

 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 5*a										
	Title:	Recommendation to approve a Resolution Authorizing the Approval of a One-year Agreement with Four Kitchens, LLC in the Amount of \$39,000.											
Presenter:	Larry Gunderson, Director of Information Systems												
Meeting: Government Operations Committee		Date: October 2, 2023											
Proposed Cost: \$39,000		Budgeted Amount: \$45,990	Not Budgeted: <input type="checkbox"/>										
TIF District: None													
<p>Executive Summary (if not budgeted, please explain):</p> <p>The City maintains several websites as part of its mission to provide services to the community. These websites convey important information to the public, deliver online services to residents and enable collaboration among City staff. There are three core websites that the City maintains: the main City website (www.stcharlesil.gov), the City codebook, and an intranet site. To meet the City’s needs for website technical support, beginning in November 2019 the Information Systems Department contracted with a services provider, Four Kitchens (previously known as Advomatic).</p> <p>The City expects the City’s main website and the codebook site to be migrated to new platforms prior to the completion of the full term of this agreement. The agreement includes the ability to terminate the agreement upon a 60-day notice to Four Kitchens. Unused months of support will not be billed.</p> <p>The proposed scope of Four Kitchens’ services includes maintaining security updates to City website software, technical support to IS Department staff, and support for staff who maintain content on the City’s websites. The proposed one-year agreement with Four Kitchens, at the same cost as the previous agreement, covers November 2023 through October 2024.</p>													
<table border="1"> <thead> <tr> <th>Support</th> <th>Cost</th> </tr> </thead> <tbody> <tr> <td>stcharlesil.gov</td> <td>\$34,200</td> </tr> <tr> <td>Codebook</td> <td>\$2,400</td> </tr> <tr> <td>iNet</td> <td>\$2,400</td> </tr> <tr> <td style="text-align: right;">Total:</td> <td>\$39,000</td> </tr> </tbody> </table>				Support	Cost	stcharlesil.gov	\$34,200	Codebook	\$2,400	iNet	\$2,400	Total:	\$39,000
Support	Cost												
stcharlesil.gov	\$34,200												
Codebook	\$2,400												
iNet	\$2,400												
Total:	\$39,000												
<p>Attachments (please list):</p> <p>Statement of Work-Continuous Care Submission, Resolution</p>													
<p>Recommendation/Suggested Action (briefly explain):</p> <p>Approve a one-year agreement for website support services to Four Kitchens, LLC for a not-to-exceed cost of \$39,000.</p>													

**City of St. Charles, Illinois
Resolution No.**

**Resolution Authorizing the Approval of a One-year Agreement with Four
Kitchens, LLC in the Amount of \$39,000**

**Presented & Passed by the
City Council on**

WHEREAS, since 2019, Four Kitchens, LLC, and its predecessor, Advomatic, have provided website technical support to the City;

WHEREAS, since 2019, Four Kitchens, LLC has acquired a thorough understanding of the architecture and content of the City's three main websites;

WHEREAS, Four Kitchens, LLC has submitted pricing for monthly technical support for the period of one year, November 1, 2023 to October 31, 2024;

THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of St. Charles, Kane and DuPage Counties, Illinois, that the renewal of an Agreement with Four Kitchens, LLC be approved in the submitted amount.

PRESENTED to the City Council of the City of St. Charles, Illinois, this ____ day of ____, 2023

PASSED by the City Council of the City of St. Charles, Illinois, this ____ day of ____, 2023

APPROVED by the Mayor of the City of St. Charles, Illinois, this ____ day of ____, 2023

ATTEST:

Lora Vitek, Mayor

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Resolution No. _____

Page 2

Abstain:

Exhibit

Statement of Work 3

Continuous Care Subscription

This Statement of Work 3 (“SOW”), effective November 1, 2023 (“*Effective Date*”), is attached to and made part of the Professional Services Agreement (“*Agreement*”), effective November 1, 2021, by and between Four Kitchens, LLC (“*Four Kitchens*,” “we,” “us,” “our”), and City Of St. Charles, IL (“*City of St. Charles*,” “you,” “your”). Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Agreement. The terms in this SOW shall be in addition to and supplemental to all terms and conditions set forth in the Agreement. If there is any conflict or inconsistency between this SOW in the Agreement, the terms of this SOW shall be controlling.

1. Your Continuous Care Subscription. We will provide support, maintenance, improvements, and consulting on a monthly subscription basis for www.stcharlesil.gov, <http://codebook.stcharlesil.gov>, inet.stcharlesil.gov. We will perform work as directed by you. This is not an agreement to provide short-notice or emergency services to resolve system crashes or catastrophic events.

Your Continuous Care subscription begins November 1, 2023, and ends October 31, 2024.. The total cost is \$39,000, which includes:

- Continuous Care Improve 10 tier: \$2,850/month for 12 months (discounted \$145/month)

You requested that Four Kitchens support these additional sites:

- Two additional websites: \$200/month each for 12 months
 - City Municipal Code: <http://codebook.stcharlesil.gov> - additional \$200 per month
 - City Intranet: inet.stcharlesil.gov - additional \$200 per month

2. Continuous Care Tiers and Fees. All Continuous Care tiers include:

- Core CMS and module/plugin security updates. Our fees include up to five hours of core CMS and module/plugin security updates per month. If that cap is exceeded, we will apply Standard support hours and notify you in advance.
- Standard support hours (amount determined by tier).
- Option for additional and urgent support hours.
- Dedicated Project Manager.
- Site monitoring alerts.
- Team meetings (frequency determined by tier).
- Technical Audit and recommendations (one per year).
- Documentation repository.

Tier	Standard Hours	Monthly Fee	Includes
Improve	10	\$2,995 \$2,850	Everything listed above plus: 10, 15, or 20 Standard Hours; and quarterly team meetings
	15	\$3,995	
	20	\$4,995	
Advance	25	\$6,995	Everything listed above plus: 25, 30, or 35 Standard Hours; dedicated Technical Strategist; monthly team meetings; and one Website Strategy Review and Plan per year
	30	\$7,995	
	35	\$8,995	
Innovate	40	\$10,995	Everything listed above plus: 40, 45, or 50 Standard Hours; dedicated Technical Strategist; biweekly team meetings; one Website Strategy Review and Plan per year; and one Add-On Service per year
	45	\$11,995	
	50	\$12,995	

3. Types of Hours. Continuous Care includes three types of support hours:

- **Standard Hours (included).** Standard hours are hours available to you every month through the tier you select. Standard hours do not roll over from month to month if unused. All tasks, communication, and administrative time will be deducted from your standard hours each month. If the time necessary to complete a ticket exceeds your available standard hours, you can choose to put the work on hold until the next month or use additional hours. We will periodically communicate how many standard hours remain for the month.
- **Additional Hours (\$250/hour).** If you have used your standard hours for the month and would like to continue working (rather than pause the work until next month), you can request additional hours in writing on the ticket you want them applied to. We cannot guarantee the availability of additional hours but will do our best to provide them if we have the capacity to do so.
- **Urgent Hours (\$300/hour).** Urgent hours apply to requests that cannot wait and must be (1) prioritized immediately during business hours or (2) performed after business hours or on holidays. We cannot guarantee the availability of urgent hours but will do our best to provide them if we have the capacity to do so.

4. How We Will Work Together.

While we are supporting your website, we will:

- Monitor and update tickets and communicate our progress
- Work within the parameters set in this SOW as efficiently as possible
- Make recommendations for refinements to your site that improve its functionality and/or align with your strategic goals and implement these refinements with your up-front approval
- Apply critical security updates within 1 business day of their public release
- Apply non-critical updates within 10 business days of their public release
- We'll work with you to place any non-critical tickets into the backlog queue as far in advance as we can and adjust the priority as needed based on importance.

While we are supporting your website, you agree to:

- Submit all support requests through our online ticketing system so that all information and subsequent communication are captured in a single location
- Respond promptly to requests for information and/or necessary assets related to the service ticket so that work can continue uninterrupted
- Indicate via our ticketing system if work should stop or if the scope of the task should change
- Approve completed work for deployment in a timely manner

5. Out of Scope. The following work is out of scope: requests for new designs, sections, or templates; projects with a deadline; and projects that are not sufficiently defined and require the creation of a detailed roadmap. This work may be performed as an add-on request for an additional fee or as a separate project. A project manager will contact you to discuss how to fulfill your request most efficiently.

Additionally, we will have no obligations with regard to the following services:

- Creating, editing, managing, or licensing content or media (e.g., images and videos).
- Hosting your website(s) or system(s).

6. Tier Changes. If you need to change your available standard hours or monthly fee, you can move to a different tier with 30 days' advance notice. You will be eligible for a Website Strategy Review and/or Add-On Service included in higher tiers after 12 total months of cumulative service at that tier.

7. Additional Websites. Continuous Care includes support for one website. Additional websites can be added to your subscription for a monthly fee, which we will determine after reviewing the sites. If you approve the fee, we will amend this SOW to include the additional websites and increase your monthly fee accordingly.

8. Business Hours. Our business hours are 10am–6pm Eastern Time, Monday–Friday. We do not guarantee service outside of business hours or on holidays. Below is a list of holidays when we are closed. Team members outside of the United States may observe other local holidays.

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Juneteenth

- Labor Day
- Indigenous Peoples' Day
- Web Chef Retreat (1 week in Winter 2024)
- Veterans Day
- Thanksgiving Break (Thanksgiving and the day after)
- Winter Break (typically December 24–31)

9. Invoicing and Payment.

- We will invoice you on the first of the month before the month in which services will occur. For example, we will invoice you on September 1 for October's subscription, and payment will be due September 30.
- Additional and Urgent Hours, if any, will be billed on a time-and-materials basis every month in arrears.
- Setup and service will begin after payment is received. We reserve the right to prorate or adjust hours at our discretion if payment is late.
- On request, we will provide you with a report of how your hours were used the previous month.

10. Renewal and Cancellation.

- To accommodate inflation and rising costs, we will increase our fees and rates 5% annually based on the Effective Date of this SOW. These new rates will apply to renewals of this SOW and future SOWs.
- Either party may cancel this subscription at any time in writing with 60 days' advance notice.



Four Kitchens, LLC:

By	
Name	Si Robins
Title	Director of Business Development
Address	9450 SW Gemini Dr PMB 85198 Beaverton, OR 97008-7105

City Of St. Charles, IL:

By	
Name	
Title	
Address	