



ARLINGTON GREEN COVERED BRIDGE, ON THE BATTENKILL

WEBSITE DEVELOPMENT & HOSTING SERVICES

Website Services Agreement

between the Town of Arlington, Vermont, and Stoa Works LLC. The terms follow the Town's RFP as written, carry the price, schedule, and warranties from Stoa's proposal, and add a few protections for the Town. Every line is open to the Board's revision.

WHAT THE BUILD COSTS \$12,000 Fixed and itemized by phase. No expenses, license fees, or pass-throughs.	WHAT HOSTING AND CARE COST \$4,200 / yr \$1,200 managed hosting and \$3,000 support. Fixed for all three years, with no lock-in.	HOW LONG IT RUNS One year Plus two optional one-year extensions by mutual agreement, subject to appropriations.
WHEN IT LAUNCHES Six weeks From Notice to Proceed. If launch slips more than two weeks on Stoa's account, the first year of managed hosting (\$1,200) is free.	WHO OWNS IT The Town Content, data, credentials, and domain at all times; the code and design on final payment. Everything transfers within 30 days of any termination.	HOW ACCESSIBLE IT IS WCAG 2.1 AA Warranted at launch and remediated through the term. Built and tested to WCAG 2.2 AA.

Website Development and Hosting Services Agreement

Town of Arlington, Vermont · municipal website design, development, hosting, and support

CONTRACTOR

Stoa Works LLC (“Stoa”)

A California limited liability company
126 South 1st Street, Campbell, CA 95008
stephen@stoa.works · 408.340.3562
EIN 42-1887944

CLIENT

Town of Arlington, Vermont (“the Town”)

A Vermont municipality
3828 VT Route 7A, Arlington, VT 05250
Katie Dixon, Town Administrator
katie.dixon@arlingtonvermont.org · (802) 379-9916

The Town issued a Request for Proposals for Website Development and Hosting Services on June 16, 2026 (the “RFP”). Stoa submitted a proposal on June 29, 2026 (the “Proposal”), together with a working prototype of the proposed website at stoa.works/arlington-vt. Following the Select Board’s review and award, the Town and Stoa agree as follows.

1. ***Services***

Stoa will design, build, launch, host, and support a new municipal website for the Town as described in **Exhibit A (Statement of Work)**, which covers the full Scope of Work in the RFP. The RFP and the Proposal are incorporated by reference. If these documents conflict, this Agreement (including its exhibits) controls, then the RFP, then the Proposal.

2. ***Term***

This Agreement takes effect on the date of the last signature below and runs for an initial term of one year. The Town may extend it for up to two additional one-year terms by mutual written agreement, contingent upon satisfactory performance and available appropriations. The fees in Exhibit B stay fixed through any extension year.

3. ***Schedule***

The build follows the six-week schedule in **Exhibit B**, from the Town’s Notice to Proceed to public launch. Calendar dates for each milestone are fixed at Notice to Proceed and confirmed by email. Interior dates may be adjusted by mutual agreement (email is sufficient) so long as the launch date holds. If Town content or approvals are materially delayed, the parties will adjust the schedule together, protecting the launch date wherever practical. Stoa stands behind this schedule. If public launch slips more than two weeks past the launch date fixed at Notice to Proceed, the Town’s first year of managed hosting (\$1,200) is free. The guarantee does not cover a delay caused by Town content, approvals, or access, or a change the Town requests.

4. ***Fees***

The one-time website development fee is **\$12,000, fixed**, itemized in Exhibit B and inclusive of every service in Exhibit A and all of Stoa’s costs. Ongoing services are **\$1,200 per year for managed hosting** and **\$3,000 per year for the support and maintenance care plan**. Enhancement work beyond the care plan is billed at **\$110 per hour**, only when the Town requests it in writing. There are no other fees, expenses, software license charges, or pass-throughs. WordPress is open source; the only third-party cost is the Town’s chosen payment processor’s standard per-transaction rate, paid to that processor. Amounts invoiced under this Agreement will not exceed the amounts in Exhibit B unless the parties first agree otherwise in a written change order.

5. *Invoicing and Payment*

Stoa invoices the development fee in three installments of \$4,000, each on a delivery event in Exhibit B: execution of this Agreement, delivery of the beta website for Town review, and public launch. Hosting and the care plan are invoiced annually in advance, beginning at launch. Invoices are itemized and payable within 30 days of receipt. No retainage is withheld. Stoa provides a W-9 at execution.

6. *Reviews, Acceptance, and Corrections*

The Town follows progress through a weekly check-in and the milestone reviews in Exhibit B, and may request revisions to any deliverable that does not meet the requirements of the RFP. The Town designates a project lead with authority to review deliverables (initially the Town Administrator). If the Town identifies a deliverable as deficient against the RFP's requirements, the Town may withhold payment for the affected services until Stoa corrects the deficiency. Stoa corrects identified deficiencies promptly and at no additional charge.

7. *Ownership*

All website content, domain names, login credentials, databases, and data are and remain the sole property of the Town at all times. Upon final payment of the development fee, all website files, source code, theme, design and branding assets, documentation, and associated intellectual property rights created for this project vest fully in the Town. Upon any termination or expiration of this Agreement, Stoa transfers all such assets, credentials, and a complete export of the website to the Town or its designee within 30 days, in standard editable form, and assists with an orderly transition at no charge, including moving the site to a host of the Town's choosing. There is no lock-in. Open-source components, including WordPress itself, remain under their existing licenses, and Stoa retains the right to reuse generic tools, know-how, and techniques that do not embody the Town's content or branding. The Town's content is the Town's property at all times.

8. *Accessibility Warranty*

Stoa warrants that the delivered website, and all content, features, and third-party integrations delivered under this Agreement, will conform to WCAG 2.1 Level AA at launch, as required by the U.S. Department of Justice's final rule under Title II of the ADA (Arlington's compliance deadline under that rule is April 26, 2027). Stoa builds and tests to WCAG 2.2 Level AA as a best practice. Stoa remediates any non-conformance identified during the contract term within a mutually agreed timeframe, at no additional charge. Stoa is responsible for the accessibility of the third-party components it selects and delivers. For an integration the Town directs Stoa to add, Stoa remains responsible for the accessibility of its own implementation, and the parties will confirm the product's accessibility in writing before it is added; the Town accepts any inherent limitation of a product it selects over Stoa's written recommendation.

9. *Hosting, Security, and Support*

Stoa provides secure managed hosting, ongoing technical support, and maintenance for the duration of this Agreement under the specifications and service levels in **Exhibit C**, including HTTPS at all times, uptime of at least 99.9% per month excluding scheduled maintenance windows announced in advance, daily backups with a documented recovery process, and hosting in United States data centers. Stoa delivers a written security plan at kickoff addressing the confidentiality, integrity, and availability of the website and its data, including incident response, and discloses the hosting provider and data-center locations there and whenever they change. Stoa reports any cybersecurity vulnerability or incident affecting the website to the Town within 24 hours of discovery and coordinates remediation with the Town.

10. Training

Stoa trains at least three Town staff or volunteer administrators in the website platform, CMS, and all administrative functions through live remote sessions, and provides written training materials and documentation the Town retains for future staff onboarding. On-site training or launch support is available at travel cost if the Town wants it; remote delivery is included in the fixed fee.

11. Town Responsibilities

The Town designates a project lead and a content contact for each department, selects its payment processor, provides DNS and registrar access at cutover, and reviews content-migration batches on a timely basis. The Town's existing website remains available to Stoa for migration throughout the build.

12. Insurance

Stoa maintains, throughout the contract term: Commercial General Liability coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate; Professional Liability (errors and omissions) coverage of \$1,000,000 per occurrence; and workers' compensation coverage as required by Vermont law. The Town is named as an additional insured on all applicable policies, and a certificate of insurance is provided at execution.

13. Relationship, Records, and Privacy

Stoa is an independent contractor, not an employee or agent of the Town. Each party protects the other's non-public information with reasonable care and uses it only for this project, subject to the Town's duties under the Vermont Public Records Act. Website analytics are configured to respect resident privacy, and Stoa does not sell or share resident data.

14. Termination and Appropriations

The Town may terminate this Agreement at any time upon written notice. Either party may terminate for a material breach that remains uncured ten business days after written notice. If funds are not appropriated for an extension year or for ongoing services, the Town may terminate without penalty upon written notice. Upon any termination, the Town pays for installments already invoiced and a pro-rated amount for work performed toward the next delivery event; any prepaid, unused hosting or care-plan period is refunded to the Town pro rata; and Stoa completes the transfer described in Section 7.

15. Warranties and Liability

Stoa warrants that the services will be performed in a professional and workmanlike manner and that, as delivered and excluding Town-provided content, the deliverables will not infringe third-party U.S. intellectual property rights; Stoa will resolve any such claim at its expense. Neither party is liable to the other for indirect, incidental, or consequential damages. Except for the ownership, accessibility, and infringement obligations above, each party's total liability under this Agreement is limited to the amounts paid or payable under it.

16. General

This Agreement may be amended only by a written change order signed by both parties. Notices may be given by email to the addresses on the signature page and are effective on receipt. Neither party may assign this Agreement without the other's written consent. Neither party is responsible for delay caused by events beyond its reasonable control, provided the affected party promptly notifies the other and resumes performance as soon as practicable. If any provision is found unenforceable, the remainder stays in effect. This Agreement, with its exhibits and the documents it incorporates, is the parties' entire agreement for this project. It may be signed in counterparts, including electronically.

(Signature page follows.)

Signatures

Each party signs below. This Agreement takes effect on the date of the last signature.

Stoa Works LLC

Town of Arlington, Vermont

SIGNATURE

SIGNATURE

Stephen Stanwood, Owner
stephen@stoa.works · 408.340.3562

NAME AND TITLE

DATE

DATE

NOTICES TO STOA

Stoa Works LLC
126 South 1st Street, Campbell, CA 95008
stephen@stoa.works · 408.340.3562

NOTICES TO THE TOWN

Town of Arlington, Attn: Town Administrator
3828 VT Route 7A, Arlington, VT 05250
katie.dixon@arlingtonvermont.org · (802) 379-9916

EXHIBIT A

Statement of Work

Stoa delivers the website described below, refined from the working prototype at stoa.works/arlington-vt with the Town's feedback. Every item in the RFP's Scope of Work (Section 3) and Compliance Requirements (Section 4) is covered; the left column restates the requirement and the right column states what the Town receives.

THE RFP REQUIRES	STOA DELIVERS
RFP §3.1 • GOVERNMENT TRANSPARENCY AND OPEN MEETING LAW	
Pages for each board, committee, and commission with agendas posted in advance, with sufficient detail on the business to be discussed	A public page for every Town body with agendas posted ahead of each meeting, as the Open Meeting Law requires (1 V.S.A. § 312)
Minutes pages for each board and committee	Minutes posted for every body, searchable by board and date, in compliance with the Open Meeting Law
Electronic recordings of decision-making bodies, posted concurrently with minutes (Act 51, 2025)	A recording slot on every meeting record so the recording is posted with the minutes
The Town's Open Meeting Law complaint procedures and the full text of 1 V.S.A. § 314	A dedicated page with the procedures and the statute text
Official election information, voter registration resources, and results	An elections page with registration resources and results
RFP §3.1 • DEPARTMENTS, BOARDS, AND OFFICIALS	
Information about every department, board, commission, and committee	A page for each, built from the Town's current roster
Contact information for all Town officials and employees	An officials and staff directory
All annual Town Reports; policies and ordinances; the current Town Plan	A Town Report archive (2012 to present), a policies and ordinances library, and the Town Plan page
RFP §3.1 • ZONING, PERMITTING, AND TOWN CLERK SERVICES	
Zoning information, regulations, the official zoning map, and the tax map	A zoning section with the regulations and both maps
Online application forms for zoning permits and Town Clerk services (records requests, vital records)	Accessible online forms for zoning permits and Town Clerk services, routed to the right office and supporting the Town's Public Records Act obligations

RFP §3.1 • RESIDENT SERVICES AND ENGAGEMENT	
Secure payment portal for Town taxes and fees	A payment portal integrated with the Town's chosen processor
Town calendar that credentialed users can add to and manage	A Town calendar with role-based event editing
Newsroom or announcements for Town news and public notices	A newsroom for news and public notices
Site-wide search indexing all CMS content and linked Town documents	Search and Ask Arlington, indexing every page and linked Town document with plain-language answers
Social media integration and links to Town channels	Links and feeds for the Town's social channels
RFP §3.2 • TECHNICAL AND PLATFORM REQUIREMENTS	
WCAG 2.1 Level AA at launch; WCAG 2.2 Level AA encouraged; contractual responsibility for content, features, and third-party integrations	Warranted 2.1 AA, built and tested to 2.2 AA, third-party components included (Section 8)
A stable, widely supported, non-proprietary CMS with an established support community	WordPress with a bespoke, lightweight theme edited in the standard block editor, with no page-builder lock-in
Fully responsive across devices and connection speeds; text-only viewing and printing; Core Web Vitals performance	Mobile-first build, a readable text-only mode, print stylesheets, and performance tested at launch
A written security plan including cybersecurity incident response	Delivered at kickoff (Section 9)
Easy integration with related Town and community websites and external resources	Integrations as directed by the Town
Migration of all existing content with no loss of information or documents and no broken links	Full migration of the current site, redirects from old URLs, and a link-integrity scan before launch
Role-based permissions for specific pages, sections, or functions	Per-page and per-section editing rights the Town administrator assigns to staff and volunteers
Town ownership of all code, content, data, and domain	Section 7
RFP §3.3 AND §3.4 • HOSTING, TRAINING, AND ONGOING SUPPORT	
Secure hosting with HTTPS, disclosed locations, 99.9% uptime, and documented backups	Exhibit C
Training for at least three administrators with written materials	Section 10
A defined service level agreement, a documented request process, and a list of what staff can manage independently	Exhibit C

EXHIBIT B

Schedule and Payment

Build schedule, from Notice to Proceed

PHASE	WEEK 1	WEEK 2	WEEK 3	WEEK 4	WEEK 5	WEEK 6
Discovery and kickoff Confirm scope, content owners, payment-processor choice, hosting, redirects map						
Design refinement Tune the prototype to Town feedback; finalize navigation, brand, accessibility patterns						
WordPress development Theme, content types, transparency surfaces, search and Ask, forms, payment and calendar integrations, role-based permissions						
Content migration Full archive import, redirects, link-integrity scan, staff review batches						
Testing and QA WCAG 2.1 and 2.2 AA audit, cross-device, performance, security review						
Training and launch Three administrators trained, DNS cutover, go-live checks						
Delivery events Invoices 2 and 3 follow these deliveries	◆ SECURITY PLAN DELIVERED			◆ BETA WEBSITE • INVOICE 2		◆ PUBLIC LAUNCH • INVOICE 3

Calendar dates for each week are fixed at Notice to Proceed and confirmed by email. Interior dates may move by mutual agreement so long as the launch date holds (Section 3).

Payment schedule

INVOICE	ISSUED ON	AMOUNT
1	Execution of this Agreement	\$4,000
2	Delivery of the beta website for Town review, scheduled for the end of Week 4	\$4,000
3	Public launch, scheduled for Week 6. If the Town defers cutover after Stoa delivers the launch-ready website, this invoice issues ten business days after that delivery.	\$4,000
	Development total, fixed	\$12,000

Each invoice bills work already delivered. Calendar dates for the three events are fixed at Notice to Proceed and confirmed by email; if a delivery moves under Section 3, its invoice moves with it. Every invoice is payable within 30 days of receipt, with no retainage.

Development fee, itemized (RFP §6.6)

PHASE	FEE
Discovery and planning · content inventory, navigation, migration plan	\$1,200
Design and accessibility system · bespoke theme, brand system, WCAG-first patterns	\$2,400
Development · WordPress build, every §3.1 feature, search and Ask, forms, payments, permissions	\$5,000
Content migration · full archive, no loss, no broken links, redirects	\$1,600
Testing and QA · WCAG 2.1 and 2.2 AA, cross-device, performance	\$1,000
Training · three administrators, live remote sessions plus written materials	\$500
Launch and cutover · DNS, SSL, go-live and post-launch checks	\$300
One-time total, fixed	\$12,000

Ongoing services, invoiced annually from launch

SERVICE	FEE
Managed hosting · HTTPS, 99.9% uptime, daily backups and documented recovery, U.S. data centers	\$1,200 / yr
Care plan · support under the Exhibit C service levels, WordPress and security updates, quarterly accessibility re-scan, content-support hours	\$3,000 / yr
Enhancements beyond the care plan · only when the Town requests them in writing	\$110 / hr
Software licenses and third-party platform fees · WordPress is open source; the payment processor's per-transaction rate is paid to the processor	\$0

FIRST CONTRACT YEAR, ALL IN

\$16,200

\$12,000 development, \$1,200 hosting, and \$3,000 care plan. Each optional extension year is **\$4,200**, at these same fixed rates.

EXHIBIT C

Hosting, Support, and Service Levels

Managed hosting

- Managed WordPress hosting on a reputable United States provider, with the provider and data-center locations disclosed in the security plan
- SSL/TLS encryption (HTTPS) at all times
- Uptime of at least 99.9% per month, excluding scheduled maintenance windows announced in advance
- Daily backups with a documented recovery process and one-click restore
- A staging environment, content delivery network, and managed web application firewall

Support hours

Email and ticket support Monday through Friday, 9:00 AM to 5:00 PM Eastern, with after-hours monitoring for outages. Requests go directly to the person who built the site.

The care plan includes

- WordPress core, plugin, theme, and security updates on a tested cadence
- Uptime monitoring, backups, and recovery
- A quarterly accessibility re-scan, with regressions remediated, and an accessibility statement page kept current
- An Open Meeting Law backstop: when staff cannot post an agenda, minutes, or recording in time, Stoa posts it within one business day of receiving the file
- Three hours of content support each quarter for changes staff would rather hand off

Response and completion times

REQUEST	STOA RESPONDS	TYPICAL COMPLETION
Critical · site down, security incident	Within 4 business hours; remediation begins immediately	Restored as quickly as possible; the Town is notified within 24 hours of discovery (Section 9) and receives a written incident summary once resolved
Non-critical · bugs and corrections	Within 1 business day	Within 5 business days of confirmation
Enhancements · new features and changes	Scoped within 3 business days with a written estimate	Small enhancements within 10 business days of approval; larger work on the date set in its change order

HOW THE TOWN REQUESTS WORK

Send a request by email or the support form. Stoa acknowledges it within the response times above, confirms scope and a completion date in writing, and closes the request with a note of what changed. Anything beyond the care plan is quoted first and billed at \$110 per hour only after the Town’s written approval.

WHAT TOWN STAFF MANAGE INDEPENDENTLY

In the block editor, after training: pages and posts; news and public notices; meeting agendas, minutes, and recording links; the events calendar; document uploads; the officials directory; form fields and recipients; payment portal settings; user accounts and roles; and menus and navigation. Written guides and recorded sessions stay with the Town for future onboarding.