



# City of San Leandro

Meeting Date: March 15, 2021

## Staff Report

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**File Number:** 21-126

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.D.

**TO:** City Council

**FROM:** Fran Robustelli  
Interim City Manager

**BY:** Jeff Kay  
City Manager

**FINANCE REVIEW:** Susan Hsieh  
Finance Director

**TITLE:** Staff Report for a City of San Leandro City Council Resolution to Approve a Consulting Services Agreement with CivicPlus for Design and Implementation of a New City Website for \$78,873.56

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### SUMMARY AND RECOMMENDATIONS

Staff recommends that the City Council approve a resolution authorizing the City Manager to execute a Consulting Services Agreement with CivicPlus for the services needed to replace the City's website. The contract is for \$78,873.56.

### BACKGROUND

The City website is the primary digital tool to engage with the public and to share information regarding City operations and services. The current website's Content Management System (CMS) is used by all City departments to create, share, and publish information to the public. All content is updated and managed by the respective City departments with general oversight and support from the IT Division. The current CMS, hosted by Civica (which was acquired by Granicus), was implemented in 2011 and retrofitted for mobile-friendly design in 2015 and 2017.

The 2020 Covid19 pandemic and subsequent shelter in place orders expedited the need to provide digital services and engage with the public more online. Members of the public who live, work or visit San Leandro need access to information about the services provided by the City of San Leandro. The current website serves as a digital hub to share information with the public but lacks functionality to provide digital services. The goals of the website update project are:

- City of San Leandro's website will provide the public with access to digital services. In addition to finding needed information, the public will be able to engage with the City, submit requests, and initiate processes. The City's website should be easy to navigate, user centered and accessible to all individuals served by the City of San

Leandro.

- The City’s website should incorporate a “mobile first” design to provide accessibility for all device users and to reflect the increased use of mobile devices to access the internet.

### **Analysis**

Several areas of the existing City website need improvement and additional functionality that could greatly increase the effectiveness of the City website. The goal of this project is to shift the City website from an information portal to a digital services hub. This new project aims to update both the design and functionality to improve both the public’s experience as well as for staff to update content.

In August 2020, staff issued a Request for Proposals (RFP) to solicit competitive bids to identify a vendor for the website update project. Twenty-two proposals were received, which were carefully reviewed by the evaluation team, comprised as a cross-functional group with representatives from all City Departments. Supplemental questions were sent to the top candidates and finalist interviews were conducted with the top four candidates. While all four finalists met all the criteria and needs of the project, CivicPlus is recommended for the award.

CivicPlus was selected by Staff for its product features, including communications tools and user accounts, consultation services for design, and its deep experience working with municipal clients. CivicPlus also had a competitive project cost.

The following improvements and enhancements are identified as part of the Scope of Services:

- **Enhanced Digital Services**
  - Improving digital services includes the implementation of fillable forms and backend workflow for processing.
  - Integrate secure online payments for appropriate services that would allow members of the public to provide payment online through payment processor integration.
- **Enhanced Communication Tools**
  - Allow the public to sign up for notifications and targeted communication based on specific criteria (e.g. projects, districts, topic).
  - An event calendar as well as opportunities to promote and provide registration for City events.
  - Ability to have on-screen alerts for important messages across the entirety of the website.
  - Ability to engage with visitors including easy to use polls and surveys.
  - Seamless integration of dynamic content including videos and interactive tutorials.
  - Integration with social media, such as Facebook, Twitter, etc.
- **Easy to use CMS**
  - Ease of use should be determined by how well an individual with minimal experience updating content on a website is able to learn and use the system.

- Templates are desired to maintain a consistent look and feel across the website and to easily allow new pages to be created and launched
- **User Accounts and Integration**
  - A system that would allow residents to create accounts on the website to access various services, including signing up for newsletters and communications, getting notifications for events and alerts, etc.
  - An integrated user experience with other City online services.
- **Site Search**
  - Website search functions should go beyond a keyword search and work similar to an auto suggest or based on common user behavior on website.
- **Multilingual**
  - The site must have the ability to display in multiple languages
- **Content Delivery Network (CDN).**
  - A website that can be hosted by a leading CDN to provide improved performance and security protection against DDoS and similar cyber attacks
- **Chatbot for Customer Support**
  - Need for integrating a Chatbot on the City website that can provide 24/7 customer service and support.
- **Training**
  - Training should be provided for site administrators as well as content publishers. Training should include best practices for managing the website with a decentralized structure.

### **Legal Analysis**

The City Attorney's office reviewed and approved the purchase agreements as to form.

### **Fiscal Impacts**

The total one-time cost of the project is \$78,873.56. This includes full implementation of the services described above. Staff recommends using the fund balance of Fund 688 for this one-time expenditure.

Beginning in Year 2, the annual cost to maintain and support the website will be \$16,038.53. This will be partially off-set by the cancellation of the current website CMS contract with Granicus, which is valued at \$9,145.00 per year.

### **Budget Authority**

This project appropriation will come from the Information Technology Fund Balance (Fund 688). Future maintenance will be requested as a line item in the proposed budget and paid from

Account 688-13-001-5311.

**PREPARED BY:**

Ramya Sankar, Innovation Technology Analyst  
Information Technology Division in the City Manager's Office



# City of San Leandro

Meeting Date: March 15, 2021

## Resolution - Council

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**File Number:** 21-127

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Fran Robustelli  
Interim City Manager

**BY:** Fran Robustelli  
Interim City Manager

**FINANCE REVIEW:** Susan Hsieh  
Finance Director

**TITLE:** RESOLUTION of the City of San Leandro City Council to Approve a Consulting Services Agreement Between the City of San Leandro and CivicPlus for Design and Implementation of a New City Website; and Authorizing the Appropriation of \$78,873.56 from the fund balance of Fund 688

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WHEREAS, an agreement between the City of San Leandro and CivicPlus, copies of which are attached hereto and made a part hereof, is presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro RESOLVES as follows:

The City Manager is hereby authorized and directed, on behalf of the City Council of the City of San Leandro, to execute payment on behalf of the City, in a form approved by the City Attorney; and

The City Manager is authorized to take all actions necessary or appropriate to carry out and implement the terms of the agreement and to administer the City's obligations, responsibilities and duties to be performed under the agreement; and

That said agreement with CivicPlus in the amount of \$78,873.56 is hereby approved and execution by the City Manager is hereby authorized; and

That an appropriation of funds in the amount of \$78,873.56 from the 688 Fund Balance to the IT Operating Budget (Account 688-13-001-5120) is hereby authorized.

### Attachment(s) to Resolution

- Consulting Services Agreement Between the City of San Leandro and CivicPlus for Design and Implementation of a New City Website in the Amount \$78,873.56

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
CivicPlus  
FOR  
Website Update Project**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro (“City”) and \_\_\_\_\_ (“Consultant”) (together sometimes referred to as the “Parties”) as of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on \_\_\_\_\_, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City’s right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant’s obligations hereunder.
- 1.5 **City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Consultant’s attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Consultant must submit completed self-certification form and comply with the LWO if covered.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \_78,873.56\_, notwithstanding any contrary indications that may be contained in Consultant’s proposal, for

services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**[NOTE TO STAFF: THE FOLLOWING PROVISIONS OF THIS SECTION MAY BE ALTERED AS NECESSARY TO FIT THE CIRCUMSTANCES OF A PARTICULAR AGREEMENT.]**

- 2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:
- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
  - The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
  - The Consultant's signature;
  - Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and



the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

- 2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$\_\_\_\_\_. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**[NOTE TO STAFF: SECTION 3 MAY BE MODIFIED AS NECESSARY FOR THE TYPE OF WORK.]**

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**[NOTE TO STAFF: THE FOLLOWING PROVISIONS OF THIS SECTION MAY BE ALTERED AS NECESSARY TO FIT THE CIRCUMSTANCES OF A PARTICULAR AGREEMENT. PLEASE CONFIRM WITH RISK MANAGEMENT.]**

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid or proposal. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence to City that such insurance is in effect. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

**4.1 Workers' Compensation.**

**4.1.1 General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$\_\_\_\_\_ [dollar amount to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required] per accident. In the alternative, Consultant may rely on a self-insurance program to meet these requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agents, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$\_\_\_\_\_ and automobile liability insurance for the term of this Agreement in an amount not less than \$\_\_\_\_\_ [**dollar amounts to be determined based on nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations

performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.

- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, 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.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$ \_\_\_\_\_ [**dollar amount to be determined based on the nature of the work—if no extenuating circumstances exist, \$1,000,000 is typically required**] covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### **4.4 Cyber Liability Insurance.**

**4.4.1 General Requirements.** Consultant, at its own cost and expense, shall maintain cyber liability insurance for the term of this Agreement in an amount not less than \$1,000,000.00 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; invasion of privacy violations; information theft; damage to or destruction of electronic information; release of private information; alteration of electronic information; extortion; and network security. The policy shall provide coverage for liabilities for financial loss resulting or arising from acts, errors, or omissions, in rendering technology services:

- Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended;
- Data theft, damage, unauthorized disclosure, destructions, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential City information in whatever form, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on third party computer systems;
- Loss or denial of service;
- No cyber terrorism exclusion;

Such coverage must include technology/professional liability including breach of contract, privacy and security liability, privacy regulatory defense and payment of civil fines, payment of credit card provider penalties, and breach response costs, including without limitation, notification costs, forensic analysis, credit protection services, call center services, identity theft protection services, and crisis management/public relations services.

- 4.4.2 Claims-Made Limitations.** The following provisions shall apply if the cyber liability coverage is written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - b. Insurance must be maintained, and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
  - d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.
- 4.4.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.
- 4.4.4 Submittal Requirements.** To comply with Subsection 4.4, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

**4.5 All Policies Requirements.**

- 4.5.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 4.5.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.5.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee

satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.5.4 Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).

**4.5.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

**4.5.6 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 be subject to all of the requirements stated herein.

**4.6 Submittal of Proof of Insurance Coverage.** All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be electronically submitted through the City’s online insurance document management program, PINS Advantage. Contractor shall comply with all requirements provided by City related to the PINS Advantage program.

**4.7 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5.** **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6.** **STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3;

however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this



Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon \_\_\_\_\_ days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

**8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to

the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant

understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

At City's sole discretion, Consultant may be required to file with the City a Form 700 to identify and document Consultant's economic interests, as defined and regulated by the California Fair Political Practices Commission. If Consultant is required to file a Form 700, Consultant is hereby advised to contact the San Leandro City Clerk for the Form 700 and directions on how to prepare it.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by \_\_\_\_\_ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:  
\_Solomon Grover [grover@civicplus.com]

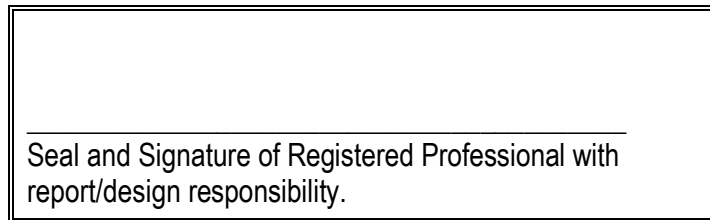
\_\_\_\_\_  
\_\_\_\_\_

Any written notice to City shall be sent to:  
\_Ramya Sankar [rsankar@sanleandro.org]\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



**10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, C, and D [and E] **[ENSURE THAT THE CORRECT EXHIBITS ARE LISTED]** represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification <b>[NOTE TO STAFF: USE VERSION 1 OR 2]</b>
<u>Exhibit D</u>	COVID-19 Compliance Requirements

**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

[NAME OF CONSULTANT]

\_\_\_\_\_  
Frances Robustelli

\_\_\_\_\_  
, Interim City Manager [NAME, TITLE]

Attest:

\_\_\_\_\_  
Consultant's DIR Registration Number  
(if applicable)

\_\_\_\_\_  
Leticia I. Miguel, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

\_\_\_\_\_  
Susan Hsieh, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

Per Section 10.7: Form 700 Required

\_\_\_\_\_  
[Name, Title of Department Head]

**EXHIBIT A**

**SCOPE OF SERVICES**

Activity	Description	Sample Start Date	Sample Due Date	Estimated Days
<b>INITIATE</b>				
Project Initiation	CivicEngage completes administrative work to prepare for project.	3/15/21	3/19/21	4
Project Kickoff Meeting	CivicEngage meets with client to set expectations for website implementation process and assign Client Deliverables.	3/22/21	4/2/21	11
Planning & Scheduling	CivicEngage coordinates project timeline and resources.	4/5/21	4/9/21	4
Site Map Creation	CivicEngage creates site map documenting existing website.	4/5/21	4/9/21	4
Project Timeline Approval	Client submits Project Timeline Approval Form. <a href="http://civicplusedemo.com/timelineapproval">http://civicplusedemo.com/timelineapproval</a>	4/12/21	4/16/21	4

Consulting Engagement Coordination	Consultant will review documentation and connect with client to discuss Consulting schedule, logistics and technology requirements to prepare for engagement. Consultant completes internal coordination for engagement.	3/22/21	4/16/21	25
<b>ANALYZE</b>				
Client Deliverables	Client submits deliverables as outlined. <a href="http://civicplusedemo.com/deliverablesguide">http://civicplusedemo.com/deliverablesguide</a>	4/5/21	4/30/21	25
Design Discovery Form	Client submits Design Discovery Form. <a href="http://civicplusedemo.com/designdiscovery">http://civicplusedemo.com/designdiscovery</a>	4/5/21	4/30/21	25
Website Analytics	If available, client uploads current website analytics to SharePoint.	4/5/21	4/30/21	25
Photos for Design	Client uploads photos to SharePoint.	4/5/21	4/30/21	25
Logo & Branding Materials	Client uploads logo and / or branding materials to SharePoint.	4/5/21	4/30/21	25
DNS Form	Client submits DNS Form. <a href="http://civicplusedemo.com/dnsform">http://civicplusedemo.com/dnsform</a>	4/5/21	4/30/21	25



Website Content Review	CivicEngage conducts review of existing website.	5/3/21	5/7/21	4
Design Discovery Meeting	CivicEngage meets with client to discuss design preferences and strategy.	5/3/21	5/7/21	4
Content Process Meeting	CivicEngage meets with client to provide overview of content development process and assign tasks for content preparation.	5/10/21	5/14/21	4
Mood Board & Layout Creation	CivicEngage prepares layout and mood board.	5/10/21	5/14/21	4
Mood Board & Layout Approval	Client submits Layout & Mood Board Approval Form. <a href="http://civicplusdemo.com/layoutapproval">http://civicplusdemo.com/layoutapproval</a>	5/17/21	5/28/21	11
Website Design	CivicEngage prepares design to present during Design Concept Meeting.	5/31/21	6/18/21	18
Design Creation	CivicEngage creates design concept.	5/31/21	6/4/21	4
Additional Design	V5 Banners (x10)	6/7/21	6/11/21	4

Quality Control - Design	CivicEngage reviews website design.	5/31/21	6/4/21	4
Design Setup	CivicEngage applies prepared design to functioning production website.	6/7/21	6/11/21	4
<b>DESIGN &amp; CONFIGURE</b>				
Quality Control - Design Setup	CivicEngage reviews design setup.	6/14/21	6/18/21	4
Design Concept Meeting	CivicEngage meets with client to review design concept in working production environment.	6/21/21	6/25/21	4
CIVIL SPACE				0
Training Coordination	CivicPlus will coordinate with client and Civil Space to schedule client training for after the project content cut-off date.	6/14/21	6/29/21	15
Community Engagement Survey Deliverables	Client will submit survey question selections, logo, and brand color to project team.	6/14/21	7/9/21	25

Civil Space Implementation and Setup	CivicPlus will create and configure CivilSpace instance: branding, citizen root, and project hub for Website project. Project Manager will customize Community Engagement survey based on client question selections. Production Design can provide graphic conversion for logo file upon request.	7/12/21	7/16/21	4
Content Preparation & Updates	Client reviews and updates existing website in preparation for content development. *Updates must be made prior to due date to be included in Content Implementation.	5/17/21	7/23/21	67
Design Concept Revisions	If applicable, CivicEngage makes requested changes to Design Concept. *Allow five business days from request to receive completed changes.	6/28/21	7/23/21	25
Design Concept Approval	Client submits Design Concept Approval Form. <a href="http://civicplusdemo.com/designapproval">http://civicplusdemo.com/designapproval</a> *Formal approval must be received by due date of this task. Submit requested changes to design as soon as possible. Allow five business days from request to receive completed changes.	6/28/21	7/23/21	25
Consultant Engagement	Consultant delivers product consulting. (Virtual Alignment 2 days )	4/19/21	7/23/21	95

<b>DEPARTMENT HEADER PACKAGE</b>				
Client Deliverables	Client will submit deliverables as outlined.	7/19/21	7/23/21	4
Department Header Package Worksheet	Client will complete the Department Header Package Design Form.	7/19/21	7/23/21	4
Photos for Design	Client will submit 10-20 high-resolution images for possible use in the homepage website design. These may be used in the website background, homepage slideshow, etc.	7/19/21	7/23/21	4
Logos & Branding Materials	Client will provide any branding guidelines and / or imagery that should be used in the website design - logo, seal, color palette, branding guide, etc.	7/19/21	7/23/21	4
DNS Worksheet	Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. <a href="http://civicplusedemo.com/dnsform">http://civicplusedemo.com/dnsform</a> "	7/19/21	7/23/21	4
<b>DEPARTMENT HEADER PACKAGE</b>				
Client Deliverables	Client will submit deliverables as outlined.	7/19/21	7/23/21	4

Department Header Package Worksheet	Client will complete the Department Header Package Design Form.	7/19/21	7/23/21	4
Photos for Design	Client will submit 10-20 high-resolution images for possible use in the homepage website design. These may be used in the website background, homepage slideshow, etc.	7/19/21	7/23/21	4
Logos & Branding Materials	Client will provide any branding guidelines and / or imagery that should be used in the website design - logo, seal, color palette, branding guide, etc.	7/19/21	7/23/21	4
DNS Worksheet	Client will complete the DNS Worksheet to provide details needed to complete setup of website domain. <a href="http://civicplusedemo.com/dnsform">http://civicplusedemo.com/dnsform</a> "	7/19/21	7/23/21	4
Design Templates & Tools	CivicEngage creates templates and design tools for website maintenance.	7/26/21	7/30/21	4
Training Engagement Coordination	Trainer connects with client to discuss training schedule, logistics and technology requirements for engagement.	7/19/21	7/30/21	11
Website Content	CivicEngage migrates content from client's existing website to production website according to best practices.	7/26/21	8/13/21	18

Content Implementation Setup	CivicEngage prepares project for migration process.	7/26/21	7/30/21	4
Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	7/26/21	7/30/21	4
Website Content Review	Web Content Specialist will conduct an initial review of the client's existing website or pages and send recommended global navigation and buttons to the Project Manager.	7/26/21	7/30/21	4
Content Implementation	CivicEngage migrates content from existing website to production website and applies best practices.	8/2/21	8/6/21	4
Department Header Design	Creative Services team will prepare a functioning design based on the styles and requests discussed in the Design Discovery Meeting.	8/2/21	8/20/21	18
Premium DHP - Design Creation	Production Designer will create the Design Concept for the Department Header Package.	8/2/21	8/6/21	4

Quality Control - Design	Assitant Manager of Production Design (and/or Art Director) will review, provide feedback and approve the website design prior to it being sent to the Project Manager. Project Manager will review final design. If needed, the Production Designer will make the requested adjustments.	8/2/21	8/6/21	4
Department Header Design	Creative Services team will prepare a functioning design based on the styles and requests discussed in the Design Discovery Meeting.	8/2/21	8/20/21	18
Premium DHP - Design Creation	Production Designer will create the Design Concept for the Department Header Package.	8/2/21	8/6/21	4
Quality Control - Design	Assitant Manager of Production Design (and/or Art Director) will review, provide feedback and approve the website design prior to it being sent to the Project Manager. Project Manager will review final design. If needed, the Production Designer will make the requested adjustments.	8/2/21	8/6/21	4
Quality Control - Content	CivicEngage reviews completed work on production website.	8/9/21	8/13/21	4

Final Content Report Creation	CivicEngage creates Final Content Report.	8/9/21	8/13/21	4
Community Engagement Survey Deployment	Client will distribute surveys through their preferred citizen engagement/communication channels.	7/19/21	8/13/21	25
Premium DHP - Design Setup	Production Designer will apply the approved design concept to the live website on a hidden page.	8/9/21	8/13/21	4
Premium DHP - Design Setup	Production Designer will apply the approved design concept to the live website on a hidden page.	8/9/21	8/13/21	4
Content Change Tracking	Client keeps record of changes made to existing website during Content Implementation.	7/26/21	8/20/21	25
Quality Control - Production Website	CivicEngage reviews completed production website.	8/16/21	8/20/21	4
Community Engagement Report	Project Manager will compile engagement data, build report, and share with client and project team.	8/16/21	8/20/21	4



Quality Control - Design Setup	Assitant Manager of Production Design (and/or Art Director, Project Manager) will review, provide feedback and approve the website setup prior to it being sent to the client. If needed, Production Designer will make the requested adjustments.	8/16/21	8/20/21	4
Quality Control - Design Setup	Assitant Manager of Production Design (and/or Art Director, Project Manager) will review, provide feedback and approve the website setup prior to it being sent to the client. If needed, Production Designer will make the requested adjustments.	8/16/21	8/20/21	4
<b>OPTIMIZE</b>				
Website Reveal Meeting	CivicEngage meets with client to present completed website.	8/23/21	8/27/21	4
Community Engagement Consulting	Consultant and client will meet to review and develop strategies based on engagement report.	8/23/21	8/27/21	4
Platinum Security Conference	Systems Engineer II will conduct a conference call to discuss DNS control, SSL and Domain Redirecsts.	8/16/21	8/27/21	11

Website Finalization	Client evaluates completed website and confirms expectations met in accordance with contract.	8/30/21	9/3/21	4
DNS Configuration	CivicEngage prepares domain name transfer or setup according to submitted DNS Form.	8/30/21	9/10/21	11
Website Corrections	If needed, CivicEngage team fulfills requests to fix errors.	9/6/21	9/10/21	4
<b>EDUCATE</b>				
Training Engagement	Trainer delivers product training. Virtual TBD 2.5 days	9/6/21	9/10/21	4
Training Engagement	Client will complete product training with Civil Space trainer.	8/30/21	9/10/21	11
Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a> "	8/23/21	9/10/21	18

Premium DHP - Design Concept Revisions	If applicable, Creative Services team will make requested changes to the Design Concept. Completed changes will be returned to client for any additional feedback or approval.	8/23/21	9/10/21	18
Design Concept Review & Approval	If necessary, client will provide feedback on the Design Concept. Client will submit the Design Concept Approval Form to indicate approval of final Design Concept. <a href="http://civicplusedemo.com/designapproval">http://civicplusedemo.com/designapproval</a> "	8/23/21	9/10/21	18
Premium DHP - Design Concept Revisions	If applicable, Creative Services team will make requested changes to the Design Concept. Completed changes will be returned to client for any additional feedback or approval.	8/23/21	9/10/21	18
Platinum Security Setup	Systems Engineer II will complete the DNS transfer or CNAME with validations and domain redirect configurations.	8/30/21	9/10/21	11
Website Launch Confirmation Meeting	CivicEngage meets with client to review launch process.	9/13/21	9/17/21	4
Design Templates & Tools	Production Designer will create templates and other design tools for website maintenance as requested	9/13/21	9/17/21	4
Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	9/13/21	9/17/21	4

Design Templates & Tools	Production Designer will create templates and other design tools for website maintenance as requested	9/13/21	9/17/21	4
Content Reveal Prep	Web Content Specialist will prep the homepage of the Department Header per prep guidelines	9/13/21	9/17/21	4
Website Launch Preparation	Client completes final updates for Website Launch.	9/20/21	9/24/21	4
CivicSend Activation	CivicPlus activates CivicSend in Launch phase.	9/20/21	9/24/21	4
DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	9/20/21	9/24/21	4
DNS Configuration	Systems Engineer will prepare domain name transfer or setup according to the specifications in the submitted DNS Worksheet.	9/20/21	9/24/21	4
Website Acceptance	Client submits Website Acceptance Form. <a href="http://civicplusdemo.com/websiteapproval">http://civicplusdemo.com/websiteapproval</a>	9/27/21	10/1/21	4
Website Launch	New website is scheduled to be made available to public with live domain name.	9/27/21	10/1/21	4

Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	9/27/21	10/1/21	4
Department Header Package Launch	Project Manager and Web Content Specialist will meet with the client if necessary to make the Department Header available to the public.	9/27/21	10/1/21	4
Project Close Procedures	CivicEngage completes administrative tasks to transition project from implementation to client care.	10/4/21	10/8/21	4

## EXHIBIT B

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicEngage Civil Space Lite Implementation	Lite implementation includes client site setup and URL with 1 unique visual brand and logo. One (1) three-hour virtual training and at six weeks post-training, a progress check-in	One-time	USD 1,000.00
1.00	CivicEngage Civil Space Lite License, Single Project	Civil Space Lite includes a single custom brand, one (1) active project and unlimited engagements.	Renewable	USD 1,806.58
1.00	CivicEngage Civic Engagement Survey	Single survey engagement including the survey deployment and analysis, in coordination with CivicEngage implementation.	One-time	USD 0.00
2.00	Premium Department Header Package	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.		USD 0.00
2.00	Premium Department Header Annual Fee	Premium Department Header Annual Fee - Police & Library	Renewable	USD 0.00
2.00	Premium Department Header Implementation	Premium Department Header Implementation	One-time	USD 9,030.00
10.00	V5 Banner	Design/apply unique interior banner to website	One-time	USD 2,630.00
1.00	CivicSend Annual	CivicSend Annual	Renewable	USD 1,000.00
1.00	CivicSend Implementation	CivicSend Implementation	One-time	USD 750.00
1.00	CivicEngage 5 Annual	CivicEngage 5 Annual	Renewable	USD 4,869.22
1.00	Hosting & Security Annual Fee	Hosting & Security Annual Fee	Renewable	USD 721.19

<b>QTY</b>	<b>PRODUCT NAME</b>	<b>DESCRIPTION</b>	<b>PRODUCT TYPE</b>	<b>TOTAL</b>
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable	USD 0.00
1.00	DNS Hosting Setup (http://URL)	DNS Hosting Setup (http://URL)	One-time	USD 158.00
1.00	DNS Hosting Annual Fee (http://URL)	DNS Hosting Annual Fee (http://URL)	Renewable	USD 0.00
1.00	4yr Redesign Ultimate Annual	4yr Redesign Ultimate Annual	Renewable	USD 2,916.54
200.00	Content Development - 1 Page	Content Development - 1 Page	One-time	USD 8,000.00
7.00	CivicEngage System Training (4h, virtual)	System Training - Virtual, Half Day Block	One-time	USD 5,250.00
1.00	Alignment Virtual Consulting	Up to 2 days virtual consult. Recommended group 8 or less.	One-time	USD 3,000.00
1.00	Custom Implementation	Custom Implementation	One-time	USD 33,017.03
1.00	Platinum Hosting & Security	Platinum Hosting & Security per domain (must be purchased for each)	Renewable	USD 4,725.00
Total Investment - Year 1			USD 78,873.56	
Annual Recurring Services - Year 2			USD 16,038.53	

## EXHIBIT C

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

Consultant shall also indemnify, defend and hold harmless the City from all suits or claims for infringement of any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, or any other proprietary rights of any person or persons because of the City or any of its officers, employees, volunteers, or agents use of articles, products things, or services supplied in the performance of Consultant's services under this Agreement, however, the cost to defend charged to Consultant shall not exceed Consultant's proportionate percentage fault.



## EXHIBIT D

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. The City of San Leandro is currently in a local emergency and state of emergency due to the COVID-19 pandemic.

COVID-19 is extremely contagious, and is believed to spread mainly from person-to-person contact, through touched surfaces, and in airborne particles. As a result, federal, state, and local governments, including the City of San Leandro, and federal, state, county, and local health agencies recommend social distancing and additional cleaning protocols to limit the spread of the disease. The City has taken steps and put in place preventative measures recommended by federal, state, and local health agencies to reduce the spread of COVID-19. These measures include steps each person must take to prevent the spread of COVID-19 and include, but are not limited to, requiring face coverings, frequent hand washing and/or use of hand sanitizer, social distancing where possible, limiting of person-to-person contact, frequent cleanings of high-touch surfaces, and avoiding entering any building if they have COVID-19 symptoms.

Consultant shall obey all local orders and abide by all applicable preventative measures recommended by federal, state, county, and local health agencies and any preventative measures specifically implemented by the City. Consultant agrees that when entering any City buildings, Consultant will follow all COVID-19 related signage, wear a face covering, follow all social distancing protocols, and abide by any other COVID-19 preventative measure that are in place when performing the services described in this Agreement. Consultant shall also adhere to any subsequently communicated COVID-19 preventative measures as directed by City staff. The COVID-19 preventative measures are subject to change over time, and Consultant shall maintain knowledge of and adhere to the current COVID-19 preventative measures when interacting with City employees, officials, volunteers, agents, and representatives, and when entering City buildings.