorized End User; (ii) modify or make derivative works based upon the Products, disassemble, reverse compile, or reverse engineer any part of the Products; or (iii) create Internet "links" to the Products or "frame" or "mirror" any part of the Products, including any content contained in the Products. (f) Customer's exposure to the Products may result in Customer developing or suggesting IP or other improvements or changes related to the Products ("**Feedback**"). Customer grants to GHD a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other Feedback provided by Customer or Authorized End Users relating to the operation of the Products. (g) With Customer's prior written consent, GHD may use Customer's name, logo, and/or trademark in connection with certain promotional materials, including brochures, websites, press releases, advertising, and other materials promoting the Products, which GHD may disseminate to the public. Customer may withdraw authorization for such use at any time by providing thirty (30) days written notice as provided in Section 23 below.

3. Data Use. (a) As between the Parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. "**Customer Data**" shall mean Customer information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer or Authorized End Users. Customer shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Customer to GHD pursuant to this Agreement. As necessary to provide Product to Customer, Customer grants to GHD a non-exclusive, royalty-free, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Customer Data and perform all acts with respect to Customer Data, as necessary to provide the Products to Customer, prevent or address Customer's technical problems with the Products, and meet all other purposes for Customer set forth herein. GHD shall have no obligation to validate any content of the Customer Data for content, correctness, usability, or for any other purpose. Customer shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Customer Data. (b) Customer agrees that GHD may use Customer Data to add insight, analytics, and data science to the Products and/or to provide or suggest additional solutions and services to Customer.

(c) Notwithstanding anything to the contrary in this Agreement, Client authorizes GHD to compile Aggregated Data, and such Aggregated Data shall be proprietary to GHD. "**Aggregated Data**" means any non-personally identifiable, technical, statistical, or analytical data, including Customer Data, gathered, or generated directly by the Product or by use of the Product, that GHD collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data may be used by GHD for any reason, including, on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes of providing additional products and services, or to provide customized services or technologies to its customers. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit GHD to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified Customer Data, Client hereby assigns and transfers the right, title, and interest in, to, and under such aggregated and de-identified Customer Data to GHD. (d) Customer agrees Customer Data stored by GHD will remain within the Customer's country of origin. Third Parties may Process (as defined herein) Customer Data as set forth in the applicable Third Party Terms. To facilitate user login, Customer acknowledges and agrees that limited encrypted Customer Data consisting of name, username, and/or email address, may be Processed and stored in Canada, regardless of Customer location. (e) Customer's bandwidth and disk usage shall be limited to the service levels set forth in the DSA. Any exceedance of these levels by Customer shall be subject to additional fees.

4. Data Protection, Privacy, and Cookies. (a) Customer agrees that GHD may store some or all Customer Data on systems which may run on a third party cloud storage provider, including but not limited to Azure Cloud. (b) For purposes of data privacy and protection laws, GHD is the data processor and Customer is the data controller of Customer Data and Authorized End Users' information. Customer represents and warrants that it has complied and will comply with all applicable local, state, national, and foreign laws related to data privacy and the transmission of technical or personal data, including personally identifiable information, and has obtained and/or owns all rights, permissions, and consents necessary in the Customer Data and Authorized End Users' information necessary to meet all purposes and relevant obligations set forth herein. Customer is responsible for providing privacy notices in relation to data privacy and protection laws to Authorized End Users. (c) If GHD receives, has possession or custody of, access to, or control over, any Customer Data which includes Personal Information then GHD will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information. "**Personal Information**" means information Customer (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as Personal Information may otherwise be defined by law. "**Processed**" or "**Processing**" means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means. (d) The Product may include cookies on services and use them to recognize user when returning to the Product. Authorized End Users may set their browser so that it does not accept cookies. Cookies must be enabled on the Authorized End User's web browser, however, if user wishes to access certain personalized features of the Product. (e) GHD's relevant policies, which are hereby incorporated into this Agreement, are located at:

Privacy Policy: <https://www.ghd.com/en/privacy-policy.aspx>
 Personal Information Processing Addendum:
https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum_1.0.pdf

(f) Customer shall be responsible to comply with all applicable laws in regard to information collected by Customer from Authorized End Users through the use of a Customer created form within the Product.

5. Data Retention. (a) The Products are not intended to be a data retention tool. Customer shall be responsible for compliance with any applicable data retention laws and shall maintain independent archives of data which is required to be retained by such laws. (b) During the term of this Agreement, GHD shall retain Customer Data within the Product for a minimum of one (1) year, except for Customer Data in the Events module, which shall be retained for a minimum of three (3) years. Following the expiration or termination of this Agreement, GHD shall not be required to retain Customer Data and GHD shall remove such Customer Data from GHD systems within a reasonable period of time. Prior to the removal of Customer Data from GHD systems, Customer may, for an agreed upon fee, elect to download such Customer Data in a mutually agreed format or extend the data retention. Notwithstanding the foregoing, data retention shall be extended as required by applicable laws. (c) A data destruction certificate certifying Customer Data (not including Aggregated Statistics) has been destroyed from GHD hardware and software shall be provided at the Customer's written request at a cost of five hundred (\$500) dollars, in the currency set forth in the DSA. (d) GHD maintains a daily backup of its systems for thirty (30) days. In certain circumstances, it may be possible to restore data that has been inadvertently deleted by Customer. A request to restore data can be made to Customer support. Fees may be applied to restore deleted content. (e) Provided GHD retains Customer Data for the agreed upon duration, GHD shall have no liability arising from a failure to maintain Customer Data.

6. Data Security. GHD will maintain industry standard administrative, technical, and physical safeguards, including but not limited to PCI DSS and ISO 27001 compliance, to protect the security and privacy of Customer Data, in use, in transit, and at rest. These

safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them. If either Party becomes aware of any unauthorized access to or breach of the Products which includes Customer Data ("Security Incident"), such Party will promptly notify the other in writing of the Security Incident and include the following information:

(i) the nature of the Personal Information compromised and how the Security Incident occurred; (ii) the timing of the Security Incident; (iii) the steps taken by the impacted Party to resolve the Security Incident; and (iv) the measures to be undertaken and implemented to prevent a reoccurrence of the Security Incident. In the event of a Security Incident, GHD reserves the right to shut down the Product(s) to protect the Parties with reasonable notice to Customer and with no liability to GHD for these or other remedial actions.

7. Term and Payment. (a) The term of the license granted to Customer shall be set forth in the DSA and shall continue until the Agreement is terminated or expires pursuant to Section 15. Unless otherwise provided for in the DSA, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of cancellation is delivered by one Party to the other thirty (30) days prior to the expiration date. GHD reserves the right to update these Terms at the expiration of each term. (b) Beginning on the first-year anniversary of the Effective Date and on each succeeding anniversary of the Effective Date during the term of this agreement, and for each renewal term, GHD shall be entitled to include a price increase of 5% to align with inflation as described in the Consumer Price Index in Canada (<https://www.statcan.gc.ca/start>) and the Federal Bureau of Labor Statistics in the US (<https://www.bls.gov>). GHD will provide reasonable notice to Customer of price increases and any update in the Terms. Continued use of the Product beyond the expiration date shall be considered acceptance of the Terms. (c) GHD shall invoice Customer on a periodic basis for the applicable fees as set forth in the DSA. Customer agrees to pay such invoices within thirty (30) calendar days after the date of the applicable invoice. Unpaid invoices will be subject to a charge of one (1.0%) percent per month on any outstanding balance. (d) GHD shall provide Customer with notice of the unpaid invoices and if payment has not been made by Customer within thirty (30) days of such notice, GHD reserves the right without liability to suspend the Products or Customer's access to the Products. (e) In addition to the rates or charges for the Products specified in the DSA, Customer shall pay all local, federal, and state/ provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Products.

8. Customer Responsibilities. (a) Customer shall license all third party software and obtain all hardware, at Customer's sole expense, that may be needed for Customer to operate the Products. (b) Customer shall abide by all laws, regulations, and ordinances applicable to the use of the Product, and the terms of this Agreement. Customer assumes responsibility for all acts or omissions of its Authorized End Users and agrees to indemnify and hold GHD harmless from any claim howsoever arising from the acts or omissions of its Authorized End Users. (c) Customer shall comply with any demand by GHD to correct, discontinue, or remedy any violation of applicable laws, or regulations, pertaining to Customer Data or any other content collected or used by the Products. (d) Customer may subscribe and consent to receive outage notifications, release notes, and/or other marketing material from GHD. Failure to subscribe may result in Customer not receiving information relevant to their use of the Product. (e) Unless the Customer utilizes Single Sign On ("SSO") where Customer manages their own active directory, Customer will promptly provide to GHD a list of names and other requested information to register each Administrative User to use the Products and shall notify GHD in writing as to any changes including termination of the Administrative Users. Each Administrative User will have a unique User ID for his or her access to the Products which cannot be shared nor transferred. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly take steps to remove access for such unauthorized persons and notify GHD if the security or integrity of a User ID or password has been compromised. The number of Administrative Users licensed shall be as set forth in the DSA. Customer may permanently reassign an Administrative User license from one individual to another individual by (1) notifying GHD of the Administrative User whose use of the Products is being terminated and (2) the individual to whom the Administrative User license will be reassigned. Each additional Administrative User may require an additional fee, the amount for which is specified in the DSA. (f) Customer is responsible for all content sent via notification tool, to ensure notifications sent follow anti-spam legislation and will manage subscribers within local laws. Mass notification functionality will only perform up to the levels noted in section 12. Service Levels. (g) Project kick off meeting must occur within the first 3 months following the Effective Date. Project timeline will be provided during Project Kick off meeting. A delay is defined as any instance where the Customer's inaction or delay in meeting agreed deadlines extends any project milestone timeline by more than 15 days beyond the planned schedule. For Customer caused delays, there will be a restart fee representing 30% of implementation fees. In the event that the project timeline is interrupted due to Customer delay, GHD will provide an adjusted project schedule following payment of the Restart Fee. Following payment of the Restart Fee, GHD will take commercially reasonable effort to realign resources, timelines, and priorities. GHD will make all reasonable efforts to adhere to the timeline and deliverables agreed upon during the kickoff meeting, provided that the Customer fulfills their obligations as stipulated in these Terms. GHD shall not be liable for any project delays or missed deadlines resulting from Client's failure to adhere to the agreed timeline, nor shall such delays constitute a breach of these Terms by Company.

9. Change Order. Customer may request a modification to the DSA by written request to GHD. The requested changes will become effective only when a change order which

describes the scope of the changes, the timing for the performance of any Services, and any fees resulting from the changes is executed by authorized representatives of both parties ("**Change Order**"). Upon execution, a Change Order will become part of this Agreement.

10. Customizations & Integrations are defined as the process of creating software applications, integrating third-party systems, Website custom theme design, implementing custom modifications to Products, or extending Products to meet a specific Customer's requirements. A one-time professional service fee for this work will be outlined in the DSA. A one-time professional service fee for this work will be outlined in the DSA. The annual fee includes licensing and hosting only, maintenance and upgrades will be billed on a time-and materials basis and quoted using commercially reasonable efforts. (i) GHD may provide services or Product customization ("**Deliverables**") as set forth in the DSA. (ii) If the DSA provides Deliverables for evaluation or test purposes (e.g., demo, test, or trial-versions), the Customer's use such version is limited to (a) internal evaluation or test purposes by Customer and, (b) the time period specified by GHD during implementation planning ("**User Acceptance Testing**" or "**UAT**"). UAT plans will include tests of all major functions, processes, and interfacing systems. Use of the Deliverables under this section may be subject to functional restrictions, and any use is at the Customer's own risk. GHD disclaims all liability arising from use of the Deliverables during UAT. (c) Unless otherwise specified, Customer shall inspect Deliverables and conduct an acceptance during the Acceptance Period defined by GHD ("**Acceptance Period**"). Customer shall review and inspect the Deliverables and shall either (i) Provide written acceptance, or (ii) Notify GHD of any non-conformities ("**Deficiencies**"). GHD will respond within thirty (30) business days and extend the Acceptance Period if necessary. Failure to provide notice of acceptance or rejection constitutes acceptance by Customer. Upon acceptance, GHD will issue an invoice will be issued for any annual or unpaid one-time implementation fees specified in the DSA. In the event the Customer finds the Deliverables do not conform to the DSA, within ninety (90) business days following acceptance, GHD will take commercially reasonable steps to remedy the Deliverables. Beyond this period, any further remediation will be billed on a time-and-material basis via a Change Order. Support requests can be submitted through your GHD contact or our Support team. Our Support team cannot provide support under our Product SLA for Customizations and Integrations, including but not limited to change of specifications, endpoints, security requirements, accessibility requirements, software deprecation, changes to third-party environments. GHD shall retain all IP and Intellectual Property Rights created by GHD under this Customization & Integration provision. Limitation of Use: i) Any UAT, test environments or assets will not be used for Productive Use. "**Productive Use**" means an environment used for Customer's business purposes rather than testing. All major upgrades, modifications, and new systems must be tested by the appropriate users prior to production deployment ("**Production**"). ii) For Function Triggers: up to 100,000 request per calendar month per application, not to exceed 200,000 requests across all applications per calendar month, iii) API (Application Programming Interface) Calls: up to 250,000 calls per calendar month per application, not to exceed 500,000 API calls across all applications per calendar month, iv) for Web Requests: up to 500,000 per calendar month per application, 1,000,000 web requests across all applications per calendar month, v) Application: Limited to 10 applications per customer. "**Application**" is defined as code required to execute to fulfill to deliver the solution, where a Customer may have multiple applications to provide the Deliverable. It's estimated that each customer will average 2 applications. "**Function Trigger**" is defined as application code that executes in GHD's environment to complete processing as part of an Application. "**API Calls**" are defined as requests made to an Application Programming Interface to retrieve data or initiate a Function Trigger to run. "**Web Request**" is defined as a request to retrieve a static resource including but not limited to JavaScript files, Cascading Style Sheets (CSS) files, images and documents. Rights in the Deliverables created by GHD under this Product Customization provision.

11. Equipment. GHD will not furnish equipment or materials necessary for the Product to Customer and its Authorized End Users, except as expressly provided in the DSA ("**Equipment**"). If Equipment is provided to Customer by GHD, all Equipment is the sole and exclusive property of GHD. Customer agrees to promptly deliver Equipment, at Customer's cost and risk of loss, to GHD at the end of the license term or earlier, as requested by GHD.

12. End User Terms. The Customer shall provide a set of terms and conditions applicable to all Authorized End Users and remain responsible for its contents (often referred to as an End User License Agreement or Terms of Service/Use, herein referenced as the "EULA"), which shall be incorporated by GHD into the Product. GHD is not liable for the contents of the Customer's EULA. However, Customer is required to include in the EULA provisions which limit risk to Customer and GHD, and which are located at: https://www.ghd.com/en/resources/trustcenter/End_User_Licensing_Agreement_Provisions_1_0.pdf and or available upon request (the "Mandatory Provisions"). Failure to include the Mandatory Provisions in the EULA, or mutually agreement provisions which meet the same intent, is deemed material breach of this Agreement. Customer agrees GHD is harmless for any liability arising under or in connection with the EULA, including but not limited to, failure to include the Mandatory Provisions.

13. Third Party Integrations Fees. Product may be used by Customer in conjunction with one or more third party services. Customer's use of third-party services in conjunction with the Product may be subject to separate fees and Third Party Terms. The functionality of third party integrations may be limited by the availability of data sources from third parties and access to data sources from the third party's vendors. In the event Customer requests third party services be integrated into the Product, the Services required will be addressed through a Change Order, which will be subject to a third party integration fee.

14. Default. Customer shall be in "Default" if (i) Customer or its Authorized End User breaches any of the terms of this Agreement. (ii) GHD has reasonable grounds to believe that Customer or an Authorized End User is in breach of this Agreement. or (iii) there is the institution by or against Customer of insolvency, receivership, bankruptcy proceedings or upon Customer ceasing to do business. If GHD reasonably believes Customer to be in Default, GHD shall provide Customer with notice of the nature of such Default. If the Default has not been cured by Customer within thirty (30) days of such notice, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation: (i) suspending or terminating Customer's license to access the Products without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Products; (iii) removing any Customer Data that Customer or its Authorized End User has submitted, posted, or displayed; (iv) imposing other restrictions on Customer's use of any features or functions of the Products as GHD may consider appropriate in its sole discretion; and (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract. GHD shall be in Default if (i) GHD breaches any of the terms of this Agreement, or (ii) insolvency, receivership, bankruptcy proceedings initiated by GHD or upon GHD ceasing to do business. If GHD is in Default, Customer shall provide GHD with notice of the nature of such Default. If a Default, other than a breach of the Warranty obligations in Section 16 of these Terms, has not been cured by GHD within thirty (30) days of such notice, Customer shall have the right to terminate Customer's license to access the Products without further liability for payment, provided all amounts due GHD prior to the Default have been paid. If a Default is a breach of the Warranty obligations in Section 16 of these Terms and such Default has not been cured by GHD within one hundred twenty days (120) days of such notice, Customer shall have the right to suspend payment due GHD until such Default is cured. If GHD is unable or unwilling to cure the Default, GHD shall be entitled to terminate this Agreement.

15. Termination and Suspension. The provision of the Products shall expire as set forth in the DSA. Unless explicitly permitted by this Agreement, Customer may not terminate this Agreement during the term of the license as set forth in the DSA without written authorization from GHD. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Product. No expiration, termination, or suspension will affect Customer's obligation to pay all fees due pursuant to the DSA. Customer shall have no right to a refund of any previously paid fees. Any suspension of access to the Products resulting from a Default shall not constitute a termination of the Agreement. Customer's access to the Products shall resume upon Customer no longer being in Default, and upon payment by Customer any costs directly related to the restoration of access to the Products. GHD shall have the right to terminate this agreement as set forth in other provisions of this Agreement.

16. Warranty. (a) GHD warrants the functionality of the Product as set forth in the SLA and that the Product will meet applicable accessibility laws in place during the term of this Agreement, except that GHD has no responsibility to monitor or correct any content provided, generated, or uploaded by Customer. (b) Customer understands that the Product, or some features thereof, may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, with reasonable notification to Customer. If, as a result of these changes, the Product is no longer supported by GHD, its vendors, or third parties, GHD shall have the right to terminate portions of, or the entire Agreement. (c) Customer acknowledges that use of the Products is at Customer's own risk, except as otherwise provided herein. GHD is not responsible for protection or privacy of information transferred through the Internet or any other network Customer may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Customer acknowledges that GHD has no control over and accepts no responsibility for Customer Data hosted by Customer. (D) EXCEPT AS EXPRESSLY SET OUT IN SECTION 16(a), THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE. GHD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT ANY DATA IS COMPLETE OR WHOLLY ACCURATE, OR THAT THE PRODUCTS WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION. (E) UPON CUSTOMER NOTIFYING GHD OF ANY ERRORS, BUGS, OR OTHER PROBLEMS IN THE PRODUCTS, GHD'S SOLE AND EXCLUSIVE RESPONSIBILITY WILL BE TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH PROBLEMS TO THE EXTENT COMMERCIALY FEASIBLE. (e) The Products may contain Third Party Content. Customer acknowledges and agrees that GHD is not responsible or liable for: (i) the availability or accuracy of such Third Party Content. Links to or use of Third Party Content does not imply any endorsement by GHD of the Third Party Content. Customer has the sole responsibility for and assumes all risk arising from Customer's use of any such Third Party Content. Customer further acknowledges that Customer's use of Third Party Content will be subject to the Third Party Terms applicable to such content.

17. Indemnification. (a) GHD agrees to indemnify and hold harmless Customer from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are caused by the gross negligence

or willful misconduct of GHD or based on a claim that the Products infringe on any patent, copyright, trademark, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Products by Customer or any third party not specifically authorized by GHD, (ii) any combination of the Products by Customer with other programs or data not furnished by GHD; or (iii) any use of the Products by Customer or its Authorized End Users that is prohibited by the EULA or is otherwise outside the permitted use for which the Products are intended. (b) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnities (defined below) shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any products or services not developed or provided by GHD. **Limitation of Liability.** (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY; THE GHD INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO GHD DURING THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR THE PRODUCTS PROVIDED BY GHD HEREUNDER. (b) EXCEPT AS EXPRESSLY SET OUT HEREIN, THE GHD INDEMNITEES SHALL NOT BE LIABLE TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH OR UNDER CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LIABILITY, EXPENSE, INJURY, CLAIM, PENALTY, FINE, INTEREST, OR CAUSE OF ACTION WHATSOEVER OR HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, OR FOR LOSS OF PROFIT OR REVENUES, BUSINESS INTERRUPTION, CONTRACT, GOODWILL, OR OTHER BUSINESS OR ECONOMIC LOSS, OR FOR LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, OR DAMAGE TO NETWORK, COMPUTER, SERVER, OR THE PRODUCTS.

18. Dispute Resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement provided hereunder. The matter may be submitted to the judicial system set forth in Section 20, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

19. Choice of Law. If Customer resides in the United States, the laws of the State of California shall govern this Agreement, without reference to conflicts of law rules or principle. If Customer reside in Canada the laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement. Both GHD and Customer specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Customer shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

20. Contracting Entity. The term GHD Digital used herein is a marketing name for the entities licensing the Product. For Customers located in the United States of America, the Product is licensed from GHD Services Inc, a Delaware corporation with offices at 2055 Niagara Falls Blvd., Niagara Falls, NY 14304, USA. For Customers located in the Canada, the Product is licensed from GHD Digital (Canada) Limited, formerly eSolutions Group Limited, an Ontario corporation with offices at 455 Phillip St., Waterloo, ON, N2L 3X2, CA.

21. Force Majeure. GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("**Force Majeure**"). Force Majeure may include, but is not limited to natural events, pandemic, labor, or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

22. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered by email to the respective Party's contact identified in the Agreement, or at such other address as may be changed by either Party by giving written notice thereof to the other. All notices to GHD pertaining to this Agreement shall be delivered to digital-legal@ghd.com.

23. Insurance. GHD agrees to carry throughout the Term of this Agreement insurance coverage appropriate to its Products and Services. GHD agree to name Customer as additional insured on its commercial general liability policy. The certificates of insurance, incorporated herein by reference, confirm GHD's policy details for its commercial general liability, technology professional liability, and cyber liability insurance in effect at the Effective Date. Upon Customer's request, GHD will provide certificates of insurance stating Customer as a certificate holder and additional insured.

24. Service Levels. The Product will meet or exceed the minimum service level standards set out in the Service Level Agreement ("**SLA**"), subject to change without notice, published at https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement_1_0.pdf and incorporated into this Agreement.

25. Piggyback Clause. This Agreement may be used by other institutions (such as state, province, local and/or public corporations or agencies) who express an interest in piggybacking on this contract in accordance with the terms and conditions of this Agreement at the pricing offered by GHD to Customer at the time of piggybacking. GHD agrees that Customer shall bear no responsibility or liability for any agreements between GHD and the other Institution(s) who desire to exercise this option.

26. General. (a) Third Party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. (b) Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. (c) Successors and Assignment. Customer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of GHD. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. (d) Severability and Survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations, indemnifications, or limitations of liability contained within this Agreement shall survive the termination of this Agreement. (e) Authority. Customer represents and warrants that the individual accepting this Agreement is doing so with full and complete authority to bind Customer on whose behalf they are acting to every term of this Agreement. Acceptance of this Agreement signifies that Customer has read and agrees with all terms and conditions referenced in this Agreement. (f) Entire Agreement. The DSA, these Terms, and any documents referenced in either document constitute the complete and final agreement between GHD and Customer regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the DSA or the Products. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.



Douglas County Website Redesign Project Statement of Work

Key Project Team Members

Role	Name	Responsibilities
Douglas County Project Lead	TBD	Deliverables and change approvals
GHD Implementation Specialist	TBD	Day-to-day oversight of project delivery tasks
GHD Digital Implementation Team Lead Manager	Emilie Lew	Project oversight and escalation

Deliverable Scope - Implementation

Deliverable	Scope Description	GHD Responsibility	County Responsibility
Project Meetings	<ul style="list-style-type: none"> Ongoing project status meetings including Kickoff and Closeout. 	<ul style="list-style-type: none"> GHD IMS to lead meetings and provide meeting agenda and notes. 	<ul style="list-style-type: none"> County Project Team to attend and provide updates on assigned tasks.
Stakeholder Interviews	<ul style="list-style-type: none"> Our team will work with the County to identify key internal and external stakeholders. Once identified, we will conduct virtual interviews with relevant sub-groups and provide a summary report of our findings. 	<ul style="list-style-type: none"> Interview facilitation. Identifying and creating key questions and overall direction. 	<ul style="list-style-type: none"> Coordination of internal staff. Participation in focus groups /interviews.
Sitemap and Navigation	<ul style="list-style-type: none"> GHD Information Architect to create first draft sitemap based on a review of Analytics, existing website, and best practices in navigation and user experience. Includes one presentation to staff and up to 3 rounds of revisions. 	<ul style="list-style-type: none"> Review existing site, Google Analytics to create draft sitemap. Present draft to County team for feedback. Deliver final sitemap based on feedback and Treejack testing. 	<ul style="list-style-type: none"> Provide Google Analytics data. Provide feedback on sitemap draft and final sitemap. Final sitemap approval.
Treejack Engagement Testing	<ul style="list-style-type: none"> Public Engagement in website navigation design via Treejack. One (1) 30-minute presentation of findings and updated draft sitemap based on findings. Testing completed online using the Treejack platform. 	<ul style="list-style-type: none"> Create tasks for testing. Sitemap set-up in Treejack. Present finding to County team. Incorporate updates into final sitemap. 	<ul style="list-style-type: none"> Promote Treejack on Social media and other channels. Review findings with GHD team.
Custom Site Design	<ul style="list-style-type: none"> Design consultation and kick-off meeting: one (1) hour. GHD to provide draft design concepts: three (3) 	<ul style="list-style-type: none"> Present initial design during project meetings. 	<ul style="list-style-type: none"> Review with GHD team during project meetings.

→ The Power of Commitment

Deliverable	Scope Description	GHD Responsibility	County Responsibility
	<p>homepage template designs and one (1) interior page template, site header/footer, main navigation drop-down.</p> <ul style="list-style-type: none"> • Design presentation meeting: one (1) hour. • Up to five (5) rounds of revisions to design concepts. Revisions limited to one of the initial homepage design options. • Development, deployment, and testing of custom templates in Govstack CMS. • One (1) round of adjustments to completed prototype. <p>*Mobile concepts are not included. The CMS platform will be fully responsive, so mobile concepts are not required.</p>	<ul style="list-style-type: none"> • Facilitate updates based on County feedback. • Present updated concepts based on feedback. • Provide final designs to be implemented into Govstack Platform. 	<ul style="list-style-type: none"> • Provide timely feedback based on project timelines. • Final design approval.
<p>Landing Page Designs x 4</p>	<ul style="list-style-type: none"> • Setup & design of four reusable landing pages within an existing Govstack website domain. • Landing pages can be saved as Content Templates so they can be easily re-used to create additional pages. 	<ul style="list-style-type: none"> • Provide 3 unique layouts based on County requirements. • Update layouts based on County feedback. • Provide final layouts as templates to be available to the County in Govstack. 	<ul style="list-style-type: none"> • Provide guidance on requirements/needs for each landing page. • Review landing page layouts during project meetings. • Provide feedback and approval on layouts.
<p>Writing for the Web Training</p>	<ul style="list-style-type: none"> • 3 hours via video recording. • GHD to provide sample Writing Style Guide. 	<ul style="list-style-type: none"> • Provide access to training videos. • Address any follow up-questions. 	<ul style="list-style-type: none"> • Content to be completed by content writers.
<p>Content Migration</p>	<p>We will migrate up to 1200 pages of content from your current website as-is to your new Govstack CMS.</p> <p>View a full description of what is included with your content migration, and any exclusions here:</p> <p>https://www.govstack.com/learning-centre/onboarding/content-migration/</p>	<p>Content migration includes:</p> <ul style="list-style-type: none"> • Migration of the set number of pages. • All pages must appear in the sitemap/navigation of the current live site. • All images that appear in page content. • All documents that appear in page content. • Embedded videos. 	<ul style="list-style-type: none"> • Content Mapping from current to new sitemap (add in full combined pages, not parts of pages). • Page review and any additional content clean-up. • Page updates based on new Govstack functionality.

Deliverable	Scope Description	GHD Responsibility	County Responsibility
		<ul style="list-style-type: none"> • Relinking between pages, documents and images. • Any links with a "mailto:" email address. 	
Form Creation	<p>GHD will recreate up to 63 of the County's existing forms including any conditional logic on Govstack Forms functionality.</p> <p>*Migration of existing form data is not include in scope.</p>	<ul style="list-style-type: none"> • Review and inventory existing forms to confirm required fields. • Rebuild forms in the new CMS/Form Builder, matching functionality. • Configure notifications, and routing. • Test and validate each form to confirm successful submissions prior to launch. 	<ul style="list-style-type: none"> • Provide complete list of forms to be created. • Outline any specific workflows or conditions that function with each form. • Implement any additional functionality.
Training	<p>Our comprehensive online training program ensures your team gains full proficiency in the Govstack Platform suite.</p> <p>Training will be provided live, via MS Teams.</p>	<p>The program includes:</p> <ul style="list-style-type: none"> • Live training, via Teams. • Consultation to determine best agenda based on personnel. • Complete coverage of all Govstack Platform products. • Flexible learning approach: • Regular refresher webinars • Drop in "Office Hours" for Q&A with our trainer leading up to go live • Full access to online learning resources: • Product documentation • Tutorial videos • Best practices guides • Implementation resources 	<ul style="list-style-type: none"> • Attend training sessions. • Attend office hours if needed.
Govstack Platform Implementation	<p>Implementation of the following Govstack Products:</p> <ul style="list-style-type: none"> • Govstack CMS <ul style="list-style-type: none"> ○ Design Node ○ Secure Pages 	<ul style="list-style-type: none"> • Platform implementation. • Q/A. • Validation. • Custom design integration. 	N/A

Deliverable	Scope Description	GHD Responsibility	County Responsibility
	<ul style="list-style-type: none"> Govstack Forms Govstack Events 	<ul style="list-style-type: none"> Standard template set-up. Set-up of all modules. 	
Website Launch	GHD to guide the County through the go-live process. Process starts early in the project to ensure the transition to the new site is seamless.	<ul style="list-style-type: none"> Creation and review of GoLive Plan. Coordination of required DNS entries with whoever has DNS control. GHD Systems team members on-deck to address any issues. Post-launch verification and testing. 	<ul style="list-style-type: none"> Provide IT contacts for ongoing communication. Make DNS updates as required.
Post Launch Review and Closeout	<p>GHD to meet with the County to:</p> <ul style="list-style-type: none"> Review any outstanding items and confirm resolution plans or transition to support. Conduct a project debrief, capturing feedback, lessons learned, and overall performance. Review post-launch support and next steps, including ongoing support, account management, and touch-point cadence. 	<ul style="list-style-type: none"> Closeout meeting and review of outstanding items Review and provide feedback form 	<ul style="list-style-type: none"> Attend close out meeting and complete project feedback form

Custom Development and Integrations

Item	Description
Assessor Property Search	<p>Our proposed solution consists of two main components:</p> <ul style="list-style-type: none"> Developing a custom frontend to replicate the property search functionality currently available on the Douglas County Assessor website. Building a lookup API that delivers property search summaries and results, integrated with the custom frontend. Access to property search data from Douglas County, preferably in API format, will be necessary for this integration.
Election Data FTP/API	<p>GHD will develop a custom automated process to securely authenticate with a County-provided election data API endpoint and retrieve election-related data. The retrieved data will be programmatically uploaded to a designated folder within Govstack Media.</p> <p>Authorized Douglas County staff will be able to access the uploaded file(s) and manually extract or utilize the information as needed. This scope includes configuration, testing, and deployment of the automated process.</p>
GIS Maps	Ability to embed GIS into a content page
PowerBI	Ability to embed PowerBI into a content page

Deliverable Scope – Ongoing Services

Deliverable	Scope Description	GHD Responsibility	County Responsibility
IdP/AD Integration	Integration of the County’s existing OpenID Identity Provider (IdP) or Active Directory (AD) with the Govstack Platform for user authentication purposes.	<ul style="list-style-type: none"> IdP Integration 	Provide GHD Systems team with IdP technical information
UserWay Accessibility Widget	Integration of UserWay Accessibility Widget into site	<ul style="list-style-type: none"> UserWay account set-up Insert UserWay Widget embed code into site. 	N/A
Cludo Search Tool	Integration of Cludo Search and Cludo AI Chatbot into Govstack site	<ul style="list-style-type: none"> Cludo account set-up. Insert Cludo search and chatbot code into site. Initiate full index of site for both tools. 	<ul style="list-style-type: none"> Access Cludo back end for review of analytics. Complete any desired customizations.
Hosting and Maintenance	The solution is hosted on Microsoft Azure's cloud infrastructure, with primary and backup servers located locally.	<ul style="list-style-type: none"> Set-up of Govstack Platform in Azure environment Ongoing back-ups and platform security 	N/A
Premium Support	<ul style="list-style-type: none"> Access to Knowledge Base online and ticket portal: https://support.govstack.com/ 24/7 Emergency Phone Support for Priority 1 Incidents after hours Total of 30 members of your team authorized to contact Customer Support and log tickets Phone Support - Speak live to support agent during regular business hours Mon-Fri 8am-8pm EST Priority Incident Escalation - Receive priority escalation for Priority 1 and 2 incidents and service requests Priority Ticket Resolution – Placed in priority queue for faster response and resolution times Dedicated Account Manager Quarterly Business Reviews Annual Platform Health Checks, Security Assessments & Reporting 		

Deliverable	Scope Description	GHD Responsibility	County Responsibility
	<ul style="list-style-type: none"> • Access to monthly group office hours • Invitations to User Groups, Roadmap preview, Beta testing and new feature early adoption • Post-Incident Root Cause Analysis Reports 		
Virtual Webmaster Services	See Appendix A for full description and responsibilities.		

Exclusions

- Content writing
- Advertising of Treejack testing survey

Communication

- GHD will provide ongoing project updates via email to the County
- All approvals will be provided in writing, via email, by the County to GHD
- GHD Digital will lead Project Check-In meetings as defined in the project schedule, prepare all meeting agendas, and will document notes throughout each meeting to provide to the County following all meetings

Expectations

- The County will have a dedicated Project Manager for the project
- GHD will clearly and regularly communicate task due dates, priority, and project schedule impacts for delayed tasks

Risks

- New requirements identified after project kickoff, impacting schedule and budget
- Dates for approval on critical path milestones are missed, impacting the project schedule
- Content writing dates are a high-probability risk, and will delay the project schedule
- Loss of project resource, either County or GHD
- Key representatives are not available during scheduled session times
- Reliance on third party vendors
- Third party software solutions have limitations that impact our ability to integrate, or have delayed schedules that impact our timeline

Appendix A – Virtual Webmaster Services Details

Included Services

Website maintenance under Govstack includes minor content and configuration updates using existing Govstack CMS tools, templates, and approved branding configurations. These services are intended to support day-to-day operational needs and do not include structural, design, or development changes.

Package Terms

- Includes up to 40 hours per calendar year
- Annual cost: \$10,000.00
- Additional hours at \$250.00/hr.

Service Level Agreement (SLA)

- Response time: Within 1 business day of submission
- Completion timelines: Scope-dependent and confirmed upon review of each request
- Urgent or expedited requests: May be subject to additional fees

Approvals & Authorized Contacts

- The Client to provide timely review and written approval once each request is completed in accordance with the approved scope.
- A maximum of five 5 client contacts may submit website change requests.

Request Management

- All requests to be submitted through an approved channel (e.g., ticketing system or designated email).
- Requests to include complete, approved content, assets, and internal sign-off at the time of submission.
- Incomplete requests may be deferred until all required information is received.

Included Update Types

Content & Page Updates

- Creation of new interior page and landing page templates using standard Govstack components (no customization)
- Adding or removing basic pages using existing Govstack page templates
- Creation of new News and/or Events categories

Navigation & Site Structure

- Updating menu labels and links
- Adding or removing menu items for existing pages
- Creating basic redirects
- Reordering navigation items within the existing site structure

Forms & Modules (Using Standard Govstack Tools)

- Updating form fields, labels, and submission recipients
- Creating forms using standard Govstack form modules
- Updating confirmation messages and email notifications

Media & Document Management

- Uploading and replacing PDFs and documents
- Optimizing images to meet Govstack standards

Minor Design & Configuration Adjustments

- Styling updates within approved branding guidelines
- Button label and link text changes
- Simple layout adjustments within existing Govstack templates
- Configuration updates within existing design nodes (where applicable)

CMS Administration & Housekeeping

- Creating new user groups
- Assigning and managing user group permissions

Customer Responsibilities

The following activities are the responsibility of the Client and are not included in the maintenance package:

- Publishing and unpublishing content
- Providing content for requested updates
- Writing and publishing News posts and alerts
- Fixing broken links
- Provide metadata (page titles and descriptions)
- Minor accessibility updates (alt text, headings, link labels)
- Basic CMS configuration changes that do not impact global templates

Out of Scope (Requires Separate Quoting)

The following are not included and will require separate scoping and written approval:

- Rebranding or major visual changes
- Custom development or new Govstack modules
- Third-party system integrations
- Content migrations or bulk updates
- Accessibility audits or remediation projects (sold as a separate service)
- SEO strategy or content creation
- Changes impacting global templates, shared components, or multi-site configurations
- Additional hours beyond the annual allocation will be scoped and billed per the change order process.

After-Hours Support

After-hours requests for the above services are not included. Standard support processes continue to apply for general platform or system issues.

Cost Summary Overview

GHD is pleased to provide our financial proposal for the implementation and annual fees for the **Douglas County** RFI for Website Redesign Services. The succeeding tables outline the breakdown of initial and ongoing costs.

Description	One-Time Fee	Annual Costs
Govstack Premium Website CMS and Implementation	\$64,673.00	N/A
Govstack Premium Enterprise Hosting and Licensing	N/A	\$13,514.00
Stakeholder Interviews	\$8,000.00	N/A
Navigation Full Sitemap Process	\$4,515.00	N/A
Treejack Engagement Testing	\$4,988.00	N/A
Custom Design	\$29,689.00	N/A
Landing Page Design x 4	Included	N/A
Design Node	Included	N/A
Secure Pages	Included	N/A
Content Migration - up to 1200 Pages	Included	N/A
Forms Creation - recreate 63 forms	\$12,600.00	N/A
Training - Instructor Led Virtual	\$3,420.00	N/A
IdP/AD Integration	\$1,450.00	\$1,430.00
UserWay Accessibility Widget	N/A	\$490.00
Cludo Search and AI Chatbot	N/A	\$6,995.00
Ongoing Premium Support	N/A	\$5,500.00
Virtual Webmaster Services	N/A	\$10,000.00
Total Investment	\$129,335.00	\$37,929.00

*Excludes applicable taxes, annual fees subject to CPI increases

The Govstack Standard package provides a comprehensive solution for your website needs. The total first-year investment of **\$167,264.00** includes all implementation, hosting, and maintenance costs outlined in this document.

Custom Development

Item	Description	One Time Fee*	Annual Cost
Assessor Property Search	<p>Our proposed solution consists of two main components:</p> <ul style="list-style-type: none"> Developing a custom frontend to replicate the property search functionality currently available on the Douglas County Assessor website. Building a lookup API that delivers property search summaries and results, integrated with the custom frontend. Access to property search data from Douglas County, preferably in API format, will be necessary for this integration. 	<p>Time and Materials</p> <p>Initial Estimate - \$13,000.00</p>	N/A
Elections Data FTP/API	<p>GHD will develop a custom automated process to securely authenticate with a County-provided election data API endpoint and retrieve election-related data. The retrieved data will be programmatically uploaded to a designated folder within Govstack Media.</p> <p>Authorized Douglas County staff will be able to access the uploaded file(s) and manually extract or utilize the information as needed. This scope includes configuration, testing, and deployment of the automated process.</p>	<p>Time and Materials</p> <p>Initial Estimate - \$7,000.00</p>	N/A

*GHD will complete this work on a **time and materials basis**, and when the County is ready to proceed, we will work together to confirm the detailed scope and refine the potential costs.