

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CITY OF CARSON**

**and**

**REVIZE LLC, AKA REVIZE SOFTWARE SYSTEMS**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF CARSON AND  
REVIZE LLC, AKA REVIZE SOFTWARE SYSTEMS**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF CARSON, a California municipal corporation (“City”) and REVIZE LLC, AKA REVIZE SOFTWARE SYSTEMS, a Michigan limited liability company authorized to conduct business in California (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson’s Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest

professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant’s Proposal.

The Scope of Service shall include the Consultant’s scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant’s risk until written instructions are received from the Contract Officer.

## 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City’s own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Seven Thousand Dollars and Zero Cents (\$207,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

## 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

## 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

## 2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

## 2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## ARTICLE 3. PERFORMANCE SCHEDULE

### 3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

### 3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

### 3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### 3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## ARTICLE 4. COORDINATION OF WORK

### 4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Joseph Nagrant  
(Name)

Business Development Director  
(Title)

<u>Thomas Jean</u>	<u>Project Manager</u>
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

#### 4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### 4.3 Contract Officer.

The Contract Officer shall be Gary Carter, Director, Information Technology & Security, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### 4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following “cancellation” notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

\_\_\_\_\_  
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant’s activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant’s indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

### 5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A-” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk

Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to City, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

#### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

#### 7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

#### 7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

#### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.2 and the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

#### 7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

### **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

#### 8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

#### 8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

#### 8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

#### 8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

#### 9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

#### 9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

#### 9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

#### 9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

ATTEST:

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[rjl]

CONSULTANT:

REVIZE LLC, AKA REVIZE SOFTWARE  
SYSTEMS, a Michigan limited liability company

By:\_\_\_\_\_  
Name:  
Title:

By:\_\_\_\_\_  
Name:  
Title:  
Address: 150 Kirts Blvd.  
Troy, MI 48084

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.**

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<input type="checkbox"/>	<div>TITLE(S) PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div>	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	_____
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	DATE OF DOCUMENT _____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

### OPTIONAL

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CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/>	INDIVIDUAL	_____
<input type="checkbox"/>	CORPORATE OFFICER	_____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	ATTORNEY-IN-FACT	NUMBER OF PAGES _____
<input type="checkbox"/>	TRUSTEE(S)	DATE OF DOCUMENT _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		SIGNER(S) OTHER THAN NAMED ABOVE _____

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**I. Consultant will perform the following Services:**

**CONSULTANT RESPONSIBILITIES:**

**A. GENERAL:**

- A. Web design and implementation of three websites : The City’s official public website(<https://carsonca.gov>), the Community Center Website (<https://carsoncenter.com>), Internal Employee Intranet, <https://intranet.carsonca.gov>, two subdomain sites (<https://recreation.carsonca.gov>, <https://gis.carsonca.gov>) and their content management systems. The City reserves the right to reduce the number of websites to less than three, should a new design direction require integration of a current standalone website into the City’s official public website.
- B. All above websites must be designed uniquely Carson. Design of the homepage, navigation, Council and all department landing pages should follow City of Carson brand guidelines. The navigation should be Intuitive so that 3 clicks can get customers access to most content from the home page. The proposed designs must be approved by providing interactive test pages to the Carson Web Redesign Committee.
- C. The design, content, and document must be ADA compliant, user- centric, and responsive to major web browsers and mobile devices.
- D. Develop an ADA compliance statement for each of the websites. The statement needs to demonstrate City’s commitment to maintain an ADA compliant website. It should include what City has done, how City is testing, and how often City works on testing and improving its current website to adhere to the latest web accessibility standards. If City is sued or threatened to be sued for non-compliance with the ADA, Consultant will provide reasonable technical assistance to City.
- E. Provide one redesign concept for all websites including for the homepage and department pages with an unlimited number of revisions until City approves. City agrees and understands that they must formally approve design before Consultant can proceed with any additional phases of the project. Delay of approval will result in overall timeline.
  - Integration with Data PlatformsDevelopment of additional redesigns of websites (e.g., Google’s landing page changing from time to time) will be provided at City’s request at an additional cost detailed in Exhibit “C-1.”
- F. The new website must be mobile-friendly and require AI translation app that will reflect the diverse Carson community
- G. The new website will require content style guide and content migration of

existing content according to Consultant provided sitemap. Sitemap will be iterated along with City before approval and content migration.

- H. Set up Google Analytics and/or create dashboards to visualize the City's data.
- I. The new website needs to include, or have the ability to integrate, tools that run continuous scans to ensure the City's website doesn't have broken links or inaccessible content
- J. Deliver governance documentation that will outline policies and procedures for maintaining the new website.
- K. Provide necessary virtual training on content management, written documentation about CMS and how the custom environment works. In person training will also be provided at City's request at an additional cost detailed in Exhibit "C-1."
- L. Provide a project manager that will oversee and drive the project on time and on budget. This is to include build and design of the website, meetings with elected officials, departments, and collaboration of content document via apps (such as google doc)
- M. Deliver redesign for testing digitally. Also, deliver hardcopies for elected officials and executives to review detailed pages.
- N. Provide a feature rich data-driven content management system that enables City staff to maintain web pages in a timely manner.
- O. Provide a mobile app with AMP (Accelerated Mobile Pages) for residents to download and use to visit and use online services, including but not limited to:
  - Latest City Events/Emergency Announcements
  - Council Events
  - Traffic/Construction Sites
  - Report An Issue
  - Park Schedules
- P. Online Documents must meet California Open Data Requirements.
- Q. Provide ability for full integration with existing and future e-government applications. (Existing applications includes: e-gov, ActiveNet, iWorQ, Granicus, LaserFiche, ManageEngine, etc.)
- R. Usability/Sustainability and Flexibility
  - Easy for customers (residents, businesses, visitors, intergovernmental partners and other interested users) to navigate and find information and services.
  - Website shall be maintained by City staff with necessary training provided by Consultant.
  - The web framework will allow yearly or quarterly theme change for face lifting to maintain user interest and excitement.

## II. Community Services Portal (<https://www.carsoncenter.com>)

The Community Services Department serves the residents and visitors of all ages and abilities in the City of Carson. They have many fun activities all year round. Consultant will develop and provide to City a portal site that has a secondary domain (<https://recreation.carsonca.gov>). The design will have a similar look and feel of the City's main website, but the overall feeling should be more interactive, inviting and family friendly. It will have below features:

- Working with City staff, Consultant will develop a new navigational structure to better meet the needs of users and allowing quick reference to the most pertinent information, organized in an intuitive and user-friendly manner.
- The site must have an attractive look and feel. An appropriate mix of text, photos, and graphics should be part of the design. The website should serve as a marketing and public engagement tool that establishes a professional and friendly environment for local citizens and visitors who have a broad range of technical and computer literacy and across multiple platforms.
- Cross-platform, cross-browser, and cross-equipment compatibility. Website should be scalable for viewing on different sized monitors and utilize fonts/graphics accessible on multiple platforms to provide a reasonable reassurance that the site will look virtually the same regardless of browser.
- Compatible with ActiveNet. Website will seamlessly integrate with the most recent upgrade of ActiveNet software program and other online payment modules. City understands that integration with any third party platform is subject to the platform's abilities and restrictions. Consultant will integrate in a reasonable fashion according to current industry common practices.
- All parks, aquatic center, and Veterans Sports Complex amenities ongoing and upcoming events will be included PDF Flipbook of events/facility pictures
- A new state-of-art responsive design that promotes the Carson Community Center as a convention/special events/meeting site.
- Website update of social media (Facebook, Instagram) latest testimonials and automatic social media posting of latest website news (subject to each social platform's restrictions and abilities).
- Event calendar showing upcoming events in both calendar and list format.
- The new website will provide enough information online to minimize customer calls/inquires. It will have a virtual tour of the whole facility, detailed venue capacity information, photo galleries of past events, the A/V services, catering menu, online contact, and inquiry.
- The site should effectively help the Community Center to generate business online from its targeted customers.
- Consultant will be flexible enough to work with Community Center director, managers, and staff until the design is approved and signed before starting the individual pages development.

III. GIS Website (<https://gis.carsonca.gov>)

- GIS Open Data Portal (<https://gis.carsonca.gov>) provides the public with open access to location-based data, maps, documents, and mapping applications free of charge. The design will include a Map Gallery and GIS Application Gallery, and the look and feel will be consistent with the City's website. This portal will also have an internal search tool feature. The page will be able to be maintained by GIS staff through the content manager.

IV. The City's Employee Intranet will have the below additional features.

- Intranet is the central hub for employees to access internal applications and documents.
- Top-level navigation that is user-centric. For examples: Tools/Resources, Technical Support, Procedures and Policies, Training, Department Contacts.
- IT and HR department work orders dashboard integration with current ticketing system called ManageEngine ServiceDesk Plus.
- Allow designated staff members to publish latest news, and HR news, videos, etc.
- Have a City templates repository with search and archive features.
- Access control with SSO (Single Sign on) and two-factor authentication implementation. Power employees should be allowed to use without logging in if they are already logged in to their computer (subject to the abilities and restrictions of City SSO)
- Information is strictly internal employee only. Industry standards are required to ensure security is maintained with remote access.

**B. SPECIFICATIONS:**

A. Services

- Migrate existing content to new designed sites
- Business hours phone support Monday - Friday 5:00 am - 5:00 pm PST excluding holidays; 4 hour response time objective according to consultant-provided SLA.
- Emergency after hours support 24/7/365 via phone and email
- Accessible via phone, email
- Training for web administrator, power users, and developers.
- Online self-service will be available 24/7/365.

B. Hosting

- Offsite hosting for all the websites (Carsonca.gov, carsoncenter.com, intranet.carsonca.gov, recreation.carsonca.gov, gis.carsonca.gov)
- Administrative access to hosted web server to install/remove applications and make configuration changes

- Consultant to provide City database contents upon City's request at no cost to City.
- Storage capacity (100GB capacity for current websites. It should accommodate data growth). Storage will not include outdated uncommonly large folders of documents or images (larger than 1G) such as archived GIS data but will include current GIS open data.
- Bandwidth of 300 GB per month. Calculate website bandwidth requirement based on average page size, page views, and daily visitors. Add 50% above the projected data transfer needs so that we factor in special events such as elections, emergencies, or holiday events.
- Security (High Level):
  - Keep software up to date
  - Use Public Key Authentication For SSH
  - Monitor Traffic Logs
  - DDoS detection/prevention
  - SQL Injection detection/prevention
  - Protect against XSS attacks (Take steps to mitigate XSS attacks (Cross Site Scripting) by adding the settings to the servers that force the server and client to confirm who they are talking to
  - Use highest level of encryption (HTTPS, SSL, etc.)
  - Provide role-based security that limits access and functionality based on user's logon
  - The hosted solution must protect the website against Distributed Denial of Service (DDoS) and other cyberattacks, and must be able to detect and mitigate malicious traffic within seconds. The solution must have smart detection technology that can identify the source and analyze the behavior of the attack.
- Site redundancy/Mirroring. A site failover plan to switch between primary website and mirror website in the event of downtime.
- Database and Webpage Backups – Keep backups of all City Content for at least 90 days.
- High availability of services (99.99%)

#### C. Site Design

- Powerful site search feature. Search functionality must be able to search web content as well as the contents of files (including OCR PDFs, the "alt" and "title" of image attributes); Ability to use wildcards and filter results by category.
- AI Chatbot powered search with customer interaction to improve the accuracy and relevance of search results will not be provided by Consultant. However, Consultant is actively developing this capability and once such development is completed AI Chatbot shall be made available to City potentially at no cost or alternatively, for a

per usage fee. SEO (Search Engine Optimization) Friendly - Make sure the page creation process, including URL, name, META tags, description, keywords, images, links are generated SEO friendly.

- Responsive design for optimized viewing on desktop, laptop, tablet, and mobile form factor devices
- ADA compliant
- Ability to dynamically generate a site map. A dynamic sitemap that can be submitted to search engines whenever site structure gets updated.
- Active Directory (AD) Integration.
- Provide Up-to-Date Employee Contact information from City's active directory.
- Provide LDAP integration with the City's Active Directory for SSO (Single sign-on). Provide two-factor authentication for additional authentication measure that can be switched on and off by Consultant.
- Alerts and Emergency Page - In the event of an emergency or City Hall closure, the website shall display banner messages on the homepage, the Emergency page or both simultaneously. These notices must allow for multiple posts, if updates are needed, and publish without delay.

D. File Repository

- Bulk upload of files
- Support for all document formats
- Support for large files
- Ability to group related files and folders and present them on pages in a variety of layouts
- Search files and folders by name, content, and metadata

E. Administration

- Web administrator(s) must be able to define site-wide font family, size, and styles that is easily legible
- Web administrator(s) must be able to assign and adjust department level web editors.
- Site structure and navigation menu editor
- Authenticated access to site from public internet
- Site-wide search and update of hyperlinks including ones referenced in site navigation and all modules
- Site-wide spell checker including site navigation and all modules
- Mark pages and files to stop them from appearing in site search results
- Ability to create templates that only apply to a group of designated pages, a certain department/division
- Ability to publish a finished webpage for internal review before being publicized.
- Ability to save retire web pages and make them not searchable subject to search engine caching algorithm; Ability to reuse saved retired

- pages in the next 2 years.
  - Dead hyperlink checker
  - Optional ADA page content check before publicizing
  - Context sensitive help
  - Create custom short URLs to internal and external resources (e.g., carsonca.gov/jobs)
  - Attach search keywords to pages, repository files, news, and calendar entries
  - Configurable responsive design display elements and layouts based on form factor
  - Create sub-sites (websites within the main site but with their own design, background, footer, and menus)
  - Hide menu items without deleting them from the menu
  - Menu items that are strictly hyperlinks to a URL
  - Display department-specific footers (location, hours, contact) on every department page
  - Data Archive - Ability to archive history data, such as press releases, committee agenda/minutes., etc.
- F. Page Editor
- Full-featured user-friendly WYSIWYG page editor that enforces strict HTML syntax and browser-compatibility checker for ADA compliance purpose.
  - HTML5 support
  - IFrame support
  - View and edit HTML code
  - Insert page links to repository files
  - Insert images and embed videos on pages
  - Accordion collapsible content
  - Spell checker
  - Custom code allows for HTML and Javascript
  - Revert to previous versions of a page
  - Flexible page layout using drag-and-drop widget-style elements
  - Ability to create, edit, and delete pages.
  - Ability to create department level templates to allow content contributors to easily create the desired content types
  - Ability to easily post upcoming events, holiday notices, and emergency notices to the homepage.
  - Ability to automate monthly, seasonal, and yearly updates.
  - Content contributors should have the option of a WYSIWYG or HTML editor for editing webpages, articles, posts, or newsletters.
  - Ability to version pages and go back to prior versions.
  - Ability to stage and expire content by date and time.
  - Ability to run web statistics reports on public request
- G. News
- Post news items to multiple targets

- Schedule news posts to be removed automatically at a specified date and time
  - Support for attachments and images in news items
  - Ability to pin news items to the top of a newsfeed
  - Links to archived or expired news posts
  - Purge old news items posted prior to a specified date
- H. Calendar
- Provide for multiple individual calendars that can also be combined into one master calendar. Calendars must have options for different views. Online event submission must be allowed.
  - Selectively post events to multiple calendars and categories on those calendars
  - Support for recurring events
  - Calendar event download for site visitors
  - RSS feeds for calendars
- I. Multimedia
- Video streaming of server-hosted content
  - Attach "alt text" to multimedia content for ADA compliance
  - Attach hyperlinks to images and videos
  - Web page image slideshows
  - Schedule slideshow images to be removed automatically at a specified date and time
  - Add hyperlinks to images in image slideshows
  - Display text descriptions next to slideshow images
  - Flexible multimedia content presentation options
  - Social media content Integration - provide tools to embed social media feeds into website pages.
  - Image Gallery and Video Gallery for past city events.
- J. Forms and Surveys
- Custom online registration forms
  - Custom surveys
  - Custom form and survey fields (radio buttons, checkboxes, drop- down lists, validated)
  - Store submitted form and survey data in a database for analysis, reporting, or export
  - Form submissions emailed to specified address in HTML body and as PDF attachment
  - Summary of survey results to be provided in database for City administrators to access and review. Online form development tool for the City to develop interactive forms.
  - Retouch and design current online forms, including but not limited to (Senior computer class Registration, Online Contact, Budget Suggestion, Vendor Submission, Constituent Inquiry, Coyote

- Reporting... etc.), and convert PDF forms to fillable PDFs.
  - Content management users should be able to create/edit/delete new/existing forms based on needs.
  - Provide residents options to sign up for different types of City event notifications. Examples include new jobs, Council/Commission meetings, Committee meetings, Emergencies, and Boards meeting agendas.
- K. Reports
- Most recently updated web pages
  - Integrate analytics to the websites. Being able to provide page-level analytics reports of visitors, devices, top searches, and best performing pages, etc.
- L. Registration and Appointment Scheduling
- Event registration
  - Appointment scheduling against available calendar time slots
  - Confirmation emails for registrations and appointments
  - Export CSV file of registrants and appointments
  - Calendar appointment download for registrant / appointment holder
- Scheduled appointments will be viewable in public-facing calendar. Consultant intends to allow exporting scheduled appointments to ICS/Outlook before the Go Live date.
- M. Directories (Telephone, FAQs, A-Z Topics)
- Create multiple custom directories (telephone, FAQs, and A-Z topics)
  - Customizable directory fields
  - Store photos in directory records
  - Search directories by any field
  - Flexible directory display formats with selectable sort order
  - Ability to export directories as CSV files

## C. TASKS/PROCESSES:

### Task 1 Project Initiation and Research

#### 1.1 Project Management

Provide City staff and Consultant team coordination, including ongoing project controls, weekly schedule and progress reports, and facilitation of one Initiation meeting where there's discussion and creation of structural outline for the following components: vision, goals, and guiding principles; set expectations for direction and deliverables; and calendar a required minimum of 14 monthly coordination meetings.

#### Deliverables

- A timeline that can be followed and updated weekly
- Bi-weekly project team meeting with minutes. There may be times when meetings are not needed. In such cases, Consultant will notify City in advance in writing.
- The homepage design of the main websites, the Council members page, and

each of the department landing page designs must be approved by City in writing before content development. City agrees and understands that delayed approval will result in delayed overall go-live timeline.

- Test environment provided for functionality and usability testing before going-live
- Fully functional websites ready on the Go-live date

## **1.2 Subject Assessment - Data Inventory and Research**

Consultant will coordinate with the City to compile and review available data contained in existing City-specific data, plans, and programs and policy.

### Deliverables

- Data Center
  - Data resides in US based data centers
- Data integrity
  - Ensure data security and no City data is shared with third parties or entities without prior City agreement
  - Ensure City is notified of any compromise of City data by cloud service providers or third parties
  - Website data and analytics are available upon request from City staff or the public

## **Task 2 Engagement and Goal Setting**

All work will be from input received from various departments of the City including Divisions and staff in Public Works.

## **2.1 Targeted Internal Engagement**

### Deliverables

- Materials, participation, and summary of two (2) interdepartmental City workshops
- Draft operational plan with assignments separated specific to City departments/divisions

## **2.2 Community Outreach Plan**

### Deliverables

- Community Survey

## **D. ADDITIONAL SERVICES AT CITY'S ELECTION:**

- A. In person training will also be provided at City's request at an additional cost detailed in Exhibit "C-1."
- B. Development of additional redesigns of websites (e.g., Google's landing page changing from time to time) will be provided at City's request at an additional cost detailed in Exhibit "C-1."

- C. Software API (App Programming Interface) development will be provided at City's election at an additional cost consistent with Exhibit "C-1."
- D. Additional Project Management/Content Copywriting will be provided at City's election at an additional cost consistent with Exhibit "C" and Exhibit "C-1."

Additional, supplemental details of Consultant's Services are below (all references to Phases are consistent with and further explained in Consultant's Proposal):

Phase 1: Project Management/Planning and Analysis.

Phase 2 – Design Mockups/Wireframes.

- City Homepage and inner mockup with unlimited rounds of changes
- Landing page mockups for each of the following
  - Carson Recreation (Setup as a landing page within main City webspace)
  - Carson GIS (Setup as a landing page within main City webspace)
- Homepage and inner page mockup for each of the following
  - Carson Community Center Website (Standalone Website)
  - Internal Employee Intranet (Standalone Intranet)

Phase 3 & 4 – HTML Development and Revize CMS Integration:

- HTML Template Development and set-up all CMS modules listed in this agreement
- Integration with all 3rd party web applications

Phase 5 – Quality Assurance, Accessibility, & Custom Development:

Phase 6 – Sitemap Development and Content Migration:

- Site map development and content migration from old website including spell checking and style corrections – Up to 3,000 Webpages and Documents

Phase 7 & 8 –Content Editing Training, Beta Site Review, Full Staff Training, and Go Live:

As part of the Services, Consultant will provide the following products and integrate the following web applications and features into City's websites:

**Products:**

- Revize CMS License
- Hosted Website
- Source Files
- All Included Revize Web Applications
- 

**Web Applications and Features:**

In addition to the Government Content Management System that enables non-technical staff to easily and quickly create/update content in the new web site, Consultant provides a suite of applications and features specifically designed for municipalities. All of those apps and features are fully described in the following section. The applications and features are grouped into five categories:

#### Citizen's Communication Center Apps

- Notification Center with Text/Email Alerts
- Bid Posting
- Document Center
- Email Notify
- FAQs
- Job Posting
- Multi-use Business Directory
- News Center with Facebook/Twitter Integration
- Online Forms
- Photo Gallery
- Quick Link Buttons
- Revize Web Calendar
- "Share This" Social Media Flyout App
- Sliding Feature Bar
- Language Translator

#### Citizen's Engagement Center Apps

- Citizen Request Center with Captcha
- Online Interactive Forms with Bookables
- Public Service Request App
- Citizen Connect (Community Blog)
- Online Bill Pay
- RSS Feed

#### Staff Productivity Apps

- Agenda Posting Center
- Job Posting App
- Image Manager
- iCal Integration
- Intranet
- Link Checker
- Menu Manager
- Online Form Builder
- Staff Directory
- Website Content Archiving
- Website Content Scheduling

#### Site Administration and Security Features

- Audit Trail
- Auto Site Map Generator
- History Log
- URL Redirect Setup

- Roles and Permission-based Security Mode
- Secure Site Gateway
- Unique Login/Password for each Content Editor
- Web Statistics and Analytics
- Workflows by Department

#### Mobile Device and Accessibility Features

- Font Size Adjustment
- Alt-Tags
- Responsive Website Design (RWD)

#### **Consultant's Services will be in accordance with the below:**

#### **Hours of Operation**

Consultant's representative will be available to provide support functions between the hours of 5 a.m. and 5 p.m. PST Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by City. The Revize Customer portal is monitored 24 hours a day. Beyond the 5 a.m. to 5 p.m. PST Consultant does not guarantee response times. Response times through the customer portal officially begin at 5 a.m. PST and ends at 5 p.m. PST. However, Consultant does reserve the right to respond to requests outside of these hours.

#### **Response Times**

The table below shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment refers to the initial response to the City. The support level refers to the Client guide for support available as illustrated in the "Client Guide for Support (Report Method Details) – Fault Matrix," below. In rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the City or Consultant's other customers, natural disasters, acts of god, etc.

#### **Response Priority According to Below Response Table:**

#### **Response Table:**

	Crisis	Urgent	Critical	Normal	Request For Service
Priority	Immediate	Urgent	High	Normal	Normal
Time for Response	< 1 Hour	1 Hour	4-6 Hours	24 Hours	Dependent Upon Request
Report Method	Revize Live Phone Support 248-269-9263	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal	Revize Customer Portal

## **Client Guide for Support (Report Method Details) – Fault Matrix**

### **Crisis:**

- Crisis issues are issues that make the website completely inoperable. In this case City should call Consultant's tech support team immediately at 248-269-9263
- Example(s) include: Entire website not accessible from multiple devices/browsers

### **Urgent:**

- Urgent issues are issues that render City's system partially inoperable. These requests can be submitted to Consultant's tech support team through phone or within Consultant's customer portal [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: Partial portion of website not accessible from multiple devices/browsers, unapproved information on the website, or time sensitive information not available on live website.

### **Critical:**

- Critical issues are issues that deny City the ability to perform a core function of the system. These requests should be submitted to the customer portal [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: CMS not publishing to live site, perceived slow load time, content updates not appearing as intended in live site.

### **Normal:**

- Normal issues are issues that deny usability of limited functions of the system. These requests should be submitted to the customer portal [www.support.revize.com](http://www.support.revize.com)
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

### **Request for Service:**

- Requests for service are completed with the mindset that Consultant does not "nickel and dime" its clients. As part of Consultant's annual maintenance services, Consultant shall assist City with requests for service that City and its staff may not be able to handle on their own. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Consultant will add in these services with no charge up to a level of reasonability beyond what is included in this Agreement. These requests should be submitted to the customer portal [www.support.revize.com](http://www.support.revize.com). If there is no charge, Consultant will complete the changes as requested. If there is any charge, Consultant will respond to City with alternative free options or a quote for the additional work.

## **Priority Level Response/Resolution Times**

The "Response Table" shows the required initial telephone/portal response times for the individual priority ratings. All times indicated represent telephone response time during specified working hours of 5 a.m. to 5 p.m. PST Monday to Friday, unless otherwise indicated in this Agreement, or otherwise agreed upon by City and Consultant.

The indicated response time represents the maximum delay between a fault/request being reported to Consultant, and Consultant's representative contacting the City by telephone or through the customer portal. The purpose of this is to notify City of the receipt of the fault/request from City and provide the City with details of the proposed action to be taken in respect of the particular fault/request.

Due to the nature and variety of issues that could be reported by the City, resolution times vary dependent upon the issue itself. It is not uncommon for a perceived "quick fix" to take multiple working days, or a perceived long term request to be completed in a matter of hours. When possible, Consultant will provide an estimated time of resolution upon initial report from the City. If, after further investigation, Consultant determines the expected time to significantly change, Consultant will contact the City to discuss the details and new suspected time frame.

### **Response Times**

Consultant will accept the priority assigned to a fault by City, as per the "Client Guide for Support (Report Method Details) – Fault Matrix" and "Priority Assignment Criteria" shown below.

### **Service Level Targets**

Consultant will respond within the time specified by the priority allocation. City will issue reports as and when required to Consultant's Support staff for the purpose of gauging Consultant's performance.

### **Website Application Availability**

Consultant agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that Consultant will perform routine maintenance during non-peak hours as necessary that is not factored in as part of the availability threshold. Non-peak hours are from 2:00A.M. to 6:00A.M. EST. City may request other updates/features that necessitate downtime as well. Consultant will notify City when expected downtime is greater than 15 minutes.

## **Supported Products/ Applications/Systems**

### **Software Products Supported:**

- Revize CMS
- Hosted Website
- Source Files
- All Included Revize Web Applications

Contact Details:	Live Phone Support:	248-269-9263
	Customer Portal:	<a href="http://www.support.revize.com">www.support.revize.com</a>
	Email (Unofficial Channel):	<a href="mailto:Support@revize.com">Support@revize.com</a>

### **Priority Assignment Criteria:**

As assigned by the “Client Guide for Support (Report Method Details) – Fault Matrix,” the response time is to indicate the initial telephone, email, or support portal response by Consultant, as described in the “Priority Level Response/Resolution Times” set out above, to the City as detailed on the City Fault Report Form.

### **Method of Fault Referral:**

- Customer Portal transmission of City Fault Report Form by City staff to Consultant. At [support.revize.com](http://support.revize.com)
- Telephone contact by City operator.

### **Information to be provided by City for Timely Response:**

- Complete description of issue
- Time estimate of when City started experiencing this issue
- Whether a change was requested recently in relation to this issue
- URL where issue is occurring (if applicable)
- Screenshot of this issue (optional)

### **Method of Return of Resolved Faults:**

Immediately following actual resolution of each individual fault/request Consultant’s representative will notify City by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution Consultant will provide City with details of resolution.

### **Other (Details):**

Consultant maintains a real-time project support portal where fault issues can be reported by the City. This portal can be found at [support.revize.com](http://support.revize.com) where a user name and password will be required. This project support portal will have an updated status of the completion progress of each issue as determined by Consultant.

Although each issue is updated when key objectives are met, City may request an update at any time. When City has issues outstanding in this portal, it will check in at least once per week to answer any follow up questions from Consultant. If there are no outstanding issues this is not required. For a general update request, City will make request notating each outstanding fault it would like an update on. Consultant will respond with details of current status and return the report to City within 72 hours of receipt of the report.

## **CITY RESPONSIBILITIES:**

### **Service Level Monitoring:**

Service level monitoring will be performed by City. If City suspects that response times for faults do not adhere to expected response times in the “Response Table,” City is to provide information to Consultant in response to items in the section entitled “Information to be provided by City for Timely Response” set out above.

### **Functional Overview:**

The purpose of this section is to detail City’s responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users. This includes the following specific responsibilities:

- Provision of a main point of contact during City’s business hours.
- Extracting information from end users as per Consultant’s specified list of questions detailed in the “Information to be provided by City for Timely Response” portion of the Scope of Services.
- Timely referral of faults to Consultant consistent with requirements detailed in the “City Fault Report Form” and “Method of Fault Referral” sections of the Scope of Services.
- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required.

### **City Cooperation:**

City understands that project completion date is highly dependent on its timely communication with Consultant. City also agrees and understands that;

1. The primary communication tool for this project and future tech support is the Revise customer portal found at <https://support.revize.com>.
2. During the project, City will respond to Consultant’s inquiries within 48 hours of the request to avoid any delay in the project timeline.
3. City understands that project timelines will be delayed if City does not respond to Consultant inquiries in a timely manner.

### **Post-Content Migration:**

After content migration, City is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general preparation of the sites before go live. City will also have the ability to add new photos, content, and pages.

## **JOINT RESPONSIBILITIES;**

**Project Timeline Statement of Understanding:**

The Parties agree and understand that the timeline set out in Exhibit “D” of this Agreement is an estimate of the expected timeline for this project. It is not a guarantee. Consultant intends to adhere as closely to the proposed timeline expectation as reasonable. City is expected to take an active role in this project including, but not limited to, participating in meetings with Consultant, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Consultant expects to complete Phase 7 (training) of this project according to timeline provided. Upon completion of Phase 7 it is the City’s responsibility to decide when to go live with the websites. City’s decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Consultant. City understands that it is incumbent upon City to respond to Consultant requests in a timely manner. City further agrees that any timeline delays due to its lack of timely communication do not constitute a breach of contract on the part of Consultant. City also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The Parties agree that this project is a collaborative project and agree to work in good faith to “fine-tune” final deliverables in preparation for go live of new websites. The Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by City does not constitute a breach of contract unless Consultant fails to cure the functional defect with the website. City may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the websites.

**Website Application Availability Monitoring:**

Website application availability monitoring will be performed by City using software of its choice. If City suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, City agrees to immediately open a support ticket in the customer portal to notify Consultant of the issue.

Upon resolution of downtime issue, if City suspects the 99.99% was not met, *City* agrees to provide relevant information to Consultant, which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon Consultant’s review and concurrence thereof with City’s assertion that the 99.99% requirement was not met, City will be eligible for a credit equal to the monthly portion of annual services fee as set forth in the Website Application Availability Credit Table, below. This credit will be applied to the next invoice due. If the credit cannot be applied to the next invoice due because the final invoice has already been issued to City (whether due to expiration or termination of this Agreement), Consultant shall refund to City the amount that would otherwise be given to City as a credit. The credit will not be provided if support ticket was not opened or for issues caused by City.

**Website Application Availability Credit Table:**

Website Application Availability Credit Table Website Application Availability %		Credit % for Monthly Portion of Annual Services Fee
From	To	
99.99%	99.50%	0%
99.49%	99.00%	10%
98.99%	95.00%	15%
94.49%	90.00%	50%
Less than 90.00%		100%

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**

**A.** See Section I. of this Exhibit A.

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:**

**A.** As requested by the Contract Officer.

**IV. All work product is subject to review and acceptance by the City prior to any payment therefor, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

**V. Consultant will utilize the following personnel to accomplish the Services:**

**A.** Thomas Jean, Project Manager

**B.** Joseph J. Nagrant, Business Development Director

**C.** Ray Akshaya, Technical Director

**D.** Samir Alley

**E.** Denise Brazier, Project Manager/Trainer

**F.** Others as assigned by Consultant

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

The Agreement is hereby amended as follows (deletions shown in ~~striketrough~~ and additions shown in ***bold italics***):

**I. Section 1.1 (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:**

“1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. ***Additionally, where indicated in the Scope of Services, certain City and City and Consultant joint obligations are forth that detail City’s sole obligations or joint obligations of the Parties where mutual cooperation is needed in order to allow Consultant to perform certain services.***”

**II. Section 2.2 (Method of Compensation) of the Agreement is hereby amended to read in its entirety as follows:**

“2.2 Method of Compensation.

The method of compensation ~~will~~ may include: (i) ~~a lump sum payment upon completion;~~ (ii) payment in accordance with ***the Schedule of Compensation*** ~~specified tasks or the percentage of completion of the services, less contract retention;~~ (iii) ~~payment for time and materials based upon the Consultant’s rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.~~”

**III. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:**

“2.4 Invoices.

~~Each month~~ Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding *pay period consistent with the Schedule of Compensation month* in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant’s correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.”

**IV. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:**

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~six one~~ (61) years from the *date of issuance of a Notice to Proceed* ~~date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

**V.. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:**

“5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for ~~owned, non-owned, leased, and~~ hired cars ~~and any automobile only~~.

~~(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.~~

(d) Cyber Liability. *Technology professional liability errors & omissions insurance appropriate to Consultant's profession and the Services hereunder with limits not less than \$1,000,000 per claim/loss, and \$1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:*

i. *Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.*

ii. *Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.*

iii. *Liability arising from the failure of Consultant's proprietary technology products (software) required under the contract for Consultant to properly perform the services intended.*

iv. *Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.*

v. *Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.*

(ef) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(fg) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(gh) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant."

**VI. Section 6.3 (Ownership of Documents) of the Agreement is hereby renamed "Grant of License; Ownership of Documents; City Content," and amended to read in its entirety as follows:**

**"6.3 Grant of License; Ownership of Documents; City Content.**

*As part of this Agreement, Consultant will provide to City, its employees, officials, agents, and all end users a limited, perpetual, irrevocable, non-transferable, royalty-free, full Enterprise Revize CMS Software license for City to use any intellectual property associated with Consultant's provision and City's use of, the Services. The number of end users shall be unlimited. This software is a proprietary software built and maintained by Consultant and is intended to allow for the City to easily update the content of its websites. Sharing of the content management system by the City, with other entities not identified in this Agreement, is prohibited.*

*City will assume full ownership of and responsibility for website designs once approved in Phase 2 along with all City content and data (and all backup content and data) retained by Consultant (collectively, "City Content"), maintenance and administration. City, not Consultant, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City Content. City hereby grants Consultant a worldwide, non-exclusive right and license to reproduce, distribute and display the City Content as necessary to provide the Services. City represents and warrants that City owns all City Content or that City has permission from the rightful owner to use each of the elements of City Content and that City has all rights necessary for Consultant to use the City Content in connection with providing the Services. City agrees that Consultant shall not be responsible or liable for the content of messages created by City or by City's users or end-users who access Services. Notwithstanding the foregoing, Consultant retains the right, but not the obligation, to remove any City Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, or that is intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.*~~All drawings, specifications, maps, designs,~~

~~photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City’s sole risk and without liability to Consultant, and Consultant’s guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City. *During the Term of this Agreement, Consultant will download City Content with reasonable frequency in a format requested by City’s Contract Officer at no cost to City.*~~

**VII. Section 7.2 (Disputes; Default) of the Agreement is hereby amended to read in its entirety as follows:**

**“7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement. *Notwithstanding anything else herein, for Consultant’s work performed prior to Consultant’s default, Consultant shall be compensated only for work that has been accepted by the City, consistent with Section IV. of Exhibit “A” of this Agreement.*”

**VIII. Section 7.7 (Termination Prior to Expiration of Term) of the Agreement is hereby amended to read in its entirety as follows:**

**“7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Agreement except as specifically provided in Section 7.2 and the following Section for termination for cause. The City reserves the

right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. ~~Except~~ Where the Consultant has initiated termination ***due to City's default, notwithstanding Section IV. of Exhibit "A" of this Agreement,*** the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. ***Where either City or Consultant terminates without cause, Consultant shall be compensated only for work that has been accepted by the City, consistent with Section IV. of Exhibit "A" of this Agreement.*** ~~In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder.~~ In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2. ***Irrespective of the reason this Agreement is terminated, or upon expiration of this Agreement term, Consultant will promptly provide the latest version of the Revize CMS including all City Content to the City. This system will thereafter have the ability to be hosted and used by the City as long as City desires. Consultant will provide reasonable support in transferring the CMS system to whatever hosting architecture City elects to use, at no cost to City. In connection therewith, Consultant will delete or destroy all copies of City Content in its possession or control unless legally prohibited, and upon request, provide the City with a certificate of destruction. This Section 7.7 shall survive expiration or termination of this Agreement.***"

”

**EXHIBIT “C”**  
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the Services and shall be compensated as follows:**

<b>Payment Amount</b>	<b>Payment Date</b>	<b>Includes</b>
\$34,375.00	Upon Completion of Phase 2	Phases 1 and 2
\$68,750.00	Upon Completion of Phase 6	Phases 3 thru 6
\$34,375.00	Upon Website Go Live	Phases 7 thru Go Live
\$13,900.00	Upon first anniversary of Go Live	Year 1 of Annual Hosting & Maintenance
\$13,900.00	Upon second anniversary of Go Live	Year 2 of Annual Hosting & Maintenance
\$13,900.00	Upon third anniversary of Go Live	Year 3 of Annual Hosting & Maintenance
\$13,900.00	Upon fourth anniversary of Go Live	Year 4 of Annual Hosting & Maintenance
\$13,900.00	Upon fifth anniversary of Go Live	Year 5 of Annual Hosting & Maintenance

**\$207,000.00**

**Total Cost**

If City elects for Consultant to provide additional design development services, an additional cost of up to \$32,000 consistent with Exhibit “C-1” will be charged to City, payable pursuant to monthly invoices submitted by Consultant in accordance with Section 2.4 of this Agreement.

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

- B.** Line items for all materials and equipment properly charged to the Services.
  - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$207,000.00 as provided in Section 2.1 of this Agreement.**

**EXHIBIT “C-1”**  
**ADDITIONAL COSTS**

In-person CMS training (two days on-site/classroom style):	\$4,500
Additional design development:	\$100/hour
Custom Code Development:	\$125/hour
Additional Project Management/Content Copywriting:	\$100/hour
Additional content migration beyond 800 pages (among all websites)	\$3 per web page
Additional website storage beyond 100GB over all websites	\$500 per year for each additional 10GB website storage
Additional bandwidth beyond 300GB per month	\$360 per year for each additional 50GB per month

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the following schedule:**
- A.** Go Live will be achieved by no later than one (1) year following issuance of a Notice to Proceed by City's Contract Officer.
  - B.** Hosting and maintenance services will be provided on an annual basis commencing on the Go Live date for five (5) years thereafter.
  - C.** Training and support will be provided as part of Phase 7. Training may also be provided on an informal or individualized basis prior to Phase 7 at City's request with the understanding that such provision of training may delay Go Live. If delay may ensue as a result of such additional training outside Phase 7, Consultant will advise City of the risk of delay.
- II. Consultant shall deliver the following tangible work products to the City by the following dates.**
- A.** See Section I. of Exhibit A of this Agreement.
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**