

**AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF REDONDO BEACH
AND REVIZE, LLC**

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the City of Redondo Beach, a Chartered Municipal Corporation ("City") and Revize, LLC, a Michigan Limited Liability Company ("Consultant" or "Contractor").

The parties hereby agree as follows:

1. Description of Project or Scope of Services. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of City, or services required to be performed by City are set forth in Exhibit "A."
2. Term and Time of Completion. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
3. Compensation. City agrees to pay Consultant for work performed in accordance with Exhibit "C".

* * * * *

GENERAL PROVISIONS

1. Independent Contractor. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the City, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to City employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the City shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
2. Brokers. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
3. City Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the City within a reasonable time, and the rights thereto shall be deemed assigned to the City. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials,

shall be specific for the project herein and shall not be used by the City for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the City harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.

4. Inspection. If the services set forth in Exhibit "A" shall be performed on City or other public property, the City shall have the right to inspect such work without notice. If such services shall not be performed on City or other public property, the City shall have the right to inspect such work upon reasonable notice. Inspections by the City shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the City as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the City. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the City in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. City shall furnish Consultant to the extent available, with any City standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for City review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement. Copies of all pertinent reports and correspondence shall be furnished to the City for its files.
7. Changes and Extra Work. All changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by City and Consultant.

8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
9. Professional Ability. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. City has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
10. Business License. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
11. Termination Without Default. Notwithstanding any provision herein to the contrary, the City may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the City in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to the City. In conjunction with any termination of this Agreement, the City may, at its own expense, make copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
12. Termination in the Event of Default. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the City may immediately terminate this Agreement by giving written notice of such termination, stating the reasons

for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the City by virtue of Consultant's breach of this Agreement.

13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Agreement for one (1) year.
14. Indemnity. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend protect, indemnify, and hold harmless the City, its elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. Nonwaiver of Rights. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.
 - b. Waiver of Right of Subrogation. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.

15. Insurance. Consultant shall comply with the requirements set forth in Exhibit "D." Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
16. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Agreement.
17. Compliance with Laws. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, employment laws, and non-discrimination laws.
18. Limitations upon Subcontracting and Assignment. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion. In the event that the City, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the City upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the City's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

19. Subcontractors. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the City without the prior written approval of City, which approval may be withheld in the City's sole and absolute discretion.
20. Integration. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents

exchanged between Consultant and City may be used to assist in the interpretation of the exhibits to this Agreement.

21. Amendment. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
22. Conflicting Provisions. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the City shall prevail over those prepared by Consultant.
23. Non-Exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and City reserves the right to employ other contractors in connection with the project.
24. Exhibits. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Agreement.
25. Time of Essence. Time is of the essence of this Agreement.
26. Confidentiality. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
27. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
28. Governing Law and Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
29. Attorneys' Fees. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
30. Claims. Any claim by Consultant against City hereunder shall be subject to Government Code §§ 800 *et seq.* The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City

shall be waived if not made within six (6) months after accrual of the cause of action.

31. Interpretation. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
32. Warranty. In the event that any product shall be provided to the City as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
33. Severance. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed, and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.
34. Authority. City warrants and represents that upon City Council approval, the Mayor of the City of Redondo Beach is duly authorized to enter into and execute this Agreement on behalf of City. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
35. Waiver. The waiver by the City of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this 15th day of November, 2022.

CITY OF REDONDO BEACH

Revize, LLC

William C. Brand, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Eleanor Manzano, City Clerk

APPROVED:

Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

Michael W. Webb, City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

CONTRACTOR'S DUTIES

Contractor shall perform the following duties.

City agrees to purchase the following products and services provided by Contractor:

<u>Quantity</u>	<u>Description</u>
1	Phase 1: Project Planning and Analysis, Kickoff Meeting:
1	Phase 2 – Design Mockups/Wireframes: • 1 mockup with unlimited rounds of changes • Home page template and inner page design and layout • Departmental Mockup with unlimited rounds of changes • Includes Responsive Web Design
1	Phase 3 & 4 – HTML Development & Revize CMS Integration: • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications
1	Phase 5 – Quality Assurance, Accessibility, & Custom Development:
1	Phase 6 – Site Map 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
1	Phase 7 –Core Editor Training, Beta Site Review, Full Staff Training, and Go Live:
1	Grand Total First Year \$73,200.00
1	Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, Unlimited GB website storage, 100GB/Month Bandwidth, SSL Certificate pre-paid annual fee: \$9,700.00

Implementation Phase:

Consultant shall ensure that all applications are ready for go-live. During the

Terms:

1. Payments: All Invoices are due according to payment schedule on page 2 of this agreement.

2. Additional content migration, if requested, is available for \$3 per web page or document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 10GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of California.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CITY understands that project completion date is highly dependent on their timely communication with Contractor. CITY also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Contractor customer portal found at <https://support.Contractor.com>.
 - b. During the project, CITY will respond to Contractor inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CITY understands that project timelines will be delayed if they do not respond to Contractor inquiries in a timely manner.
8. Contractor will provide a free redesign of the website in year 4 of the agreement. This assumes the CITY agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CITY owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Contractor does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. 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 prep of the site before go live. CITY will also have the ability to add new photos, content, and pages.

Application Integration:

The Following Applications & Features will be integrated into Your Website:

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, Contractor 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
- • Contractor Web Calendar
- • "Share This" Social Media Flyout App
- • Sliding Feature Bar
- • Language Translator

Citizen's Engagement Center Apps

- • Citizen Request Center with Captcha
- • Public Service Request
- • Online Interactive Forms (Public Records 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)

SERVICE LEVEL & CMS LICENSE AGREEMENT

1.1 Statement of Intent

The aim of this agreement is to provide a basis for close co-operation between The City of Redondo Beach, California (known in this agreement as *City*) and *Contractor Software Systems, LLC.*, for support services to be provided by *Contractor Software Systems, LLC.* to *City* and, thereby ensuring a timely and efficient support service is available to *City* end users. The objectives of this agreement are detailed in Section 1.2.

This agreement is contingent upon each party knowing and fulfilling their responsibilities and generating an environment conducive to the achievement and maintenance of targeted service levels.

1.2 Objectives of Service Level Agreements

1. To create an environment which is conducive to a co-operative relationship between *Contractor Software Systems, LLC.* and *City* to ensure the effective support of end users
2. To document the responsibilities of all parties taking part in the Agreement
3. To ensure that *City* achieves the provision of a high quality of service for end users with the full support of *Contractor Software Systems, LLC.*
4. To define the commencement of the agreement, its initial term and the provision for reviews
5. To define in detail the service to be delivered by *Contractor Software Systems, LLC.* and the level of service which can be expected by *City*, thereby reducing the risk of misunderstandings
6. To detail via a question list, information *Contractor Software Systems, LLC.* requires *City* to extract from end users prior to *Contractor Software Systems, LLC.* involvement
7. To institute a formal system of objective service level monitoring ensuring that reviews of the agreement are based on factual data

8. To provide a common understanding of service requirements/capabilities and of the principals involved in the measurement of service levels
9. To provide for all parties to the Service Level Agreement a single, easily referenced document which caters for all objectives as listed above

1.3 Review Procedure

This agreement will be reviewed one year from the date of commencement, or at a mutually agreed date, by *City* and Contractor Software Systems, LLC. The review will cover services provided, service levels and procedures. Changes to this agreement must be approved by both signatories.

1.4 Service Level Monitoring

The success of service level agreements depends fundamentally on the ability to measure performance comprehensively and accurately so that credible and reliable information can be provided to customers and support areas on the service provided.

Service factors must be meaningful, measurable and monitored constantly. Actual levels of service are to be compared with agreed target levels on a regular basis by both *City* and Contractor Software Systems, LLC. This is in reference to the agreed upon 99.99% detailed in item 2.5 of this agreement. In the event of a discrepancy between actual and targeted service levels both *City* and Contractor Software Systems, LLC. are expected to identify and resolve the reason(s) for any discrepancies in close co-operation.

Service level monitoring will be performed by *City*. If *City* suspects that response times for faults do not adhere to expected response times in table 2.2 they should provide information to Contractor in response to items in 4.2

Service level monitoring and reporting is performed on response times for faults, as specified in Section 3.4 of this agreement.

CITY RESPONSIBILITIES

2.1 Functional Overview

The purpose of this section is to detail the *City* responsibilities for the referral and resolution of all computer related faults and queries (supported products only) encountered by end users throughout the *City's* contracted services with *Contractor Software Systems, LLC*. This includes the following specific responsibilities:

- Provision of a main point of contact during *City* business hours.
- Extracting information from end users as per *Contractor Software Systems, LLC*. specified list of questions (detailed in section 4)
- Timely referral of faults to *Contractor Software Systems, LLC*. as per method detailed in section 4

- Fault resolution monitoring, and production and distribution of Service Level Monitoring reports as and when required

2.2 Response Times

Table 2.2 shows the priority assigned to faults according to the perceived importance of the reported situation. The priority assignment is to refer to the initial response to the City as per Section 2.3 of this document. The support level refers to the *City* guide for support available as illustrated in Section 2.3 of this document. *City* agrees and understands that, in rare cases, response times may be delayed due to an overabundance of tech support requests on the part of the *City* or Contractor customers, natural disasters, acts of God, etc.

	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

Table 2.2

2.3 City Guide for Support (Report Method Details) – Fault Matrix

Crisis

- Crisis issues are issues that make your website completely inoperable. In this case you should call our 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 your system partially inoperable. These requests can be submitted to our tech support team through phone or within our customer portal www.support.Contractor.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 you the ability to perform a core function of the system. These requests should be submitted to the customer portal www.support.Contractor.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.Contractor.com
- Example(s) include: General site irregularities, login issues, photo resizing, or image/graphic requests.

Requests for Service

- Requests for service are completed with the mindset that we do not “nickel and dime” our Citys. Your annual maintenance agreement includes requests for service that you and staff may not be able to do yourselves. These types of requests include new icons, graphics, buttons, photo editing, page types, and custom applications. Contractor will add in these services with no charge up to a level of reasonability beyond what is included in your contract. These requests should be submitted to the customer portal www.support.Contractor.com. If there is no charge, Contractor will complete the changes as requested. If there is any charge, we will respond to you with alternative free options or a quote for the additional work.

2.4 Priority Level Response/Resolution Times

Table 2.2 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 8 a.m. to 8 p.m. Eastern Time Monday to Friday, unless otherwise indicated in this document, or otherwise agreed upon by *City* and *Contractor Software Systems, LLC*.

The indicated response time represents the maximum delay between a fault/request being reported to the *Contractor Software Systems, LLC*. and a *Contractor Software Systems, LLC*. representative contacting the *City* by telephone or through the customer portal. The purpose of this contact is to notify the 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, Contractor will provide an estimated time of resolution

upon initial report from the City. If, after further investigation, Contractor determines the expected time to significantly change, Contractor will contact the City to discuss the details and new suspected time frame.

2.5 Website Application Availability Monitoring

Website application availability monitoring will be performed by *City* using software of their choice. If *City* suspects that website availability fails to meet the agreed upon threshold of 99.99% in any one month, they agree to immediately open a support ticket in the customer portal to notify *Contractor Software Systems, LLC.* of the issue.

Upon resolution of downtime issue, if *City* suspects the 99.99% was not met, *City* agrees to provide information to *Contractor Software Systems, LLC.* which includes SCOM report and a written narrative describing any details of the perceived downtime issue. Upon *Contractor Software Systems, LLC.* review and concurring thereof *Contractor Software Systems, LLC.* customer will be eligible for a credit equal to the monthly portion of annual services fee as set forth in table 2.5 below. This credit would be applied to the next invoice due. The credit will not be provided if support ticket was not opened or for issues caused by *City*.

Table 2.5 – Website Application Availability Credit Table		Credit % for Monthly Portion of Annual Services Fee
Website Application Availability %		
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%

Table 2.5

3. CONTRACTOR SOFTWARE SYSTEMS, LLC RESPONSIBILITIES

3.1 Functional Overview

Contractor Software Systems, LLC. is a provider of computing software maintenance service and support to the *City*.

3.2 Hours of Operation

A *Contractor Software Systems, LLC*. representative will be available to provide support functions between the hours of 8 a.m. and 8 p.m. Monday to Friday, public holidays excepted, unless alternative arrangements have been agreed to by *City*. The Contractor Customer portal is monitored 24 hours a day. Beyond the 8 a.m. to 8 p.m. EST Contractor does not guarantee response times. Response times through the customer portal officially begin at 8 a.m. EST and end at 8 p.m. EST. However, *Contractor Software Systems, LLC* does reserve the right to respond to requests outside of these hours.

3.3 Response Times

The *Contractor Software Systems, LLC*. will accept the priority assigned to a fault by *City*, as per Fault Matrix in 2.3 and Priority Assignment criteria in 4.1.

3.4 Service Level Targets

The *Contractor Software Systems, LLC*. will respond within the time specified by the priority allocation. *City* will issue reports as and when required to the *Contractor Software Systems, LLC*. Support staff for the purpose of gauging *Contractor Software Systems, LLC*. performance.

3.4 Website Application Availability

The *Contractor Software Systems, LLC*. agrees to a live website availability threshold of 99.99% of the time in a calendar month. It is understood that *Contractor Software Systems, LLC* 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. Eastern Standard Time. *City* may request other updates/features that necessitate downtime as well. *Contractor Software Systems, LLC* will notify *City* when expected downtime is greater than 15 minutes.

4. SUPPORTED PRODUCTS / APPLICATIONS / SYSTEMS

Software Products Supported:

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

Contact Details:

Customer Portal:

Email (Unofficial Channel):

Live Phone Support: 248-269-9263

www.support.Contractor.com

Support@Contractor.com

Priority Assignment Criteria:

As assigned by the *City* fault matrix in section 2.3 of this document. This response time is to indicate the initial telephone, email, or support portal response by *Contractor Software Systems, LLC.*, as described in Section 2.4 of this document, 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 *Contractor Software Systems, LLC.* At support.Contractor.com
- Telephone contact by *City* operator.

4.2 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 a *Contractor Software Systems, LLC.* representative will notify *City* by telephone, email, or customer portal of the completion of the fault/request. If applicable, within 48 hours of resolution *Contractor Software Systems, LLC.* will provide *City* with details of resolution.

Other (Details):

Contractor Software Systems, LLC. maintains a real-time project support portal where fault issues can be reported by the *City*. This portal can be found at support.Contractor.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 Contractor.

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, they will check in at least once per week to answer any follow up questions from *Contractor*. If there are no outstanding issues this is not required. For a general update request, *City* will make request notating each outstanding fault they would like an update on. *Contractor* will respond with details of current status and return the report to *City* within 72 hours of receipt of the report.

5. CONTRACTOR CMS LICENSE**5.1 Enterprise Contractor CMS License**

As part of this agreement Contractor Software Systems, LLC. will provide to the CITY a full Enterprise Contractor CMS Software license. This software is a proprietary software built and maintained by Contractor Software Systems LLC. and is intended to allow for the CITY to easily update the content of their website. CITY agrees that this license will only be used to maintain the websites included in this agreement. Sharing of the content management system, by the CITY, with other entities not identified in this agreement is prohibited.

Contractor will maintain, update, and host the Contractor CMS during the contract period. In the event that the contract is terminated, for any reason, Contractor will provide the latest version of the Contractor CMS to the CITY, provided all payments for the entire length of the contract is fully paid. Notice of termination must be in writings and given to the non-terminating party at least 30 days prior to the effective date of termination. This system will then have the ability to be hosted and used by the CITY as long as they wish. Contractor will provide reasonable support in transferring the CMS system to the CITY's decided upon hosting architecture.

Products Provided to City Include:

- · Contractor CMS License
- · Hosted Website
- · Source Files
- · All Included Contractor Web Applications

EXHIBIT "B"

SCHEDULE FOR COMPLETION

Term. The term of this Agreement shall commence November 8, 2022 and expire November 7, 2025 ("Term"), unless otherwise terminated as herein provided. With two (2) additional one (1) year extensions upon written agreement by parties.

EXHIBIT "C"
COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** First-year costs, inclusive of implementation and application integrations total \$73,200.00 with an Annual Hosting & Maintenance Fee of \$9,700.00 per year. The total not to exceed amount for this Agreement is \$120,000.

Payment Amount	Payment Date	Includes
\$ 36,600.00	Upon Completion of Phase 2	50% 1 st Year Project Costs
\$ 36,600.00	Upon Completion of Phase 7	50% 1 st Year Project Costs
\$ 9,700.00	10/31/2023	Year 2 of Annual Hosting & Maintenance
\$ 9,700.00	10/31/2024	Year 3 of Annual Hosting & Maintenance
\$ 9,700.00	10/31/2025	Year 4 of Annual Hosting & Maintenance
\$ 9,700.00	10/31/2026	Year 5 of Annual Hosting & Maintenance

2. **METHOD OF PAYMENT.** Contractor shall provide invoices indicating the services and tasks performed during the prior month to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.

3. **SCHEDULE FOR PAYMENT.**

The above-listed Total Year 1 will be invoiced in accordance with the following milestones:

50% of 1st year project Costs upon Completion of Phase 2

50% of 1st year project Costs upon Completion of Phase 7

For subsequent annual periods, the Service fees are due and payable annually in advance of the renewal date.

4. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

Contractor Joseph Nagrant
Business Development Director
Contractor Software Systems
150 Kirts Blvd.
Troy, MI 48084
248-269-9263

City Luke Smude
Assistant to the City Manager
415 Diamond Street
Redondo Beach, CA 90277
310-918-0695

All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by registered or certified mail. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party.

EXHIBIT “D”

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant’s indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers’ Compensation insurance as required by the State of California.

Employer’s Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The City, its officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.