

Project Name: City Website, Intranet, and CMS

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF THOUSAND OAKS
AND
JESSE JAMES CREATIVE, a division of OrgCentral Labs, Inc.**

THIS AGREEMENT is made and entered into this 28th day of February, 2023, by and between **CITY OF THOUSAND OAKS**, a municipal corporation ("City"), and Jesse James Creative, a division of OrgCentral Labs, Inc. ("Consultant"). City and Consultant agree as follows:

1. RETENTION OF CONSULTANT

City hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with new city website creation. Services and deliverables shall generally include website design, creation, and hosting and are more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

City shall perform the services defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by City for the services under this Agreement **SHALL NOT EXCEED** the sum of \$220,000 (herein "not-to-exceed amount"), and shall be earned as the work progresses on the following basis:

On a percentage basis in accordance with the schedule set forth in Consultant's Schedule of Fees, attached as Exhibit "B" and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon Consultant for the term of this Agreement, after which any change in the rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase

request), provided the not to exceed amount is the total compensation due Consultant for all work described under this Agreement.

(b) **Payment.** Consultant shall provide City with written verification of the actual compensation earned, in a form satisfactory to City's Project Manager. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within 30 days after City's approval of the invoice.

(c) **Extra Services.** Additional work not reasonably encompassed by the Scope of Services described in Section 2 may be agreed upon only by execution of a written Amendment to this Agreement. No liability or right to compensation for extra services shall exist without such Amendment. Unless otherwise stated in the Amendment, applicable rates for extra services shall be at the rates set forth in Exhibit "B."

4. CITY PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, City's "Project Manager", as that staff person is designated by City from time to time, and who presently is Alexandra South, Director of Strategic Communications and Public Engagement.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from February 28, 2023 to February 28, 2024, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) City's Project Manager gives written authorization to proceed with the work. All services shall be completed within the term of this Agreement.

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum and the work product covered by Section 9 below), including duplication of same prepared by Consultant in the performance of these services, are the property of City. City shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by City. City agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes

other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT

This Agreement is for professional services, which are personal to City. James Tormey is deemed to be especially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should said individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement.

This Agreement is not assignable by Consultant without City's prior written consent.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds City, its elected officials, officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Consultant shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, agents, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Consultant, or should City otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse City its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay City any final judgment rendered against City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are

intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of City.

(c) Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Section 9.

9. OWNERSHIP AND INTELLECTUAL PROPERTY (IP)

The software source code that will be used for this project is OrgCentral, a SaaS product invented, developed and solely owned by OrgCentral Labs, Inc. / JesseJames Creative.

"Software" includes the executable computer programs, the source code, any related printed, electronic and online documentation and any other files that may accompany the product.

Intellectual property (IP) rights and ownership of the platform remain the sole property of the Consultant. This IP includes the look and feel of the Software and extends to all aspects of the administrative portion of the website including admin screen designs, workflows, database schemas, presentation logic, content models, page construction logic and the features and functionality of all modules. All of the aforementioned elements, remain the sole and exclusive property of Consultant and may not be repurposed, resold or repackaged (for a fee or not) in any way for use by any individual or entity besides City.

Under this Agreement, Consultant grants to the City a perpetual, non-exclusive and non-transferable license (the "License") to use OrgCentral ("Software"). This license will be granted with the understanding that said IP may only be used to manage, enhance or improve City's website. The software will be delivered "As-is" and will not be updated unless a separate maintenance agreement is put into place. City will NOT be granted the right to resell, donate or repurpose said OrgCentral IP for any other entity without the

express written permission of OrgCentral Labs/JesseJames Creative.

The Software may not be modified, reverse-engineered, or de-compiled in any manner if not solely for use by City. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

10. CONTENT LIABILITY

Being as the Content Management tools to be provided under this contract are fully self-service in nature and will be run exclusively by City staff and/or their authorized agents, Consultant shall in no way and under any circumstances be held liable for the misuse of these publishing tools. This includes the propagation of malware or other malicious software or the publishing of any content that may be considered offensive, racist, sexual in nature or derogatory to anyone who may interact with the website, except where such publication is due to failure of Consultant's platform resulting in a breach. Consultant shall in no way be held responsible for content of any type including, but not limited to, text, external links, attachments, photos or video posted by the City, its staff, agents, volunteers, board members, or the community via the CMS or any publicly accessible publishing method including, but not limited to: commenting engines, discussion boards and social media feeds.

11. CONTENT CONDITIONS

Consultant shall not be responsible for delays by City once the site and CMS are completed, admin access is provided and initial staff training sessions have occurred.

12. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Worker's Compensation:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry workers' compensation statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for bodily injury or disease. Consultant shall submit

to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its elected officials, officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subcontractors.

(c). **Professional Errors and Omissions Insurance:** Consultant shall, at Consultant's sole cost and expense throughout the term of this Agreement, and any extensions thereof, carry professional errors and omissions coverage of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate, with tail coverage for an extended reporting period of three (3) years.

If Consultant maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

City, its elected officials, officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering City as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of City as required in written contract or agreement

before City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant, or City will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, City may cancel this Agreement.

City's Right to Revise Specifications

City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects City, its elected officials, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to City).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected officials, officers, agents, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to City prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date, Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide City with copies of certificates (on City certificate form or an Accord form as modified per City direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to City. All certificates and endorsements are to be received and approved by City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

13. RELATION OF THE PARTIES

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by City, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

15. TERMINATION BY CITY

City may terminate without cause any or all of the services agreed to be performed under this Agreement upon **30** calendar days' written notice. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation

to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

17. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four years beyond the termination of this Agreement. Consultant agrees that City, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse City for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

18. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

19. CONFLICT OF INTEREST

Consultant is unaware of any City employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any City employee or official.

20. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

21. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

22. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

23. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as most recently issued by the Internal Revenue Service.

24. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

25. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval of the City and Consultant.

26. USE OF THE TERM "CITY"

Reference to "City" in this Agreement includes the City Manager or any authorized representative acting on behalf of City.

27. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

28. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

29. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and binds said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

30. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

31. PARTIAL INVALIDITY

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

32. **NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention:
 Alexandra South, City Manager's Office
 City of Thousand Oaks
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362

TO CONSULTANT: Attention:
 Jim Tormey
 Vice President
 JesseJames Creative
 127 West 24th St.
 New York, New York 10011
 212-675-7424

33. **SIGNATURES**

(a) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument.

(b) **Scanned Signatures.** In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

(c) **Digital/Electronic Signatures.** This Agreement may be executed through the use of digital or electronic signatures provided they meet the requirements of the Electronic Signatures in Global and National Commerce (ESIGN) Act and the California Uniform Electronic Transactions Act (UETA) and are produced using a City-approved method. The presence of an electronic signature on this document shall be construed as the parties' consent to do business electronically.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

JESSE JAMES CREATIVE

By: James Tormey
Title: Vice President

CITY OF THOUSAND OAKS

Kevin McNamee, Mayor

ATTEST:

Laura B. Maguire, City Clerk

APPROVED AS TO ADMINISTRATION:

Andrew P. Powers, City Manager

APPROVED BY DEPARTMENT HEAD:

Alexandra South, Director of Strategic Communications and Public Affairs

APPROVED AS TO FORM:

Office of the City Attorney

Tracy Friedl, Assistant City Attorney

CMO: 160-75/H:COMMON/Council Items/2023/022823/022823 Website RFP Attch 1

EXHIBIT A SCOPE OF WORK

Website Implementation Stages and Project Schedule

Consultant shall provide all labor, materials, and expertise necessary to create and host a new City website.

The table below shows the projected development and launch schedule along with a list of key deliverables/milestones.

1. Discovery, Planning and Strategy

Estimated Timeframe: 4-5 weeks

- A. Consultant shall execute full branding and positioning workshops with City senior and department staff and other key stakeholders including area residents and local businesses.
- B. Consultant shall complete competitive survey/best practices review.
- C. Consultant shall make recommendations regarding implementation of all web site features:
 - I. on and offline communication strategies
 - II. value-added content areas
 - III. user generated content possibilities
 - IV. content aggregation strategies
 - V. Personalization
 - VI. additional online tools
 - VII. push components
 - VIII. additional items as uncovered during the process

2. Information Architecture

Estimated Timeframe: 5-7 Weeks

- A. Consultant shall create a comprehensive site map and wireframe diagrams detailing all content areas (and how they interrelate).
- B. Consultant shall evaluate the site's overall navigational schema.

3. Functional Specification

Estimated Timeframe: 3-4 Weeks

Consultant shall:

- A. Provide a detailed description of all site functionality and features (front- and back-end).
- B. Provide a final data model to support content and functionality as well as any required business logic.
- C. Full integration of ADA compliance tools to help maintain high-level compliance for the site's lifecycle.

3. Design and Art Direction

Estimated Timeframe: 4-5 Weeks

Consultant shall:

- A. Collaborate with the City team on full creative exploration.
- B. Present 2-3 distinct visual solutions for consideration during the initial design exploration. All elements of the design and of the user experience will integrate tightly with City branding standards.
- C. Orchestrate live and online sessions to gather stakeholder feedback on the design as well as the usability of the CMS.
- D. Explore the options around custom photography/illustration and cost addition to the project

4. System Build

Estimated Timeframe: 8-10 Weeks

Consultant shall:

- A. Execute all front- and back-end programming to enable the interface and feature set as described for the public site and the administrative toolset.
- B. Engage in customization and implementation of the CMS system and other administrative applications.
- C. Once the CMS is ready, Consultant shall complete content migration, QA, testing and delivery to production server.

5. Training

Estimated Timeframe: 2-3 Weeks

- A. An actual training plan shall be developed by Consultant and Project Manager near the halfway point of the project.
- B. Consultant shall establish an 'Office Hours' schedule to create designated times for brainstorms, idea development/discussion, and additional questions as needed through launch. Additional hours needed would be determined post launch.

7. Hosting

- A. Hosting needs are to be determined as the site build progresses
- B. Additional scope will be added at a later date with hosting specifics
- C. Consultant shall provide a production server for website testing

8. Launch

Estimated Timeframe: 2 Weeks (to be complete by January 14, 2024).

- A. Consultant shall move website to a production server.

- B. Consultant shall install necessary software, make configuration changes, and transfer code
- C. City may migrate additional content into the new website
- D. Consultant to provide quality assurance process to ensure site transferred correctly, including a comprehensive check for broken links.
- E. Consultant to ensure website goes live.

9. Post-Launch Support

- A. Consultant shall participate in regular meetings as determined with the Project Manager to address bugs, user concerns, and other typical issues related to the release of a new website.

EXHIBIT B

Payment

Fees for the project are payable as follows, invoices will be submitted 2 weeks prior to the estimated completion date:

- 40% at project kickoff- \$66,100
- 20% at presentation of functional specifications/wireframes- \$33,050
- 10% at presentation of initial design concepts- \$16,525
- 5% at presentation of the coded HTML pages- \$8,262.50
- 10% at presentation of the alpha site and CMS- \$16,525
- Balance net 30 after launch.

Discovery: Planning/Strategy/Information Architecture **\$15,000**

Information gathering, facilitate ideation workshops covering personas and journey mapping, usability, audience needs and feature sets with key stakeholders (City departmental staff, officials, businesses and residents), content audit, strategic recommendations, best practices review, third party app review, detailed site information architecture (sitemap and wireframes), functionality/requirements specifications.

Creative Development **\$40,500**

Creative exploration and development the City site and the Library subsite; design all aspects of the websites' user interface-from branding to flow to nav schemas to content strategy. Creation of all comps and demos during development. Design of all key page types including department landing pages and module-driven layouts.

Project Management **\$15,000**

General project management, meeting time, etc.

Programming and Development **\$90,250**

Technical Specification, HTML (presentation layer) coding, database development and scripting, Content Management System development, QA, testing, server provisioning, etc. Also includes a 80-hour allowance for content migration/propagation across both sites.

System Training **\$4,500**

Hands-on group training sessions in person and/or via Zoom with City staff (up to 40 hours in total) Note: If training is done in Thousand Oaks (please!), minimal travel/per

diem expenses will apply and will be pre estimated and presented for approval.

Estimated one-time fees: **\$165,250**

Hosting: \$750 monthly (24 Months) **\$18,000**

The hosting package shall include a guaranteed 99.99% uptime SLA and 24/7 emergency support. Consultant shall have an extensive and highly efficient disaster remediation plan in place and can recover from a full server failure and have the site restored and back up on a new box in the data center within one hour. Consultant shall maintain development and production servers as well as a separately hosted code repo. Excessive downtime (more than one hour) or service interruption shall be reimbursable by an hourly rate of the hosting fee.

Extra Services **\$34,750**

The following rates shall apply for any work quoted outside of the scope or not included in the prices stated above. No work shall be done without prior City approval.

Staff Needed To Complete Requested Additional Task	Rate Per Hour
Principal/Creative Director	\$165.00
Project Manager	\$125.00
Art Director	\$125.00
Designer	\$100.00
Production Artist	\$70.00
Technical Lead	\$125.00
Programmer	\$100.00
Admin Staff	\$65.00
Photography/Illustration*	TBD upon request

*Should additional photography (stock or commissioned) be necessary per City request, those fees will be estimated and billed separately upon arrival at final creative direction.