

CONTRACT SERVICES AGREEMENT

By and Between

**THE CITY OF BELL,
A MUNICIPAL CORPORATION**

and

Vision Internet Providers, Inc., a California Corporation

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN
THE CITY OF BELL, CALIFORNIA
AND
Vision Internet Providers, Inc., a California Corporation**

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ___ day of _____, 20____ by and between the City of Bell, a municipal corporation ("City") and Vision Internet Providers, Inc., a California Corporation, ("Consultant" or "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties." ". (The term Contractor includes professionals performing in a consulting capacity.)

RECITALS

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

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

C. Pursuant to the City of Bell's Municipal Code, City has authority to enter into this Agreement Services Agreement and the Chief Administrative Officer has authority to execute this Agreement.

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services

contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal.

The Scope of Services may include such portions of the Consultant's scope of work or proposal which are incorporated in Exhibit "A". In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be

responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Warranty.

Contractor warrants all Work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the Work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected Work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft,

classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.9 Further Responsibilities of Parties.

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

1.10 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Agreement Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to five percent (5%) of the Agreement Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.11 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$17,860 (the "Contract"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forth five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section X, pertaining to indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

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

<u>Uriz Goldman</u> (Name)	<u>Project Manager</u> (Title)
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<u>Kristoffer von Bonsdorff</u> (Name)	<u>Project Management Director</u> (Title)
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<u>Ashley Fruechting</u> (Name)	<u>Senior Account Executive</u> (Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

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

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Chief Administrative Officer of City. It shall be the Contractor's responsibility to assure that the

Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Chief Administrative Officer, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

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

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

either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

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

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than either (i) bodily injury liability limits of \$100,000 per person and \$300,000 per occurrence and property damage liability limits of \$150,000 per occurrence or (ii) combined single limit liability of \$1,000,000. Said policy shall include coverage for any owned, non-owned, leased and hired cars.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Interim Chief Administrative Officer or other designee of the City due to unique circumstances.

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

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents shall apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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

CANCELLATION:

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

[to be initialed]

Agent Initials

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

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for

which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

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

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. , but, to the fullest extent

permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.5 Sufficiency of Insurer or Surety.

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

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

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

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

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

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Contractor's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

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

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear

to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of _____ (\$ _____) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60)

days' written notice to Agency, except that where termination is due to the fault of the Agency, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

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

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of Agency Officers and Employees.

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

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this

Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the Chief Administrative Officer and to the attention of the Contract Officer, CITY OF BELL, City Hall, 6330 Pine Avenue, Bell, California 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF BELL, a municipal corporation

[Signature]
Chief Administrative Officer

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David Aleshire, City Attorney

CONTRACTOR:

Visio Intersect
Providers, LLC

By: [Signature]
Name: Steven Chapin
Title: President

By: [Signature]
Name: Rose DeVries
Title: Secretary

Address: 2530 Wilshire Blvd 2nd Fl
Salt Lake City, CA 90403

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

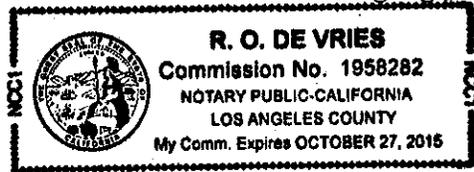
COUNTY OF

On April 24 2012 before me, R. O. DeVries personally appeared Steven Chapin proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: R. O. DeVries



OPTIONAL

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

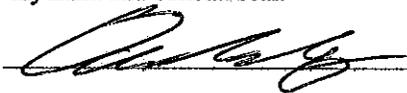
STATE OF CALIFORNIA

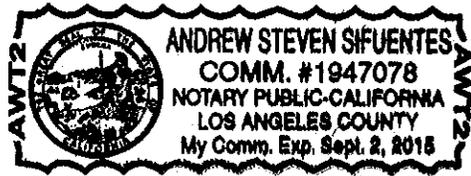
COUNTY OF

On Nov 24, 2012 before me, Andrew Steven Sifuentes, personally appeared ROSE DE VRIES, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER <hr/> TITLE(S)	<hr/> TITLE OR TYPE OF DOCUMENT
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	<hr/> DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

Contractor's process consists of six stages, for which further detail is provided in attachment "A-1," (which follows Exhibit "D") as follows:

1. Vision stage, including preparation of a survey, conduct a website planning meeting with City staff, and compiling website content.

Milestone 1: Approval of survey by Contract Officer.

2. Concept stage, including creation of a conceptual sitemap and categorization of pages and Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

Milestone 2: Approval of homepage wireframe by Contract Officer.

3. Design stage, including homepage graphic design and City approval of the homepage design composition.

Milestone 3: Approval of finalized homepage design by Contract Officer.

4. Development stage, including interior page design and website programming, including content migration of up to 100 pages into the new website.

Milestone 4: Access by the Contract Officer and other City staff to the website on Contractor's development server.

5. Quality assurance, documentation, and training stage, including extensive functional testing, creation of a custom training manual that incorporates actual screenshots of the site, and administrator and content editor training; specifically, a one day onsite training consisting of two sessions; one for staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Milestone 5: Approval of custom online training guide by Contract Officer.¹

6. Launch stage, including moving the website is moved to the production server, installation of necessary software, making configuration changes, and transferring code and content. Once transferred, Contractor will again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links and Section 508 compliance. The site will be available to the public upon the City's final approval.

¹ Contractor will deliver an online training guide that will be accessible through the administrative interface of the website. The City will have the ability to print the guide on their own, should they decide to maintain hard-copies. The guide is not optimized for printing and may require some additional formatting by the City.

Milestone 6: Website goes live to the public.

All work product is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.

Contractor will utilize the following personnel to accomplish the Services:

Uriz Goldman, Project Manager

Kristoffer von Bonsdorff, Project Management Director

Ashley Fruechting, Senior Account Executive

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 1.7 of the Agreement is replaced with the following:

Contractor does warrant that all of the deliverables included in this Agreement will be conveyed to City. All programming code developed by Contractor within the project is warranted for a period of twelve (12) months from the date of the completion of the website ("Completion"). Contractor will create a backup of the website on the date of Completion. If any warranted problem arises while City or its designee is maintaining the website, Contractor will restore the website back to its condition as it existed at Completion. If Contractor is maintaining and hosting the website, Contractor shall restore the website back to its condition as it existed at the day of the most recent backup. Contractor shall only be responsible for any costs associated with correcting any unmodified programming code during this twelve (12) month period following the Completion.

Except as expressly set forth in the immediately preceding paragraph, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THIS SERVICE FOR A PARTICULAR PURPOSE WHATSOEVER. In no event, at any time, shall the aggregate liability of Contractor exceed the amount of fees paid by City to Contractor and Contractor shall not be responsible for any lost profits or other damages, including direct, indirect, incidental, special, consequential or any other damages, however caused.

Section 1.12 is added to the Agreement as follows:

City understands and agrees that Contractor will develop website frontend to be compatible with Internet Explorer 8.0 and 9.0, Firefox 9.0. Website backend will be compatible with Internet Explorer 8.0 and 9.0. Website may not be compatible with previous or future versions. Website will be optimized for 1024 x 768 pixels resolution or above. City understands and agrees that the website will be developed with Hypertext Markup Language ("HTML"), JavaScript, and Microsoft ASP.NET ("MS-ASP") interfaced with a database created in Microsoft SQL Server 2008 R2 ("MS-SQL"). City understands and agrees that the website is developed to run on a Microsoft Windows Server 2008 R2 ("MS-Server"). visionMobile™, if provided under this Agreement, will be compatible with iPhone OS Safari 5, Android Chrome 4, Windows Mobile OS IE 9, BlackBerry Browser 4.5 and 5.0, Opera Mini 6.5, and Palm webOS. visionMobile™ may not be compatible with previous or future versions. visionMobile™, if provided under this Agreement, shall include "Powered by Vision Internet" in the footer and always be linked to a Contractor web page. City is responsible for the costs of all software licensing.

City understands and agrees that the website frontend will be designed to be compliant with Section 508 guidelines on accessibility. Content migrated into the website by Contractor

will also be compliant. Compliance standards will be verified via Watchfire's Bobby™ software prior to Completion. City understands and agrees that website backend and third party tools may not be Section 508 compliant.

Section 2.4 of the Agreement is replaced with the following:

Invoicing shall be made and compensation shall be paid as defined milestones are accomplished to the City's full satisfaction, as established in Exhibit "C" of this Agreement. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

The following paragraph is added to Section 4.5 of the Agreement as follows:

Streaming services are to be provided under this Agreement by a third party vendor.

The following paragraphs are added to Section 6.3 of the Agreement as follows:

Contractor may use any web pages developed for the City in any of its own promotional materials as examples of its work. City agrees that Contractor may place in the website footer an unobtrusive text link reading "Developed by Vision Internet" or the equivalent. Contractor's footer text credit shall always be linked to a Contractor web page.

This Agreement creates a non-exclusive and perpetual license for City to copy, use, or modify for its own use, any and all copyrights, designs, and other intellectual property embodied in this website, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"), to which Contractor retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, City understands and agrees that Contractor shall retain all right, title, and interest to the Vision Content Management System (also known as the Vision Internet Content Management System, VCMT, VCMS and the Vision Content Management Tool), and Dynamic and Interactive Components.

Section 5.3 of the Agreement is replaced in its entirety with the following:

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or

claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's reckless or willful misconduct, or arising from Contractor's indemnitors' negligent performance of or unexcused failure to perform any material term, provision, covenant or condition of this Agreement, and in connection therewith:

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

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

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

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

Section 7.7, "Liquidated Damages," is waived.

EXHIBIT "C"
COMPENSATION

- I. Contractor agrees to perform Website Development as described in "Exhibit A" at a price of \$17,860. Contractor may submit invoices for completion of milestones as follows:
 - (i) 15% of the total cost upon completion of Milestone 1;
 - (ii) 15% of the total cost upon completion of Milestone 2;
 - (iii) 15% of the total cost upon completion of Milestone 3;
 - (iv) 15% of the total cost upon completion of Milestone 4;
 - (v) 20% of the total cost upon completion of Milestone 5;
 - (vi) 20% of the total cost upon completion of Milestone 6.

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.

- III. The total compensation for the Services shall not exceed \$17,860, as provided in Section 2.1 of this Agreement.

- IV. The Contractor's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"

CONTRACTOR'S BILLING RATES

Additional services not covered in this Agreement and extra hours will be presented to City for approval prior to commencement of work ("Extra Work"). Extra Work will be billed at Contractor's prevailing hourly rates, which are currently as follows: Content Migration, \$85/hr; Graphic Production, \$95/hr; Quality Assurance, Testing, Debugging, Technical Support, Webmaster Services, HTML Programming, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr; Straight flatbed scanning will be billed at \$10 per scan. Touch up work to images will be billed at the Graphic Design hourly rate. City shall be responsible for any or all additional fees including, without limitation: photography, stock images, illustration, fonts, scanning, software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable.

Travel time to and from City Hall is not chargeable to the City.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

Project Schedule

The table below shows Contractor's recommended development and launch schedule along with a list of key deliverables/milestones.

Implementation Step	Avg. Duration
Vision Stage <ul style="list-style-type: none"> • Initial kick-off call with Bell's project manager • Survey preparation and review • Onsite brainstorming and planning session • Milestone 1: Approval of survey by Contract Officer. 	2 – 5 Weeks
Concept Stage <ul style="list-style-type: none"> • Creation of Information Architecture • Create conceptual sitemap • Homepage layout wireframe • Milestone 2: Approval of homepage wireframe by Contract Officer. 	2 – 6 Weeks
Design Stage <ul style="list-style-type: none"> • Unique, custom graphic design • Custom icons, buttons, screen elements, and backgrounds • Homepage design comp • Milestone 3: Approval of finalized homepage design by Contract Officer. 	3 – 6 Weeks
Development Stage <ul style="list-style-type: none"> • Implementation of Vision CMS™ • Integration of interactive components • Migration of up to 100 pages of content • Milestone 4: Access by the Contract Officer and other City staff to the website on Contractor's development server. 	7-12 Weeks
Quality Assurance, Documentation, and Training Stage <ul style="list-style-type: none"> • Final testing • Customized training manual • Onsite training • Milestone 5: Approval of custom online training guide by Contract Officer. 	4-5 Weeks

Implementation Step	Avg. Duration
Soft Launch & Final Launch <ul style="list-style-type: none"> • Move website to production server • Completed website • Website goes live • Milestone 6: Website goes live to the public. 	2 Weeks
Total estimated time to launch	20-36 Weeks

** The schedule may vary depending on components and participant decision times. Estimated completion is no later than December 31, 2012.*

The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "A-1"

DETAIL FOR SCOPE OF SERVICES

Following is detail for the Scope of Work for the City of Bell's ("City") website to be performed by Vision Internet ("Contractor"). In this document the words "we," "us," and "ours" refer to Contractor. The word "you" refers to City.

The implementation of the website will include:

- **Attractive Design:** A website design that reflects the City, draws people in, and makes it immediately obvious that the website is the best place to get information and access resources.
- **Intuitive Navigation:** Information should be easy to find with the most important information accessible from the homepage to make it easier for website visitors.
- **Vision Content Management System™:** Contractor will implement the Vision Content Management System™ (VCMS) to facilitate content updates by non-technical staff throughout the City.
- **Integrated Interactive Components and Features:** Interactive components and features will make the website more engaging while improving usability and simplifying content updates for staff.
- **Integrated Web 2.0/Gov 2.0:** Your new website should include Web 2.0 features such as RSS feeds, Google Maps and integrated OneClick Social Networking™ with Twitter and Facebook to enable more immediate, fluid and targeted communications to your audiences.
- **Integration of Third-Party Components and Databases:** Existing web-applications and databases should be incorporated to the new website.

Each of these recommendations is discussed in more detail in the sections that follow.

Attractive Design

The City will have a design that makes it stand out among municipalities on both a regional and national basis. The City's website will be inviting, easy to use, and will reflect your unique identity. This will be accomplished through the following design characteristics:

- **Creative design** that reflects your community and creative design elements that capture the essence of the City.
- **Highly functional layout** that makes important information available from the homepage and pages throughout the site.
- **Photos and collages** of recognizable landmarks, scenery of the City, and the local area.
- **Consistent look and feel** throughout the site to make it easier for website visitors to navigate the site and find information they need.
- **Section 508 Compliance** making it accessible to persons with disabilities.

- **Easy to use drop down menus** helping users to quickly understand navigation and locate information with the least amount of clicks.
- **Breadcrumbs** showing the user's current path to let them know exactly where they are on the website.

Intuitive Navigation

For your website, Contractor will organize information by department, topic, and/or target users. This approach allows users to find information in the variety of ways that are most important to them. This is a solution we use on many of our government websites making it easy for visitors to find information. This is because content is available through multiple "paths" making it simple for users to search the site regardless of their preferred method.

Vision Content Management System™

For your project, Contractor will implement the non-proprietary, Microsoft ASP.NET and SQL based content management system, developed specifically for government agencies.

Interactive Components and Features

In addition to the creative design, effective navigation, and easy to use Vision Content Management System™ Contractor will provide you with many different interactive components and features for managing special types of content.

The included interactive components are:

Site Administration and Security	
• Approval Cycle	• Intranet (Password Protected Areas)
• Archive Bin	• Link Library
• Audit Trail Log	• Multiple File and Image Uploading
• Automatic Content Archiving	• Role-Based Security
• Content Review and Publishing	• Submission Validation (reCAPTCHA)
• Component Manager	• Recycle Bin
• Content Scheduling	• Updated and Expired Content Reporting
• Document Central	• Web Traffic Statistics ²
• Email Address Masking	• Workspace
• Image Library	

² Included with Vision Internet hosting.
CityofBellContract - FINAL.doc

Content Editing

- Advanced WYSIWYG Editor
- Paste from MS Word
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo

Advanced Navigation Management

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Manager
- Link Redirect
- Navigation Control
- Page Linking
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

User Experience and Interactivity

- Business Directory
- Calendar System (Monthly, Weekly, Daily, and Yearly Views)
- Community Spotlight
- Dynamic Homepage
- Feedback Form
- Form and Survey Tool
- Frequently Asked Questions
- GovBlog
- Job Postings
- News and Newsletters
- RFP Postings
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- visionMobile™
- Weather Update

Department Management

- Department-Level Administration
 - Calendar
 - FAQ
 - News
 - Photo Gallery
 - Staff Directory

- Department-Level Navigation
- Department-Level Sitemap
- Dynamic Department Homepages

Outreach, Media, and Social Networking

- Agenda and Minutes Manager
- Audio and Video Embedding
- Bookmark and Share
- e-Notification
- Emergency Homepage Alert
- Event Share
- Forward to a Friend
- Guest Book
- Integrated Twitter™ API
- OneClick Social Networking™
- Photo Gallery
- RSS FeedReader
- RSS Feeds
- Video Streaming³

Accessibility

- Automatic Alt-Tags
- Dynamic Font Resizing
- Dynamic Reader Download Links
- Google Translation Integration
- Printer Friendly Pages
- Table Accessibility Tools

Approval Cycle

For websites where content authorship and updates are distributed throughout an organization's departments, it is helpful to implement the Approval Cycle where content updates and changes do not go live on the website until one or more persons have approved them. Our clients find that having the Approval Cycle allows website maintenance to be delegated while ensuring consistency throughout the site. This eliminates errors and the posting of inaccurate content.

Our Approval Cycle allows you to segment the management of content by groups of users (such as departments), in addition to types of content as determined by the interactive components. Unlike most content management systems available today which restrict you to only two-step workflows such as authoring and publishing, the Vision CMS is extremely flexible allowing you to define as many workflows as you require with as many steps in the approval as you deem necessary! As your work requirements change overtime, you will want the flexibility and scalability of the Vision CMS to customize your current and future approval process needs.

Calendar System

Interactive calendars are a staple of local government websites and are an essential tool for your site's success. The dynamic Calendar System can be used to improve attendance at your events and meetings by making it easier for users to find the types of events important to them. The Calendar System allows

³ Up to four meetings per month
CityofBellContract - FINAL.doc

staff to create calendars for any department or category your staff chooses. These calendars can share events, preventing duplication of effort.

Calendars can be implemented in a user-friendly monthly or yearly format. To assist users further, your website's Calendars will have filtering tools that allow them to find information by month, category, or even departments. This makes it quite easy to locate specific information.

Our dynamic Calendar System contains a number of advanced functions including:

- Recurring events function
- Automatic archiving
- Integration with e-Notification component
- Ability to create and assign filtering categories to events
- Ability to restrict use of categories by specific staff
- Ability to control which events to include on the homepage of the site
- Ability to insert calendar pages anywhere in the site navigation
- Ability to apply different calendar formats including standard monthly calendar and a listing of events
- Add to my Outlook, Google, and Yahoo calendars link
- Automatic event address link to Google Maps for driving directions
- Automatic RSS feeds

NOTE: With the e-Notification component, calendar events may also be broadcast to subscribers via email.

News and Newsletters

By posting news on your site, you will improve communication with your target audiences. Our experience is that news can take many forms, including press releases, newsletters, feature stories, and "what's new" content. With our News and Newsletters component, each of these types of news can be implemented onto a single section of the website or have their own separate area. To ensure usability for website visitors while providing simplicity for staff, news content is automatically moved to an archive section at a predefined interval after publishing. Website visitors can also browse the archive by category. This is a great way to provide a historical archive while making site administration easy. Additionally, RSS feeds of the News and Newsletters are automatically available to website visitors.

NOTE: News and Newsletters integrates with eNotification for broadcasting information to subscribers via email.

e-Notification

Increase communication, draw in more repeat users, and get important information out more quickly, using our email based e-Notification tool. Our tool provides a sign-up box allowing users to add their email addresses to receive important notices, and set their preferences for the e-Notifications they would like to receive. Each registration is verified via a confirmation email that the user must respond to in

order to complete the registration process. This same mechanism allows each user to change preferences including opting out from subscription lists.

To better manage the e-Notification process, your staff can see how many subscribers there are for each category, plus edit subscriber information and export the subscriber database for use in other systems.

The best part about our e-Notification tool is that it also integrates with the Calendar, Job Postings, RFP Postings, and News and Newsletter components, giving you the ability to broadcast event and news content from your website to your subscribers. There is no need to recreate the content. This integrated approach enables your users to sign up for different types and categories of content on a single subscription page in order to have it delivered directly into their email box.

Bookmark and Share

The Bookmark and Share component is a Web 2.0 feature that helps you spread your content across the web. It makes it easy for website visitors to bookmark and share your content among their favorite social destinations on the web. This tool allows website visitors to share your content with popular social networking and news sites including Facebook, Twitter, Delicious, Digg, Reddit and MySpace.

Business Directory

One way to promote local businesses is the use of a Business Directory in the City's website. This supports local industry and businesses by increasing their ability to reach a national/international market while at the same time making residents more aware of them. When you list businesses on your website, their individual websites may receive higher placement in search engines because of your link to them.

The Business Directory is an interactive index of local businesses. Your staff can post a business's name, description, location, contact information, links to their sites, and, if available, a graphic (i.e. logo or photo). Users would then be able to browse an alphabetical listing of these businesses or filter the directory based upon categories you define.

Component Manager

The Component Manager allows your administrator to create dynamic and user-centric pages. Depending on the settings, content in the page can be automatically displayed and expired without any managerial time from the administrator. For example, the administrator can create a component page displaying events of a particular category and/or department. When an event has expired, it will automatically be placed in a past events view. In addition, for some components, there are multiple views to layout content to enhance users' usability experience. This feature gives you the flexibility to create dynamic content pages in most any area of your website.

Community Spotlight

Being able to draw attention to important information is a necessity on a local government website. With the Community Spotlight, your website can have a prominent area on the homepage that highlights community events, classes, announcements, business opportunities and other information that would be especially important to your residents. Your staff will be able to link Community Spotlight notices to webpages with additional details and change the highlighted item to reflect current community events.

Connected Pages

Content on your website may be relevant to different departments, and thus may need to appear in

different navigation areas throughout the site. Connected Pages, unique to Vision Internet, allows you to create multiple instances of any web page and place them in different areas of the website. Changes made to any instance of a Connected Page are reflected immediately across all other instances, saving your staff precious time and eliminating duplication of effort, while keeping information on the website consistent and easy to find.

Content Scheduling

Content Scheduling saves time and money. It allows all standard pages and specific predefined component content to be published ahead of time. In addition, content can be set to expire on a specific day and time so that it can be automatically removed or archived by the system. The Content Scheduling feature is handy for seasonal and time-sensitive content, and gives you the ability to have updates occur to the site automatically when you are away from the office.

Department Management

Key components on your website, including the dynamic Calendar System, News and Newsletters, Frequently Asked Questions, and Job Postings, are setup to allow end-users to filter through content by department. Additionally, your departments can choose to display their department-specific items on their own custom pages. For example the Parks and Recreation department can have their own events on their own calendar.

To provide consistency throughout the site, these department settings are managed in one-central location similar to the Component Category Manager. The Department Manager allows your website administrator to add unlimited departments, rename existing department names, and delete any unused departments from the list. Any change made from this component will automatically be reflected on all department functions throughout the website. Instead of limiting you to a certain number of department entries, this component empowers you with UNLIMITED potential as you maintain your website now and in the future.

Emergency Homepage Alert

In the case of an emergency, it is extremely important for cities to reach out to residents in the most efficient way possible. By doing so, potentially life saving information reaches those who need it most. Notifying the City's website users is simple with the Emergency Homepage Alert. The notice is easily customized and can be prepared in advance with common evacuation or shelter information. The Emergency Homepage Alert would prominently cover the main area of the homepage so users would not miss it.

Form/Survey Tool

Interactive forms are the staple of an effective government website. They allow users to communicate and interact with their government at convenient times. Vision Internet's Form/Survey Tool can be used to develop online forms for asking questions, getting feedback, or submitting applications. Keep in mind that these online forms can be used for replicating many paper forms the City uses, including service requests.

The Form/Survey Tool also provides you with the ability to easily create your own online surveys and track the results in real-time. In contrast to the traditional paper survey approach, online surveys are more convenient because they eliminate the time and expense of mailing back responses. Furthermore, you can

display the results in several formats, including graphical representations. This allows your staff to aggregate the responses and view them in report format.

Along with the ability to create your own online forms, we will also include a set of 12 form templates. You can customize these forms to be used for employment applications, service requests, business license applications, gathering feedback, submitting events to the website's online calendar, and satisfaction surveys. Additionally, your staff can customize these forms for more specific functions.

The tool supports fill in the blank, multiple choice, multiple select, and ranking type questions. It also has an export function so you can analyze the results using Excel or any other program capable of importing CSV files. This is a third party tool, so only graphic design may be customized and the Approval Cycle functionality is not available.

Forward to a Friend

What better way to build traffic to your website than through the Forward to a Friend component. In content rich websites like yours, people will often find information they want to share with others. With the Forward to a Friend component, you can easily forward a page of interest to a coworker, friend or colleague. Additionally, the interactive components will automatically have a link for forwarding to a friend. The simple form asks for both the sender and recipient's email addresses and, if they care to, allows comments to be sent with the page link. The recipient will receive a short email from their colleague directing them to a specific page on your website. This component empowers your online visitors to share information from your website that they find particularly useful.

Frequently Asked Questions

Frequently Asked Questions (FAQ) are a website staple that visitors have come to expect. While traditional FAQs consist of long lists of questions that may overwhelm users, our component provides a simple and easy way for them to find the information they need. Website visitors are able to browse the list of questions (and answers) by categories you define. Multiple categories may be assigned to each question so that your visitors will be able to find answers based upon the category that best matches what they are looking for.

Your staff will also love the feature because our component presents a much simpler solution to creating FAQs. Questions and their associated answers are submitted through a simple and centralized interface. Our component does the rest!

Image Library

The Image Library is a centralized place where all images used in the website are stored. This saves space because only a single version of each image is used on the entire site. This also provides greater control, as you can restrict the ability to add new images to specific staff members within your organization. Images remain archived when deleted to prevent accidental broken links within the website while the content management system tracks all pages using individual photos to make it easier for you to replace images in individual pages.

The Image Library also incorporates several components that make managing images much easier. They include automatic scaling and sizing of photos to the maximum size recommended for your website plus automatic alt-tag insertion for images added to pages to ensure future Section 508 compliance.

Integrated Twitter™ API

Utilizing Vision Internet's built-in social networking components, your staff will be able to connect with residents like never before. The Vision Content Management System now includes integrated Twitter™ API at no additional charge, which allows your staff to send Twitter™ messages through the system. Community members subscribed to Twitter™ can instantly receive these messages via cell phone text messages, email and RSS feeds. This is a useful way to get information out to residents quickly - your staff can use the Twitter system to send out critical alerts, emergency notifications, news and event updates, and more. The Twitter™ system can also be used for officials to send "micro-blogs," keeping them in touch with target constituents.

Job Postings

Job Postings is one of the most popular types of content on local government websites. By posting jobs within the site, you are both attracting possible candidates and averting the flood of telephone inquiries about positions that do not exist. This, of course, keeps your administrative costs down.

Our Job Postings component makes posting jobs a snap. Your HR staff fills out a simple form with fields such as position, department, salary, and benefits. Staff can schedule when postings go live on the website and when they expire, thus simplifying the process and reducing your administrative time and costs.

To make it easy for users, postings can include interactive components for filtering available positions by category, type of position, posting date, and salary. As is normal for all our components, your staff is able to define the categories or classification of Job Postings.

NOTE: With the e-Notification component, job postings may also be broadcast to subscribers via email.

Multilingual Translation

It is important to reach non-English speaking residents; they are a major audience that may require your services. As part of your project, we can implement the free Google translation link in your website. This link will direct website visitors to the Google translation website.

We will provide links at the top of your homepage that allow for easy navigation between the different language sites. We are one of very few vendors that have specific experience developing foreign language websites. We have created websites in Spanish, Chinese, Haitian Creole, and Danish.

NOTE: Please note that without multilingual support components, you can still add your non-English content directly into the Vision Content Management System. This can simply be treated as a department. While the graphics would not be changed in the navigation and headers, the alternate language text could be added directly by your staff. This approach is beneficial when you only need a few non-English pages.

Photo Gallery

Nothing spices up a website like pictures. With our Photo Gallery component, your website visitors can browse through images of your beautiful city and its exciting events. Users can view photo albums defined by your staff, and either look at images via thumbnails or a slide show. Simply upload the image from the Image Library to the new album and add a caption; thumbnails are created and added to pages based upon the predefined template. To make it easier for website users to find photo albums of

particular events, the Photo Gallery may be viewed as either a thumbnail display or as a Flash view listing.

RFP Postings

To make future Requests for Proposals simpler, easier to manage, and more cost effective, the website can include an RFP Postings where they can be posted along with amendments and updates.

Potential vendors can download RFPs in a PDF format. Because RFPs are time sensitive, you can schedule when the RFP posting would be live on the website and when it would be removed, thus ensuring your website is kept up-to-date with minimal staff time required. Additionally the RFP Postings can be integrated with our e-Notification system to alert users by email.

Rotating Homepage Banners

Rotating Homepage Banners is a great way for you to mix up the design on your site, and ensure that your homepage always looks fresh and inviting. You can easily change the images at any time, and each rotating image can be set to link to a different page on the site, allowing you to use the banner area to highlight special features, events and services. This makes it a great marketing tool for your City!

RSS FeedReader

In contrast to our RSS Feeds feature, which allows users to syndicate content from your website to their readers such as My Yahoo, iGoogle, My MSN etc., the RSS FeedReader allows you to syndicate content from other websites into your website. Syndicated content can vary and be selected by you to include feeds about your overall organization or individual departments, making your website more comprehensive and up-to-date.

RSS Feeds

RSS (Really Simple Syndication) Feeds keep local residents, potential visitors, and other subscribers up-to-date on important news, events, and announcements from your website. Users can subscribe to your website and receive automatic updates in their RSS readers, mobile phones and personal homepages (such as iGoogle, My MSN and My Yahoo!) as a convenient way of remaining current on community events.

Service Directory

Key to serving your community is making it easy for them to find the services they need. While we generally recommend organizing information by topic or service in addition to by department and target audience, the interactive Service Directory allows users to filter or search a list of services by category, department, and keyword, thus simplifying the entire process.

For each service in the directory, you can provide a title and description plus associate the service with contacts in the Staff Directory.

Staff Directory

It is often difficult for website visitors to find the correct person to contact in a government agency. However, the useful Staff Directory component greatly simplifies this search. It can list all staff persons, departments, even related agencies and partners, along with their contact information and description of their role or area of specialization. Your website users will love the convenience, simplicity, and

accessibility; they can easily filter the list of staff based upon name, department, or other criteria determined to be important to them.

Additionally, your staff will be pleased that they can make their email addresses available to others without exposing their contact information to spammers. Our component "masks" email addresses so that email-harvesting software used by spammers cannot automatically extract them from your website.

Updated and Expired Content Reporting

This handy administrative feature provides website administrators a snapshot of website activities. An initial search can display expired content, created or updated content, then can be further filtered by content type or by department. Need to quickly find out what section of your website hasn't been updated for a while? Curious to see which department has been most actively creating new content? The Updated and Expired Content Manager makes website oversight easy!

Weather Update

Weather information is often important to visitors of government websites. By offering the local weather on your own site, your online users will come into the habit of regularly visiting it and thus become more familiar with the City and all that you have to offer them. For your website, we will implement NOAA or Yahoo weather at no charge.

Workspace

Tired of constantly checking the content management system for content changes needing approval? Built especially to help manage the content publishing process, the Workspace feature provides a central location for website administrators to review pending content changes for your website before they are published. This view is customized to show only the content relevant to you that is ready for publishing approval. You can filter items by content type, review the changes, and approve multiple items – all with this one great feature!

Intranet (Password Protected Areas)

Contractor will implement an Intranet where restricted content is integrated into the main city website. The restricted content is not viewable by users until they log into the website (i.e. designated staff or elected officials). Once they log in, they will see the additional content within the menus or as an additional section to the main website.

When implementing the Intranet, you may want to have different levels of information access. With our Intranet tool, you can define an unlimited number of groups such as designated staff, executive management, and elected officials. Registered users can belong to any number of groups and any number of groups can be associated with most pages in the Intranet. Once implemented, the website visitors will need to log into the website using a username and password to view the secure pages.

The basic Intranet tool includes functionality to restrict viewing pages in the navigation of the website. Additionally, the tool offers the ability to restrict viewing content in the News and Newsletters, Calendar, GovBlog, and Staff Directory components. An additional fee applies for implementing Intranet functionality within other interactive components.

OneClick Social Networking™

The innovative OneClick Social Networking™ component will allow your staff to post content to your

website and to the most popular social networking sites, such as Twitter and Facebook, with one click - saving your staff precious time and helping you broadcast your news, alerts, events and other notices easily and selectively all across the web. OneClick Social Networking™ works by generating an RSS feed of each component, which can be connected to Twitter, Facebook and any other tool that allows importing of RSS feeds using a third party service.

Our OneClick Social Networking™ component integrates with the included Dynamic Calendar System, Job Postings, News and Newsletters, and RFP Postings components.

visionMobile™

visionMobile™ dynamically converts all standard web pages and key components, such as the Calendar, News and Newsletters, Job Postings, and FAQs, to your mobile website. Updates remain simple and easy with dynamic posting to the traditional website and the mobile version. Also, intuitive navigation allows users to go through all page levels with ease. Your website will be compatible with all major smart phones including iPhone, Blackberry, Android, Windows Mobile phones and more.

In order to implement visionMobile™, Vision Internet will do the following:

- Vision Internet will create a design for the mobile interface.
- Vision Internet will modify the existing website code to add the ability for the site to detect when a user is visiting from a smart phone and send them to the new mobile format.
- visionMobile™ will be compatible with iPhone OS Safari 4, Android Chrome 4, Windows Mobile OS IE 6, BlackBerry Browser 4.5 and 5.0, Opera Mini 4 and 5, and Palm webOS.
- visionMobile™ may not be compatible with previous or future versions.

Integrated Web 2.0/Gov 2.0

Internet technology is always evolving, and Vision Internet believes it is important for government websites to take advantage of new technologies to enable their audiences to get the information they want, when they want it, and on the device they prefer. Vision Internet's content management system includes many Web 2.0/Gov 2.0 features built right in. These helpful and handy features include RSS feeds, Twitter API, "Bookmark & Share" links, and more. Also available are advanced tools like optional OneClick Social Networking™ which allows you to post content to your website and social networking sites with one click. We can also implement blogs, message boards, and integrate virtually any third party system you may want to include in your site. The flexibility and extendibility of the Vision Content Management System™ assures that it can easily adapt to new technologies that continue to emerge in the future.

Integration of Third-Party Components and Databases

Today, there are many advanced components for such functions as:

- eCommerce/Financial Transactions
- GIS Mapping

- Park and Recreation Services
- Permitting
- Service Requests (CRM)
- Streaming Video
- Others

Our content management system can easily work with these third-party systems, provided they are web-enabled. Most of these types of components can be given the same look and feel as your main website via modifications to the presentation template. For your project, we will provide you with an HTML template that vendors of these third-party components can use. We will also integrate links to these third-party components into the overall website navigation. There are many examples of where we have used this approach, including the Cities of Newport Beach, CA; Wilsonville, OR; Rancho Cordova, CA; and many others.

Another approach is to create a web interface for existing third-party databases. We used this approach in displaying tax records exported from a mainframe system for Vanderburgh County, IN; crime statistics from California state databases for the City of Citrus Heights, CA; Contractor information from city databases for City of Hamilton, OH; and staff and student contact information from school databases for the UCLA School of Law.

These are just a few examples of our extensive experience working with third-party databases and systems. While interfaces to third-party systems are not included within the budget, they are available for an additional fee. We will provide a firm quote for interfaces after analyzing the databases and requirements during the consulting phase of your project.

The Vision Process

Contractor's process consists of six stages. In each, there are formal review and approval points to give you full control of the project and ensure the final website meets your expectations. The Vision Process is explained in the sections below.

The six stages of the Vision Process are explained in the sections below:

Stage 1: Vision Stage

In the Vision Stage, we work with you to create the vision for your website now and for the future. The Vision Stage emphasizes the objectives of the website and how it supports your overall organizational goals. This vision then guides each subsequent step in the process.

To create this vision, we will:

- Prepare and review a survey document which will focus on goals and objectives.
- Lead an onsite brainstorming and planning session where we discuss your current website, the results of surveys, the needs of users and staff, and possible approaches for the future.
- Review your existing website and those of similar cities.

- Study examples of other websites you like.
- Review project goals and timeline.
- Collect content and materials for the new website.

The heart of this stage is defining the vision for the project, setting goals, and timeline to ensure the project's success.

Stage 2: Concept Stage

In the Concept Stage we realize the vision through:

- Creation of the information architecture which supports easy access to information.
- Defining the navigation strategy.
- Review and recommendation of interactive components and features to ensure streamlined navigation through special types of content.
- Creation of a conceptual sitemap and categorization of pages. The navigation and information architecture will take into account your current needs plus allow for future expansion and growth.
- Creation of a homepage layout wireframe that shows the placement of key information and dynamic content.

The Concept Stage will conclude with your satisfaction and approval of the homepage layout wireframe.

Stage 3: Design Stage

In the Design Stage our team continues with the graphic design for your homepage. Our creative ability and expertise allows us to develop a compelling graphic design while maintaining its usability. We work closely with your staff to establish a look and feel that reflects your community. Our world-class designers take the time to create a truly professional design that incorporates graphics, photos, fonts, colors, and other design elements that fit together to create a stunning, harmonious design. As part of our process we will create a preliminary design concept for the city's review. We will provide necessary revisions until you are completely satisfied. The Design Stage will conclude with your satisfaction and approval of the homepage design comp.

Stage 4: Development Stage

During the Development Stage the process continues as we create the interior page design then program the website. Development includes implementation of the Vision Content Management System™ and integration of the interactive components and features. Quality is ensured by our extensive experience, testing, and the proven Vision CMSTM. Included in the scope of your project is the content migration of up to 100 pages into the new website. We can provide guidance on the best practices for web content writing and will train your staff on the best approach for migrating additional content. Alternatively, at your request we can provide a price quote to migrate additional pages.

Migration is not a simple cut-and-paste process. As part of our migration service, we review the formatting and layout of each page, reformat it using the new site's design styles, and lay it out in a way that conforms to industry best practices for impact and readability.

Stage 5: Quality Assurance, Documentation, and Training Stage

While quality assurance is an integral part of every stage of the project, in the Quality Assurance, Documentation, and Training Stage we:

- Perform extensive functional testing.
- Review content.
- Create a custom training manual that incorporates actual screenshots of your site.
- Provide administrator and content editor training.

For your project we will provide a one day onsite training consisting of two sessions; one for your staff representatives on content editor training and the other session for advanced administrator functions including system configuration, system maintenance, reporting, and strategies for future expansion.

Note that the custom training manual incorporates screenshots from your website, making it easy for staff to understand and use. It is an excellent reference for new staff to use as well.

Stage 6: Launch Stage

In the Launch Stage, the website is moved to the production server. Our launch process includes the installation of necessary software, making configuration changes, and transferring code and content. Once transferred, we again go through the final quality assurance process to ensure the site transferred correctly plus do a final check for broken links, Section 508 compliance, and others. The site will be available to the public upon your final approval.