CONSULTATION AGREEMENT WITH THE CITY OF GEORGETOWN

This Consultation Agreement (the "Agreement") is entered into and made effective on the _____ day of _____, 2022 by and between Revize, LLC ("Consultant") and the City of Georgetown, Texas ("City").

1. **Scope of Services.** Consultant agrees to provide such services as further described in **Exhibit A**, which is attached and incorporated herein. Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph four of this Agreement shall be made and approved by the City prior to the Consultant providing such services, or the right to payment for such additional services shall be **waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Agreement, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

2. **Supplement Provisions**. Supplemental provisions applicable to this Agreement are included in **Exhibit B** and incorporated herein by reference.

3. **City Terms Prevail**. In the event there is a conflict between a term in **Exhibit A** or **Exhibit B** and a term in this Agreement, the terms of this agreement shall prevail.

4. **Total Compensation.** The total compensation paid by the City to the Consultant for the original two-year term, including expenses, under this Agreement shall not exceed $74,200. Any renewals will cost no more than $9,700 per year. Payment schedule will be made in accordance with **Exhibit C**, which is attached and incorporated herein.

5. **Term.** The original term of the Agreement shall become effective from date the Agreement is approved by the City, and it shall continue in effect with fixed fees and prices detailed in Exhibit C for two (2) years. Upon completion of the original term of the Agreement and upon mutual written agreement of both parties, the original Agreement may be renewed for up to three (3) additional one-year terms. The renewal will be under the same terms and conditions as the original Agreement. In the event a new Agreement cannot be executed at the anniversary date of the original term or any renewal term, the Agreement may be renewed on a month-to-month basis until a new Agreement is executed.

6. **Amendments.** Any changes to the terms of this agreement will not be effective unless in writing and signed by both parties.

7. **Insurance.** Consultant shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The polices, limits and endorsements required are set forth in **Exhibit D**. Consultants insurance certificate satisfying the City insurance requirements is attached as **Exhibit E**.

8. **INDEMNITY. THE CONSULTANT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, LIENS, COSTS, EXPENSES, ATTORNEYS' FEES AND ANY AND ALL OTHER COSTS, FEES AND/OR CLAIMS OF ANY KIND OR DESCRIPTION ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM THE AGREEMENT OR SERVICES PROVIDED UNDER THE AGREEMENT OR FROM ITS NEGLIGENCE OR WILLFUL ACT WHETHER SUCH ACT BE BY THE CONSULTANT OR ITS DESIGNEE. THE CITY, AS A GOVERNMENTAL ENTITY IN THE STATE OF TEXAS, SHALL NOT INDEMNIFY THE CONSULTANT.**

9. **Release by Consultant.** The Consultant releases, relinquishes and discharges the City, its elected officials, officers, directors, agents, employees, representatives and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense, for any injury to or death of any person (whether employees of either party or other third parties) and any loss or damage to any property that is caused by or alleged to be caused by, arising out of, or in connection with the work it performed under this Agreement. This release shall apply regardless of whether the claims, demands and/or causes of action are covered in whole or in part by insurance.

10. **Dispute Resolution.** If either the Consultant or the City has a claim or dispute, the parties shall first attempt to resolve the matter through this dispute resolution process. The disputing party shall notify the other party in writing as soon as practicable after discovering the claim, dispute or breach. The notice shall state the nature of the dispute and list the party's specific reasons for such dispute. Within ten (10) business days of receipt of the notice, both parties shall make a good faith effort, in person or through generally accepted means, to resolve any claim, dispute, breach or other matter in question that may arise out of, or in connection with, this Agreement. If the parties fail to resolve the dispute within sixty (60) days of the date of receipt of the notice of the dispute, then the parties may submit the matter to non-binding mediation upon written consent of authorized representatives of both parties. If the parties cannot resolve the dispute through mediation, then either party shall have the right to exercise any and all remedies available under law regarding the dispute.

11. **Ownership of Documents.** The City shall retain ownership of all associated work products and documentation obtained from or created by the Consultant pursuant to this Agreement. Consultant shall deliver all documents or other work product to the City upon request, including original versions if so specified in the request.

12. **Payment Terms.** All payments will be processed in accordance with Texas Prompt Payment Act, Texas Government Code, Subtitle F, Chapter 2251. The City will pay Consultant within thirty days after of receipt of a correct invoice for services. The Consultant may charge a late fee (fee shall not be greater than that permitted under the Texas Prompt Payment Act) for payments not made in accordance with this prompt payment policy; however, the policy does

not apply to payments made by the City in the event: (a) there is a bona fide dispute between the City and Consultant concerning the goods, supplies, materials, equipment delivered, or the services performed, that causes the payment to be late; (b) the terms of a federal agreement, grant, regulation or statute prevents the City from making a timely payment with Federal funds; (c) there is a bona fide dispute between the Consultant and a subcontractor and its suppliers concerning goods, supplies, material or equipment delivered, or the services performed, which caused the payment to be late; or (d) the invoice is not mailed to the City in accordance with Agreement.

13. **Termination for Convenience.** The City shall have the right to terminate this Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Consultant, to the extent of funds appropriated or otherwise legally available for such purposes, for all services performed and obligations incurred prior to the date of termination.

14. **Termination for Cause.** In addition to the termination rights described above, either party may terminate this Agreement effective upon written notice to the other if the other breaches any of the terms and conditions of this Agreement and fails to cure that breach within thirty (30) days after receiving written notice of the breach. In the event of an incurable breach, the non-breaching party may terminate this Agreement effective immediately upon written notice to the breaching party. In addition to all other remedies available under law and in equity, the City may remove the Consultant from the City's Vendor list in the event that this Agreement is terminated for cause and any offer submitted by the Consultant may be disqualified for up to three (3) years.

15. **Non-Appropriation**. This Agreement is a commitment of City's current revenues only. It is understand and agreed that the City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of the city does not appropriate funds sufficient to purchase the services. The City may terminate for non-appropriation by giving the Consultant a written notice of termination at the end of its then current fiscal year.

16. **Notices.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly, or sent via electronic means, addressed to the appropriate party at the address set forth below:

Notice to the Consultant:

>Revize LLC
>ATTN: Thomas Jean
>150 Kirts Blvd
>Troy, MI 48084
>thomas.jean@revize.com

Notice to the City:

City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:

City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
Skye.Masson@georgetown.org

17. **Independent Contractor.**   The Agreement shall not be construed as creating an employer/employee relationship, a partnership or joint venture. The Consultant's services shall be those of an independent contractor. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City. Consultant shall not be within protection or coverage of the City's Worker Compensation insurance, Health Insurance, Liability Insurance or any other insurance that the City, from time to time, may have in force.

18. **Force Majeure.** The City and the Consultant will exert all efforts to perform the tasks set forth herein within the proposed schedules. However, neither the City nor the Consultant shall be held responsible for inability to perform under this Agreement if such inability is a direct result of a force substantially beyond its control, including but not limited to the following: strikes, riots, civil disturbances, fire, insurrection, war, embargoes, failures of carriers, acts of God, or the public enemy.

19. **No Waiver.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach hereof.

20. **Nondiscrimination.** The Consultant, with regard to the work performed by it after award and prior to completion of this Agreement, shall not discriminate on the basis of race, color, sex, or national origin in the selection and retention of Sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by any federal, state or local law.

21. **Right to Audit**. The Consultant agrees that the representatives of the City shall have access to, and the rights to audit, examine, or reproduce, any and all Consultant records related to the performance under this Agreement. The Consultant shall retain all such records for a period of four (4) years after final payment on this Agreement or until all audit and litigation matters that the City has brought to the attention of the Consultant are resolved, whichever is longer.

22. **Advertising and Publicity**. Consultant shall not advertise or otherwise publicize, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by applicable law.

23. **Confidential Information**. Each party agrees not to use, disclose, sell, license, publish, reproduce or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement or as required by the Texas Public Information Act or other applicable law. Confidential Information shall be designated and marked as such at the time of disclosure. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance of the other party's confidential and proprietary rights in the information and to take appropriate action by instruction or agreement with its employees, consultants, or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The provisions of this paragraph shall survive the term of the Agreement.

24. **Contractor Certification Regarding Boycotting Israel.** Pursuant to Chapter 2271, Texas Government Code, Contractor certifies that either (1) it is a sole proprietorship or company with fewer than ten (10) employees, or (2) it does not currently boycott Israel and will not boycott Israel during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

25. **Contractor Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies Contractor is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

26. **Contractor Certification Regarding Boycotting Energy Companies.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott energy companies and will not boycott energy companies during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

27. **Contractor Certification Regarding Boycotting Firearm And Ammunition Industries.** Pursuant to Chapter 2274, Texas Government Code, Contractor certifies that either (1) Contractor is a sole proprietorship or company with fewer than ten (10) employees or (2) Contractor does not currently boycott firearm and ammunition industries; and will not boycott firearm and ammunition industries during the Term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

28. **Severability.** This Agreement is severable and if any one or more parts of it are found to be invalid, such invalidity shall not affect the remainder of this Agreement if it can be given effect without the invalid parts.

29. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Texas. Venue shall be located in Williamson County, Texas.

30. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the parties hereto and any subsequent successors and assigns; provided however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this Paragraph.

31. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the City or the Consultant.

32. **Entire Agreement.** This Agreement, with all exhibits, includes the entire agreement of the City and the Consultant and supersedes all prior and contemporaneous agreements between the parties, whether oral or written, relating to the subject of this agreement.

THE CITY OF GEORGETOWN   **REVIZE, LLC**

_____   _____

Name, Title:_____   Name, Title: Thomas Jean - Project Manager

Date Signed: _____   Date Signed: 9/8/2022_____

Approved as to form:

_____

Skye Masson, City Attorney

Exhibit A

Scope of Services

A.   DELIVERABLES

Revize shall provide:

- Content Management System (CMS): Transition from a WordPress website to one that uses an established Content Management System that is hosted by a website vendor or uses a vendor CMS and resides on contracted hosting website servers.
- Domain change: Transition the website from the georgetown.org domain to a new .gov domain, such as georgetowntexas.gov or georgetowntx.gov.
- URLs: Transition from the subdomain architecture to a georgetowntx.gov/service or georgetowntx.gov/event architecture.
- Branding: Use branding guidelines for the City logo, colors, and other brand elements as a result of a brand update process currently underway with North Star Place Branding.
- Website style guide
- Single-Sign On (SSO) to Site Administrators: Ability to give other employees access to create and edit pages with levels of access, provide page creation, and review workflow before posting live through a pre-production site and/or a process that allows for a series of approvals by City employees before pages are live on the site.

TIMELINE

Phase	Duration
Phase 1: Initial Meeting, Communication Strategy, SOW	3 Weeks
Phase 2: Discovery & Design	5 Weeks
Phase 3: HTML Template Development	3 Weeks
Phase 4: CMS Integration & Module Setup	4 Weeks

Phase 5: Custom Development & Quality Assurance Testing (Ongoing)	2 Weeks (Overlaps with Remaining Phases)
Phase 6: Sitemap Development / Content Migration	2-4 Weeks
Phase 7: Content Editor and Web Administrator Training on your new website, final content changes and Go Live preparation	2 Weeks
Phase 8: Go Live	1 Week
Go-Live (Average)	16-21 Weeks

I.　　Phase 1: Initial Meeting, Communication Strategy, SOW

Revize Account Manager will set up the initial internal project planning meeting to discuss the overall management of your project, establish a timeline, and devise a Revize-Client Communication Strategy that will keep everyone engaged and up-to-date on the progress of the project. Discuss specific technical requirements of the project and determine the phases through which those requirements will be addressed. In addition, Revize will address the content strategy of the new site and any new content that needs to be written and how to fit the existing content into the new site. Additionally, as an optional item, Revize will discuss the process of conducting online surveys to gather feedback from constituents for the new website layout and requirements. After this meeting, Revize will develop a Statement of Work and provide it to the client for review and approval.

Prior to the design kick-off meeting, City will receive Revise's questionnaire to complete with various answers that will help Revise's designers gather information regarding City's needs and preferences. Revise's team will also brainstorm ideas and suggestions with City during the meeting.

II. Phase 2: Discovery & Design

If there is client approval, Revize will collect feedback from the residents on the new design layout by setting up an online survey with a set of standard questions. The survey questions must be approved by the City prior to Revise adding a link from the current website. This link can also be distributed through other channels like email, newsletter, or any other form of communications City might be using to stay in touch with its residents. Usually there is a 1- to 2-week survey period.

Revize will support any City-led and initiated user testing, including during the discovery and development phases.

Once survey results have been tabulated and needs have been determined, City and the Revize team will participate in a Design Kick-Off Meeting. A senior designer and team will conduct an in-depth interview, and brainstorm ideas with you about the vision for the look and feel of City's custom website.

A. Design Principles

The Revize Web Application Developers will be responsible for the look, functionality, and performance of the City's website. Revize will be responsible for the security of the web content and web-based applications they create. Revize must ensure that the code supports secure authentication and authorization and provides access control mechanisms as required.

Good design principles will be based on readability, taking into consideration appropriate font type and size for headlines and text area, as well as line height – ensuring all page elements are balanced. Revise's designers will also pay meticulous attention to their use of shadows and gradients.
Revize designers must take the City's preferences, official brand colors, and pictures into consideration to create a color scheme consisting of no more than three colors. Revize will use variants and hues to create visual appeal, contrast, eye-catching allure and invoke the overall feeling that the client desires.

Revize must effectively use page elements such as call-to-action buttons, social sharing icons, email newsletter sign-up, and promotion areas, and provide an easy to navigate webpage that is informative without being overwhelming. Therefore, it is the designer's job to guide the City in making appropriate placement choices for needed items.

B. Revize Design Trends

Revise will adhere to the following design principles.

1. **Responsive Web Design** – The most important development in website design in years, Responsive Web Design (RWD) automatically conforms and optimizes websites for any screen size. Revise's websites will offer this very important feature of easily and cleanly conforming to computer, tablet and mobile device screens.
2. **Liquified Content** – This is another important trend that address the fact that information is no longer static or concrete. Instead, content is specifically customized for each unique user. Liquidity of content enhances the immediacy and flexibility of content. The more liquid your community's content, the easier it is for residents and businesses to access this information in ways and via the channels of their choice: fixed or mobile, interactive and live. Revize will effectively make your content liquid. This will make it adaptable to various situations and, therefore, easy to reuse in different contexts distributed for a variety of display formats and communication channels.
3. **Image Tiles** – This is a trend that enables developers to display content in a pin board style of display. Revize will offer this feature, which creates a very visually appealing display of content, such as pictures or social streams.
4. **4 Parallax Scrolling** – Revise will incorporate this highly advanced, innovative design technique. Parallax Scrolling allows Revize to build websites in multiple layers, with content that moves across the screen at different speeds as visitors scroll. This unique design technique is very visually engaging and can help improve time-on-site metrics.
5. **Innovative Typography** – This plays a very important role in website design, image and branding, and is especially important for maximizing the look and feel of the website when accessing it from mobile devices. Revise will take many factors into consideration when selecting the type of fonts, font sizes, and colors to be used for a website.
6. **Social Feeds** – Revise will create a social area or social wall that combines activity from multiple social networks, like Facebook, LinkedIn, YouTube and Pinterest. Revize offers a comprehensive line of popular social media applications and networking.

C. Key Phase Objectives & Deliverables:

Revise will follow the following steps while designing new sites:

- Establish Needs and Creative Direction: Understand City's objectives and requirements and provide recommendations for effective online branding pertinent to City's requirements, existing branding and web audience's needs. The Revize designer will also conduct his own research in order to capture the character and

"feel" of City's area, which will inspire ideas for the overall design direction of the website.

- Main Menu Navigation & Home Page Wireframes: Work with the City to establish a main-level navigational architecture and identify key items accessible from your home page. This establishes a baseline for the navigational structure, as well as the preferred content structure (wireframe*) for the home page.
- Page Layout and module placement: Revise will follow all the best practices to layout the different features and modules so that they can be easily accessed by City's residents. For example, on the home page there will be sliding picture gallery and quick link buttons for Notify Me, Report a Concern, Document Center, FAQs etc. Also, the news and announcements module and events calendar would be integrated into the website, along with the Social Media Center.
- Design Deliverable: The design concepts for this phase will be based on one or possibly two home page layouts. The City will review and provide design feedback to the designer for changes. Revize asks that the City have no more than three iterations of changes up to the point that the final concept is approved, provided that Revize properly incorporates the City's requested changes with each iteration.
- Final Home Page Sign Off: When all changes have been made, Revize will present the final home page design and layout for approval. City approval is required to proceed to the next phase, the inner pages of the website, and the process repeats itself before the actual HTML & CSS is written.
- Final Inner Page Sign Off: When all changes have been made, Revize will present the final inner page designs and layouts for approval. City approval is required to proceed to the next phase, when the actual HTML & CSS is written.

III.   Phase 3: Template Development, CMS Integration

First, the Revize development team will transform the approved designs from mere pictures into fully functioning HTML/CSS and Revize Smart Tag enabled web page templates using the Revize Dreamweaver Extension. The Revize Smart Tags are fully customizable and allow customers to expand functionality as needed. To maximize this extensibility, the full Revize Java API will be provided to City with Revise's Advanced Training Program.

IV.   Phase 4: CMS Modules Setup

In this phase, all of the features and modules the City has requested will be set up, e.g. calendar, document center, picture galleries, alert center, translation, e-Notify, etc., are all brought to life and made functional while also being tested in the Revize CMS. Revize enhances current modules and adds new modules continuously, and City will receive all future updates to modules at no additional cost.

V.   Phase 5: Custom Functionality Development & QA Testing

In this phase and according to the specifications, custom functionality of existing CMS modules, database scripting and programming, as well as any custom application development will be executed. The Revize development team will be interfacing directly with City's technical staff to obtain information and test information exchange and application functionality.

This phase may overlap phases 2 – 4.

In the testing phase, Revize must ensure that the website meets functionality, performance and security standards. The Revize QA team will uses mock data to test navigation and interfaces of the templates, along with any custom developed applications or modules. Additionally, through a series of tests, Revise will perform input validation to ensure that security mechanisms cannot be bypassed if anybody tampers with data he or she sends to the application, including HTTP requests, headers, query strings, cookies, and form fields. Revise will ensure that when errors do occur, they are processed in a secure manner to reduce or eliminate exposure of sensitive implementation information.

VI.   Phase 6: Content Development / Content Migration

Revize will develop all of the pages for the site to make the initial content available upon site deployment. Content development and migration experts will use the latest standard formatting practices to develop the navigation and create the most effective content possible for City's website. This includes spelling and style corrections into the new website. Revize will implement an effective website architecture with the latest technology and usability trends so website visitors can find information in an instant. Revize will also assess your current website content and incorporate what you currently have with additional content to maximize interest and excitement for your readers. Content experts will be educated in proper writing and terminology, and will use correct grammar, spelling and punctuation.

Revize web designers use creative typography which makes the website more visually appealing and also plays a role in defining the hierarchy of content to be placed on the web page. Variations in size and color are used, as well as strategic placement on the page to highlight certain site areas so the visitors can easily navigate the site.

VII.   Phase 7: Training Your Staff (in-person or web based training)

Once the website is ready for City to begin editing, City will be able to easily revise content as often as needed. Revize will train City staff on how to operate the Administrative and Content Editor functions so you can manage your website. Revize may provide this training on-site; however, it can also provide on-line training for staff if you prefer. For

convenience, training materials can be downloaded from the Revize website. After training, Revise's friendly and responsive support staff will be available to answer questions and provide training refreshers as needed.

Standard Training Agendas

Basic Administrator Training (How to)
- Sign-in
- Create users
- Assign roles
- Set page level permissions
- Set section level permissions
- Configure and set up workflow approval process

Content Editor Training (How to)
- Sign-in
- Edit page content
- Copy/paste content or add new
- Create a file link
- Create a link to another web page or external web site
- Create a new page and link to it
- Insert/update a picture
- Insert/update a table
- Spell check
- Save and Save as Draft
- History of the page content (content archive)
- Create a survey form or any other type of online web form
- Create navigation pages (top/left menus)
- Create new calendar and create/edit calendar events
- Edit metadata

Advanced Administrator Training (How to)
- Run back-end reports
- Run Google Analytics reports

Training on use of specific Modules included, such as
- Emergency Notification Center
- Public Service Request App
- Web Calendar
- E-Notify
- Quick Links

- Document Center
- Form Center
- News Center
- Frequently Asked Questions
- Request Center
- Bid Posting Center
- Job Posting Application
- RSS
- And more….

Revize Maintenance Covers
- 4 CMS upgrades per year
- Software and modules upgrades (Automatic Install)
- Server Hardware & OS upgrades
- Immediate bug fixes/patches
- Round the clock server monitoring
- Data Center network upgrades
- Security and antivirus software upgrades
- Firewall and router upgrades
- Bandwidth and network infrastructure upgrades
- Remote backup of all website assets
- Tape backup of all website assets
- Quarterly newsletters on major feature updates
- Regular Webinars on CMS features and usage

VIII. Phase 8: Final Phase: You Go Live!

The final phase in the process is to redirect your website domain name from your old site to your beautiful new one. Specifically, the new website domain will have a .gov suffix. Once this is completed, Revize will closely monitor the transfer for the first 24 hours to ensure that everything is working properly. Any issues that arise will be immediately resolved by Revize. Additionally, if City chooses to renew the Agreement, Revize will provide a complete website redesign to City's specifications at no additional charge beyond the existing annual fee detailed herein.

A. Marketing & Ongoing Consultation

Revize will draft press releases for posting on the City's website and for distribution locally, and will continuously monitor the site after it goes live so the City can take advantage of all marketing opportunities. Revize will submit the City's site for different awards and recognition competitions to further maximize the site's exposure.

B. Search Engine Registration and Marketing

Revize will input all the targeted keywords to make City's web pages search engine friendly, thus enabling users to find targeted information when they do a Google, Yahoo or any other search on the site.

C. Resilient Hosting:

Revize will use the Amazon Web Services (AWS) Hosting Infrastructure to connect to multiple Internet Service Providers (ISPs) and to a private global network backbone to offer lower cost and more consistent cross-region network latency.

Revize Web Sites must be hosted on a Virtual Machine running Windows Server operating system with Internet Information Service (IIS) as a Web Server. Virtual Machine is an EC2 instance in AWS terms is hosted inside a VPC in an availability zone of a pre-selected region. A number of EC2 are provisioned in multiple locations across the United States inside a Virtual Private Center isolated from the Internet and the rest of Amazon Web Services infrastructure to offer faster access to the end-users and to minimize the impact of an outage, whether of a specific EC2 instance, an availability zone or an entire AWS region.
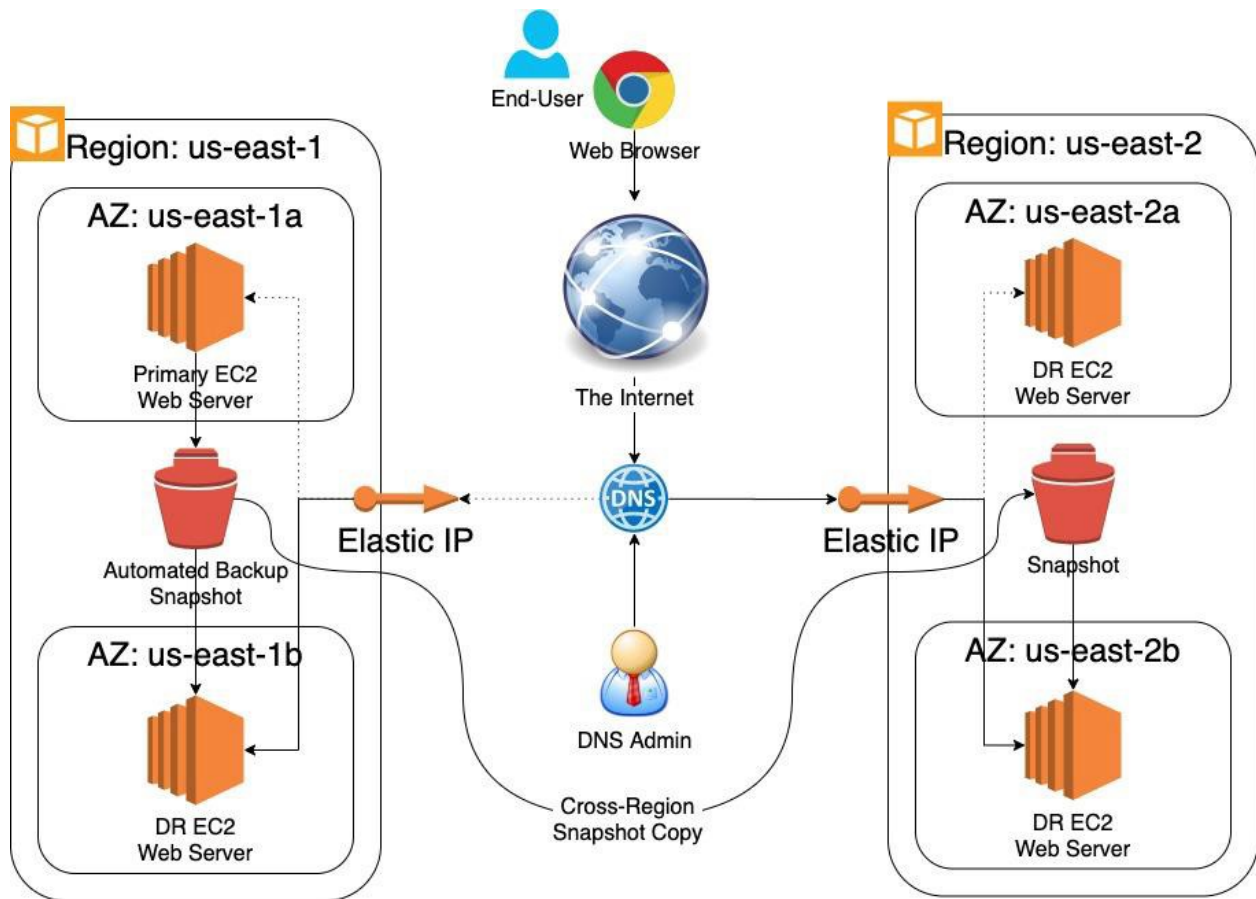
D. Disaster Recovery:

Windows Web Server virtual disk or EC2 Elastic Block Storage (EBS) must be backed up every night at 10 PM EST. Additionally, the snapshots or virtual disk backups are subsequently automatically copied between regions to enable cross-region recovery capabilities.

Should a Web Site hosted by Revize and monitored in automated fashion become unavailable, another EC2 instance can be restarted. When that proves insufficient, EC2 instance will be reprovisioned in the same availability zone, a different availability zone, or, in a different region using the latest snapshot in the matter of a couple of minutes.

The incoming request, from the Internet traffic, is bound to a static IP address or Elastic IP in AWS terms that leverages NAT to forward traffic to a running EC2 instance private IP address. In the case of an EC2 instance re-provisioned in the same region, whether in the same or a different availability zone, Elastic IP is re-assigned to the new EC2 instance.

Elastic IP is represented to the public internet using CName or A-Host domain name services entry. In case of an EC2 instance or an availability zone failure, no adjustment to domain name service is required. In the case of a regional, wide-spread AWS outage, an EC2 instance is reprovisioned in a different region, re-using the latest snapshot preserving

the content as of the last automated backup. However, an Elastic IP is specific to the region and, therefore a change to CName or A-Host configuration is required to point to the disaster recovery regional Elastic IP.

Revize Disaster Recovery Infrastructure Diagram. AZ stands for Availability Zones.

IX. Security

Revize must provide the City with the very best website protection protocols. Data centers are located on secure premises equipped with card-reader access, security cameras and guards on duty 24/7 to ensure the physical protection from unauthorized entry.

Revize/AWS complies with SOC 1/ISAE 3402, SOC 2, SOC 3, FISMA, DIACAP, and FedRAMP, PCI DSS Level 1, ISO 9001, ISO 27001, ISO 27017, ISO 27018 and other programs. Revize is responsible for securing the content, access to the content on the web server, to snapshots, configurations and infrastructure as a whole.

Revize's web and network administrators will monitor network activity 24-hours-a-day to ensure system integrity and protection against threats such as Denial of Service (DoS)

attacks that could corrupt your website or block user access. Maintaining the secure configuration of our web servers is managed through application of appropriate patches and upgrades, security testing, vulnerability scans, monitoring of logs, and backups of data and OS.

A. Security Controls, SSL, and Active Directory (LDAP)

- Anti-malware software such as antivirus software, anti-spyware software, and rootkit detectors
- Shield Plus Security Bundle to prevent DDoS attacks
- Intrusion detection and prevention software (such as file integrity checking software)
- Host-based firewalls to protect CMS servers from unauthorized access
- Patch management software
- Security and Authentication Gateways
- Content filters, which can monitor traffic to and from the web server for potentially sensitive or inappropriate data and take action as necessary
- HTTPS (Hypertext Transfer Protocol over SSL), which provides encryption and decryption for user page requests that require more secure online transactions
- SSL (Secure Socket Layer) provides an encrypted end-to-end data path between a client and a server regardless of platform or OS
- If you have an existing SSL Certificate we can transfer it to the new website. Otherwise, if included, we will install a new SSL Certificate upon go live.
- Active Directory (LDAP) is compatible with the Revize CMS. It can be set up in a variety of configurations. As part of the process we will work with you to determine which configuration will best meet your needs.

B. Application Security Authentication

- Role-Based Security: Role-based authentication to add individual user accounts and assign them system roles like Editor, Developer, Administrator, Workflow Approvers, etc., or department roles and empower the department to assign specific roles to users.
- Permission-Based Security: Ability to set up Content Owners/Editors and restrict which site pages they are authorized to update
- Global & Department Workflow Management: Create workflow management and approval processes where authorized department personnel become approvers

C. Maximum Response Times

- 1 hour for crisis issues
- 4-6 hours for critical issues

- 24 hours for normal issues

D.   Revize Support

- 8 a.m. – 8 p.m. EST Phone Support (Monday thru Friday)
- 24X7X365 Portal & Email Support
- Dedicated support staff to provide assistance and answer all questions
- New and existing user training
- Training refreshers
- Video tutorials and online training manual
- Automatic integration of enhancements
- E-Newsletter module support
- Automatic upgrades of CMS Modules such as Calendar, Document Center, etc.

E.   Software Maintenance

Revize will roll out two new versions of the Revize CMS, and six to eight product updates every year. The Revize CMS will be continuously enhanced to keep pace with cutting edge technologies and industry trends. When a software update or new version is rolled out, Revize will automatically update all servers used by our subscription service clients.

F.   Revize Website Analytics

Revize will provide Custom APIs for Google Web Analytics that is integrated in the City's website. Revize CMS dashboard for Analytics will provide an overall picture of how residents are interacting with the site, which pages/documents are being viewed most, how much traffic the site is getting across different geographic regions etc. The City can filter and download all sorts of analytics reports for the IT Team and Management to analyze the data and effectiveness of the website content and services offered. Below is a graphical view of Revize's analytics dashboard interface, the data shown is for its own website but this will be replaced by the City site data when it's integrated.
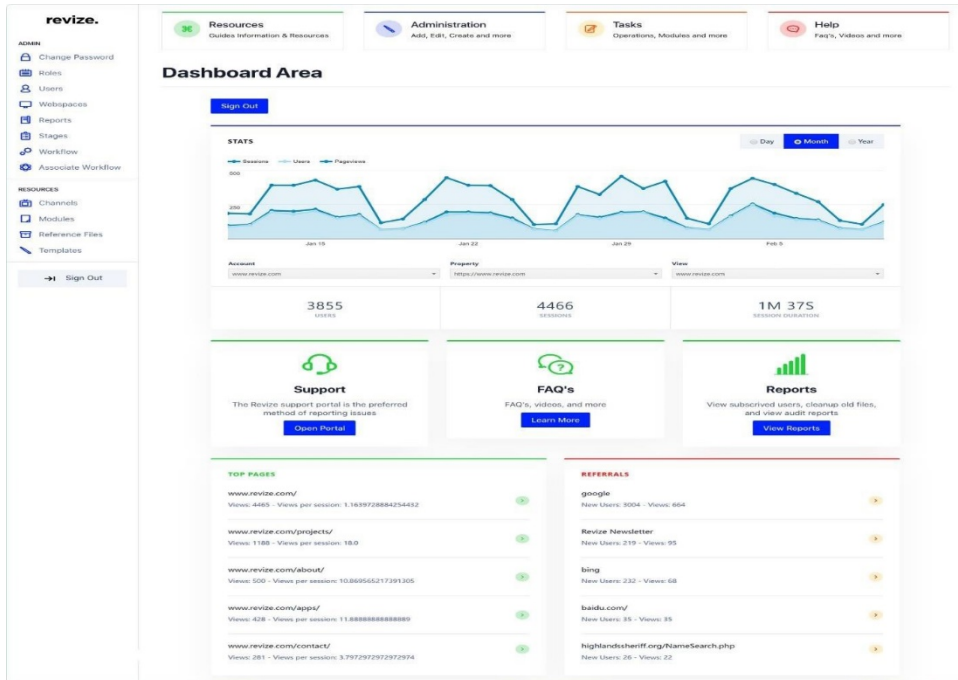
Exhibit B

Supplemental Provisions

1. **IT INDEMNITY. CONSULTANT SHALL INDEMNIFY AND DEFEND THE CITY AGAINST ANY THIRD-PARTY CLAIM ALLEGING THAT A CONSULTANT-DEVELOPED OR MANUFACTURED PRODUCT OR SERVICE ("INFRINGING PRODUCT") DIRECTLY INFRINGES A PATENT OR COPYRIGHT ("INFRINGEMENT CLAIM") OR BREACHED DATA PRIVACY LAWS ("PRIVACY CLAIM"), AND CONSULTANT WILL PAY DAMAGES FINALLY AWARDED AGAINST THE CITY BY A COURT OR ARBITRATOR, OR AGREED TO IN WRITING BY CONSULTANT OR THE CITY IN SETTLEMENT OF AN INFRINGEMENT CLAIM OR PRIVACY CLAIM. IF AN INFRINGEMENT CLAIM OCCURS, OR IN THE CITY'S OPINION IS LIKELY TO OCCUR, CONSULTANT MAY AT ITS OPTION: (A) PROCURE FOR THE CITY THE RIGHT TO CONTINUE USING THE INFRINGING PRODUCT; (B) REPLACE OR MODIFY THE INFRINGING PRODUCT SO THAT IT BECOMES NON-INFRINGING; OR (C) GRANT THE CITY (I) A PRO-RATED REFUND OF ANY AMOUNTS PRE-PAID FOR THE INFRINGING PRODUCT (IF THE INFRINGING PRODUCT IS A SOFTWARE PRODUCT), OR (II) A CREDIT FOR THE INFRINGING PRODUCT, LESS A REASONABLE CHARGE FOR DEPRECIATION (IF THE INFRINGING PRODUCT IS EQUIPMENT).**

2. **DUTY TO DEFEND. CONSULTANT SHALL ASSUME THE DEFENSE OF THE CITY PURSUANT TO THE PROVISIONS OF THE PARAGRAPH ABOVE WITHIN TEN (10) DAYS OF RECEIPT OF WRITTEN NOTICE. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY THE CITY FOR ENFORCEMENT OF ITS RIGHTS UNDER THE PARAGRAPH ABOVE BETWEEN THE TIME BY WHICH CONSULTANT SHOULD HAVE ASSUMED THE CITY DEFENSE AND THE TIME WHEN CONSULTANT ASSUMES THE CITY'S DEFENSE SHALL BE REIMBURSED BY CONSULTANT. ANY LEGAL COST OR EXPENSE, INCLUDING ATTORNEY'S FEES, INCURRED BY THE CITY IN THE SUCCESSFUL PROSECUTION OF ANY LITIGATION OR ARBITRATION SEEKING TO ENFORCE THE PROVISIONS OF THE PARAGRAPH ABOVE OR IN NEGOTIATING A SETTLEMENT OF SUCH CLAIM, SHALL ALSO BE REIMBURSED BY CONSULTANT.**

Exhibit C

Payment Terms

Payment will be a fixed fee in the amount listed in Section 4 of this Agreement. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

Phase 1: Project Planning and Analysis, SOW	**$3,500**
Phase 2: Discovery & Design from scratch – One concept, three rounds of changes, home page template and inner page design and layout, includes Responsive Web Design for great viewing on any size handheld internet viewing device complete with pictures and no need to zoom in on the text!	**$12,500**
Phase 3 & 4: Revize Template Development – Set-up all CMS modules listed on the following page with linking to any additional 3rd party web application. You also receive all updates to all CMS modules for the life of your Revize relationship. And you own the technology, design and content!	**$18,600**
Phase 5: QA Testing and Custom Development	**$5,900**
Phase 6: Site map development and content migration Best practices migration according to new sitemap including spell checking and style corrections – Full Migration of all webpages and documents	**$11,400**
Phase 7: Content editing and site administration training	**$2,900**
Phase 8: Go live!	**Included**
Annual tech support, CMS software updates (unlimited users), and website health checks. website hosting included (Unlimited storage space):	**$9,700**
Grand Total (1st year) **Second year and onward investment***	**$64,500** **$9,700/year**

*Website Redesign included in year 4 at no additonal charge

Grand Total (1st year)	$64,500
Second year and onward investment*	$9,700/year

Exhibit D

Insurance Requirements

I.   The Consultant agrees to maintain the types and amounts of insurance required in this Agreement throughout the term of the Agreement. The following insurance policies shall be required:

     A.   Commercial General Liability
     B.   Business Automobile Liability
     C.   Workers' Compensation
     D.   Professional Liability

II.   For each of these policies, the Consultant's insurance coverage shall be primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Agreement shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III.   General Requirements Applicable to All Policies.

     A.   Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
     B.   Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
     C.   "Claims made" policies are not accepted, except for Professional Liability insurance.
     D.   Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) calendar days prior written notice has been given to the City of Georgetown.
     E.   The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
          1.   The insurance company is licensed and authorized to do business in the State of Texas
          2.   The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
          3.   All endorsements and coverages are included according to the requirements of this Agreement
          4.   The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

F.   The City of Georgetown, its officials, agents, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, employees, and volunteers.

V.   **Commercial General Liability** requirements:

A.   Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B.   Minimum Combined Single Limit of $1,000,000 per occurrence per project for bodily injury and property damage with a $2,000,000 annual aggregate limit.

C.   Coverage shall be at least as broad as Insurance Service's Office Number CG 00 01.

D.   No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

E.   The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and where exposures exist, Explosion, Collapse and Underground coverage.

F.   The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

VI.   **Business Automobile Liability** requirements:

A.   Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current Best Key Rating Guide.

B.   Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

C.   The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

D.   The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

VII.   **Workers' Compensation Insurance** requirements:

A.   Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, *all* employees of the Consultant, the Consultant, *all* employees of any and all subconsultants, and all other persons providing services on the Project must be covered by a workers compensation insurance policy, either directly through their employer's policy (the Consultant's, or subconsultant's policy) or through an executed coverage agreement on an approved DWC form. Accordingly, if a subconsultant does not have his or

her own policy and a coverage agreement is used, Consultants and subconsultants *must* use that portion of the form whereby the hiring Consultant agrees to provide coverage to the employees of the subconsultant. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent Consultant may not be used.

B.   The workers compensation insurance shall include the following terms:

    1.   Employer's Liability limits of $1,000,000 for each accident is required.

    2.   "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

    3.   Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

VIII.   **Professional Liability** requirements:

A.   Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

B.   Minimum of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City upon request.

C.   For "claims made" policies, the availability of a 24-month extended reporting period is necessary. The retroactive date shall be shown on the certificate of liability insurance.

Exhibit E

Certificate of Insurance