



CITY COUNCIL STAFF REPORT

DATE: September 4, 2013 Consent Calendar

SUBJECT: CONSULTING SERVICES AGREEMENT IN THE AMOUNT OF \$37,000 FOR THE RE-DESIGN AND IMPLEMENTATION OF THE CITY OF PALM SPRINGS WEB SITE AND AN ANNUAL SERVICE MAINTENANCE AGREEMENT IN THE AMOUNT OF \$6,600.

FROM: David H. Ready, City Manager

BY: Amy Blaisdell, Director of Communications

SUMMARY

In December of 2007, the Palm Springs City Council approved a Consulting Services Agreement with Vision Internet in an amount not to exceed \$60,000 for the design and implementation of a new City Web site. Over the past six years, web design, technology and content management systems have improved and it has become necessary to re-design the City's Web site in order to make it more dynamic, user-friendly and easy to navigate for residents and visitors. In order to achieve this goal, a professional Web design company is required. This action would approve a Consulting Services Agreement with Vision Internet in an amount not-to-exceed \$37,000 for the re-design and implementation of the City's current Web site. Funding is available through the Technology Fund.

RECOMMENDATION:

1. Approve an addendum with Vision Internet to redesign and the implementation of the City's website in the amount of \$37,000.
2. Approve a service maintenance agreement with Vision Internet for Vision Live ongoing support services in the amount of \$6,600 per year with annual CPI adjustments.
3. Authorize the City Manager to execute the necessary documents in a final form approved by the City Attorney.

ANALYSIS:

The City operates and maintains its current Web site, initially developed by Vision Internet in September 2008.

Our current Web site consists of a number of static html pages which contain useful information about the City, its departments and services. In addition, it features news releases, photo galleries, a calendar of City-sponsored events held throughout the year, allows residents to report code enforcement complaints and provides meeting agendas and minutes of City Council and other Boards and Commissions. The Web site also allows users to view streaming video of City Council and other meetings over the Internet. The City's current contract does not provide for upgrades and/or service maintenance.

However, as technology in this area is continuously improving, the City's current design does not include many of the new interactive features that Vision Internet now has available.

Vision Internet is a full-service company offering Web site consulting, design, development, hosting and maintenance services. They have designed Web sites for thousands of clients. Some of their clients include the cities of West Hollywood, Santa Monica, La Quinta, Indio, Palm Desert, Arcadia, Diamond Bar, Lancaster, numerous school districts, professional associations, chambers of commerce and tourism bureaus.

The City formed an internal Web site Committee and solicited input from a representative of the Palm Springs Neighborhood Involvement Committee. The consensus of the Committee was to recommend the current provider Vision Internet as the most economical and efficient path to move forward as Vision currently maintains the City's historical content and has developed new and improved Web technologies search capabilities.

The City solicited a detailed scope of services from Vision Internet outlining their approach to re-designing the current Web site. A copy of the scope of services is attached as well as a copy of the Consulting Services Agreement. As part of the agreement, Vision Internet will incorporate many enhanced features and interactive components into the current Web site. These include:

- A new, more powerful Content Management tool for web updating
- A new, more robust Google Search Engine
- A complete site re-design, which will include a new responsive graphic production and design, improved tool bars and a dynamic page resizing for smart devices such as iPad, iPhone, Surface and Android
- Updates to provide compatability

- A Site Map Consultation with the City's Project Manager to determine what content is most relevant to users and how it should be displayed on the web site.
- Support Services for technical issues.

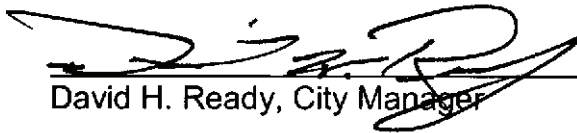
The re-design and implementation of the Web site is estimated to take 6-7 months. Vision Internet is proposing a flat fee of \$37,000 to re-design the Web site and an annual fee of \$6,600 for support services with an annual CPI adjustment.

FISCAL IMPACT:

Funding is available through the Technology Enhancement Fund (261-1395-54046).



Amy Blaisdell, Director of Communications



David H. Ready, City Manager

Attachments:

Proposed Addendum
Subscription Services Agreement



Addendum #8

This Addendum #8 ("Addendum") specifies additional work to the Professional Services Agreement dated February 11, 2008 (the "Agreement"). The City of Palm Springs, ("City"), a California charter city and municipal corporation, desires Vision Internet Providers, Inc., a California corporation ("Consultant"), to perform work specified in Addendum #8 Scope of Services ("Scope"), attached hereto and incorporated herein by this reference.

1. Price: Consultant agrees to complete all work set forth in Scope for thirty seven thousand dollars (\$37,000).

A. City agrees to pay Consultant as follows:

- (i) An initial payment of eighteen thousand five hundred dollars (\$18,500) within thirty (30) days of full execution of this Addendum;
- (ii) A payment of eighteen thousand five hundred dollars (\$18,500) upon completion of all work set forth in Scope.

2. Contractor will provide City annual subscription services as defined in the visionLive™ Subscription Services Agreement, attached hereto and incorporated herein by this reference.

AGREED:

CITY OF PALM SPRINGS, CA

DATE: _____ By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

DATE: _____ By: _____

STEVEN CHAPIN Title: President

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Consultant's Initials _____



Addendum #8 Scope of Services

visionCMS™ Upgrade

Because the City of Palm Springs is already a client, we can provide a cost effective upgrade to our advanced visionCMS™, retaining much of the functionality of your current site while providing many new features.

The most recent version of the visionCMS™ includes many enhancements and features that were created in direct response to suggestions from clients like you. We are excited to be able to offer even more advanced tools to allow for greater flexibility for website administrators.

Highlights include:

- **Page template builder** for creating new layouts on the fly.
- **Departmental page restrictions** so that you can control staff access to individual page templates.
- **Drag & drop** for uploading and sorting pictures, files, and documents in one simple step.
- **Personal toolbars** making it easy for your staff to access frequently used features with one click.
- **Backend dashboard** so that users can oversee site activity and tailor their workspace to their unique needs.
- **In-page editing** for updating content from a front-end view.
- **iOS friendly editing** to allow basic page editing on mobile devices like the iPad and iPhone.

A list of features in this version can be found in Addendum 1 to the visionLive™ Subscription Services Agreement.

While the most important tools and functions carry over to the new version, not all functionality from your current content management system will be identical in the new .NET version. We will do everything reasonably possible to ensure at least 95% similarity between your current design and that of the new site. Please note:

- If your staff has created customizations to the site files or database, they will not carry over to the new visionCMS™. Your staff may be responsible for identifying any customizations they have made and implementing them in the new system.
- The following components will be carried over to the new visionCMS™.
 - Flight List
 - Quick Booking

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- The listed price for this upgrade is valid for ninety (90) days after receipt of this document, provided no new components or customizations are added to your current site.
- We will migrate your existing content to the new site except for content from the components above and from the Form Tool. The Form Tool has been revamped and the City will need to recreate any forms currently used on the website.

Responsive Design

Your site visitors utilize a wide variety of devices to access your website, including mobile phones, tablets, and computers with large and small monitors. Fortunately, with Responsive Design your website will detect the screen resolution of the user's device and automatically respond, producing a view of the site optimized specifically for that screen. This ensures your site visitors will be able to easily use the site, no matter what device they are using.

Sitemap

Vision Internet can consult with your staff on how best to organize your website's content. For your website, we recommend organizing information by service, topic, and/or target users. Keep in mind that the average user does not know the organizational structure of the City, nor needs to. Our 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. Towards the end of our optional consulting, we will deliver:

- Approved sitemap

Graphic Redesign

Vision Internet's creative ability and expertise will allow us to develop compelling graphic design to make your website look great, while maintaining its usability. We will work very closely with your staff to establish a new design for the website that reflects your unique identity.

Included in our scope of work, we will implement a new homepage design for your website. We will provide the City with three homepage design concepts for your approval. The City will select one for implementation in the website and we will provide revisions of the selected homepage design concept. Upon approval of the final homepage design concept by the City, we will also create up to three interior page designs. These interior page templates can be applied to your website's departmental pages, providing a consistent overall look.

Towards the end of the design phase, we will deliver the following:

- Three homepage design concepts

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- Approved homepage design
- Up to three interior page templates

Project Notes

N/A

Contact

Questions regarding the above mentioned item can be referred to Account Manager Jeff Pook.

Price for Services

Item	Pricing
visionCMS™ Upgrade	\$16,000
Custom Components Carried Over	
Flight List	\$2,000
Quick Booking	\$1,000
Responsive Design	\$2,000
Sitemap	\$4,000
Graphic Redesign	\$12,000
Total	\$37,000

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**visionLive™ Subscription Services Agreement
Vision Internet Providers Incorporated
Account Terms and Conditions**

This Agreement for Subscription Services ("Agreement") is hereby entered into this ____ day of _____, 2013, by and between Vision Internet Providers Inc. ("Consultant"), a California corporation, and the City of Palm Springs ("City"), a California charter city and municipal corporation. City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

1. Ongoing Service Provisions

Pursuant to the terms herein, Consultant agrees to provide Hosting Services, Upgrade Services, and Support Services (collectively "Subscription Services") as provided below for the City's website, which utilizes Consultant's Vision Content Management System ("VCMS") developed under a prior or concurrent agreement by and between Consultant and City ("Website Development Agreement"). To the extent that the Website Development Agreement and/or any other prior agreement entered into by and between Consultant and City conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement. Consultant will provide Subscription Services to the City in accordance with the terms and conditions of this Agreement and in exchange for payment of fees as set forth in Section 2 below. Subscription Services include the following:

- (a) **Hosting Services**
Consultant will provide shared website hosting on a Microsoft Windows Server and shared database hosting on a Microsoft SQL Server for one (1) unique domain.

- (b) **Upgrade Services**
Consultant will provide Upgrade Services which include:
 - Enhancements to the backend VCMS functionality.
 - Enhancements to the Included Interactive Components that were developed under the Website Development Agreement or other prior agreement entered into by and between Consultant and City.
 - New Interactive Components released from time to time according to the visionLive™ Roadmap ("Roadmap").
 - Bug fixes to the VCMS code.
 - Updates to provide compatibility to future versions of Supported Web Browsers (as defined below) within three months of their release. Compatibility with previous versions of Supported Web Browsers is not guaranteed.

City understands and agrees that the Supported Web Browsers for the frontend of the website currently are Firefox, Internet Explorer, Chrome, and Safari. City understands and agrees that Supported Web Browsers for the backend of the website currently are Firefox and Internet Explorer. City understands and agrees that Supported Web Browsers for visionMobile™ currently are iOS Safari, Android Chrome, and Windows Phone 7 Internet Explorer. All of the web browsers listed in this paragraph, and any others added by Consultant at its discretion are herein referred to collectively as the "Supported Web Browsers".

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To receive the Upgrade Services, a non-interrupted Subscription Services Agreement must be in place from time of website launch and the VCMS code must be unmodified.

Upgrade Services do not include:

- Optional Interactive Components.
- Modules, Programs, or Software Applications.
- Conversion to new platforms.
- Modification of third-party products.
- Updates to provide compatibility to third-party products, except for those included in VCMS.
- Upgrades that require modification to website design.
- System configuration, website content editing and/or formatting, website design, custom data updates, etc.

(c) **Support Services**

Support Services is defined as technical support for the unmodified VCMS. Consultant will provide Support Services to a designated City account manager, system administrator or webmaster. Technical support is generally available by email and telephone from 7:00 AM to 5:00 PM Pacific Time Monday through Friday excluding holidays ("Business Hours"), with emergency support available 24 hours a day, 7 days a week. An emergency is defined as the website being down for more than ten (10) minutes.

(d) **Redesign Services**

At the conclusion of year four of an uninterrupted Subscription Services agreement, the City will be entitled to a basic graphic redesign of one (1) website. Basic graphic redesign does not include Design Themes. Services shall include:

- Project Management
- Wireframe Development
- Graphic Design Development with one preliminary concept
- Graphic Production

Consultant will not develop a sitemap or new content as part of the redesign, but will assist the City in transferring existing content into the new design

2. Fees

Consultant shall be compensated in the amount of six thousand six hundred dollars (\$6,600) per year in U.S. funds in advance, which rate shall be increased by five percent (5%) per year, ("Fees") for each year of the Initial Term (defined below), and any and all renewal terms, as provided in Section 3 below. Under no circumstances shall Consultant be entitled to additional compensation above the Fees set forth above for completion of any of Consultant's obligations pursuant to this Agreement. Consultant shall invoice City annually within thirty days of start of service or any renewal term as defined below. Any services not covered in this Agreement will be subject to additional fees and will be considered extra work ("Extra Work"). Extra Work will be billed at Consultant's prevailing hourly rates, which are currently as follows: HTML Programming, Content Migration, \$85/hr; Graphic Production \$95/hr; Quality Assurance, Testing,

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Debugging, Technical Support, Webmaster Services, \$105/hr; Consulting, Project Management, Database Design, Dynamic Programming, \$135/hr; Graphic Design, Training, \$125/hr. City shall be responsible for any or all additional fees including, without limitation: software, applications, online promotion, marketing, copy writing, redesign, change orders, mailings, and fees to any third party vendors if applicable. Calls outside of Business Hours not deemed an emergency as defined above will be subject to a minimum fee of \$135.

3. Term and Termination

The Subscription Services will begin when the website is hosted on the production server and remain in effect for a period of four years thereafter (the "Initial Term"). With respect to the Initial Term, unless one party has given written notice to the other party of its intent not to renew this Agreement at least thirty (30) days prior to expiration of the Initial Term, this Agreement will continue in effect on a year-to-year basis thereafter until one party gives written notice to the other of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of any renewal term. If the term of this Agreement is extended or renewed in accordance with the foregoing, all of the terms and conditions of this Agreement shall continue, unmodified, in full force and effect, until the end of the last applicable renewal or extension term, except that all rates, fees, charges, and compensation payable to Consultant hereunder shall be increased by five percent (5%) per year, for each annual renewal term extending the term hereof.

Notwithstanding the foregoing, City may terminate this Agreement at any time, with or without cause, by providing Consultant thirty (30) days written notice in accordance with the notice provisions set forth in Section 10 of this Agreement. In the event City terminates this Agreement for cause before the completion of the Initial Term or any renewal term, Consultant shall refund fees to the City on a pro-rated basis for any full months remaining in the term. City shall not be entitled to a refund of fees already paid to Consultant in the event City terminates this Agreement for convenience.

4. Subscription Services Website Usage

(a) The City shall use the Subscription Services in strict accordance with, but not limited to, all local, state, and federal laws. The City shall not use the Subscription Services for any unlawful or destructive purpose including, but not limited to, copyright and/or trademark infringement. The City hereby represents and warrants that any text, data, graphics, or any other material displayed or published by the City on its Website is, and shall continue to be, throughout the term of this Agreement, free from violation of or infringement upon copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others, and is free from obscene or libelous material.

(b) The City represents and warrants that it has or has obtained all rights necessary to display all the images, data, information or other items being displayed at the City's Website. The City expressly authorizes Consultant to display those images, data, information or other items.

(c) The City shall not misuse any of Consultant's resources or cause any disruption to Consultant's business ("Misuse"). Examples of Misuse include, but are not limited to, the display of pornography or linking to pornographic material, the sending of chain letters, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted in this manner (including, but not limited to, what is commonly referred to as "Spam").

(d) The City shall not use any process, program or tool via Consultant for gaining unauthorized access to the accounts of other parties, including but not limited to, other Consultant clients, customers or account holders or other Consultant systems. The City shall not use Subscription Services to make unauthorized attempts to access the systems and networks of others. City shall not use Consultant's services as a door or signpost to another server.

(e) The City shall not use Subscription Services in a manner in which system or network resources are denied to other Consultant clients, customers or account holders. This includes, but is not limited, to excessive memory usage and programs that consume excessive CPU resources.

(f) The City will have password access to the VCMS through the Subscription Services. The City agrees to be responsible for keeping all passwords secure and will immediately notify Consultant if a password is lost, stolen or compromised in any way. The City shall be responsible for all use of Subscription Services accessed through the City's passwords. The City's passwords are not transferable to any third party and are subject to any limits established by Consultant.

5. Disclaimers and Acknowledgments

(a) **The Internet**

(i) The City acknowledges that, when using the Internet, the City is using a completely different physical network than the Vision Internet communications network and different content than available on Vision Internet. The reliability, availability and performance of resources accessed through the Internet are beyond Consultant's control and are not in any way warranted or supported by Consultant. The City acknowledges that safeguards relative to copyright, ownership, decency, reliability and integrity of content may be entirely lacking with respect to the Internet and content accessible through it. Consultant makes no warranty that any systems accessed will be free of computer viruses. The City is responsible for making backup copies of its files. The City assumes all risk and liability of its use of the Internet.

(ii) The City specifically acknowledges that Consultant provides access to other systems not controlled by Consultant including, but not limited to, discussion groups, websites and databases, that may contain pictures and language intended for adult audiences. The City further understands that Consultant is not responsible for any damages that may result from exposure to such material and the City shall hold Consultant harmless from any damages that may result.

(iii) Consultant does not warrant (a) any connection to, transmission over, nor results or use of, any network connection or facilities provided under this Agreement or (b) any third-party applications and software obtained by, for, or on behalf of City. **CONSULTANT MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS OF THE SUBSCRIPTION SERVICES FOR ANY PARTICULAR PURPOSE WHATSOEVER.** Consultant assumes no responsibility for any damages ,beyond the Fees paid by City pursuant to Section 2 of this Agreement, suffered by the City, including, but not limited to, server down time, loss of data, loss of business, mis-deliveries, delays, non-deliveries, access speed, service interruptions of any kind, or to third-party applications and software used by City. In no event, at any time, shall the aggregate liability of Consultant exceed the amount of Fees paid by City to Consultant, and

Consultant shall not be responsible for any lost profits or other indirect, incidental, special, or consequential damages, however caused.

(iv) The City acknowledges that the information available through the Internet may not be accurate. Consultant has no ability or authority over the material. In addition, Consultant has no liability for the quality, accuracy, or validity of the data/information delivered over the Internet. Use of information gathered through the use of Consultant services is at the risk of the City.

(b) **Domain Name and Secure Digital Certificate**

If agreed to under this Agreement, Consultant will apply for a custom domain name of the City's choosing. Consultant cannot guarantee the availability of any particular name. City is responsible for all fees charged by the registrar (i.e. Verisign or Dotster) including setup and renewal fees. City shall be responsible for all licensing fees, if any, including but not limited to secure digital certificate renewal fees. Consultant shall not be responsible for maintaining or renewing domain names, digital certificates, or any other third party registrations.

6. Indemnification

(a) Consultant will defend, hold harmless and indemnify City, its elected officials, officers, and agents, from and against any and all liability, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, orders, penalties, and expenses, including reasonable attorney fees and legal costs, resulting from claims of injury or death to person, damages to property, or monetary damages arising out of Consultant's negligence or intentional misconduct in Consultant's performance under this Agreement.

(b) The City will defend, hold harmless and indemnify Consultant, its officers, directors, shareholders, employees and agents from and against any and all liability, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, orders, penalties, and expenses including reasonable attorney fees and legal costs, resulting from claims of injury to person, damages to property, or monetary damages arising out of the City's negligence or intentional misconduct in City's performance under this Agreement.

7. Defaults

The occurrence of any one or more of the following shall constitute an Event of Default under this Agreement:

- (a) Any Misuse of Consultant resources that disrupts Consultant's business.
- (b) The City's breach of any representation, warranty, term or provision of this Agreement.

8. Remedies

(a) If Consultant discovers that the City is displaying content that is in violation of any of the foregoing provisions, Consultant may discontinue or suspend access to the City's Website without prior notice, until the violating item(s) have been resolved. However, the City shall remain liable for all

payments due under this Agreement as if access had not been interrupted;

(b) If an Event of Default occurs, Consultant may immediately suspend access to the City's Website without prior notice. Consultant shall provide City with notice of the suspension and reasons therefore within two (2) hours of the suspension. The City shall remain liable for all payments due under this Agreement as if access had not been interrupted; and/or

(c) If an Event of Default occurs and remains uncured for at least ten (10) days after Consultant's delivery of written or email notice to City, Consultant may immediately terminate Subscription Services and this Agreement.

9. Documents & Data; Licensing of Intellectual Property

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 Consultant under this Agreement ("Documents & Data"), to which Consultant retains ownership of all intellectual property rights. Notwithstanding anything to the contrary in any of the agreement documents, City understands and agrees that Consultant 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.

10. Other

(a) The headings in this Agreement are intended solely for convenience and shall be given no effect in the construction or interpretation of this Agreement.

(b) The City agrees that a failure to exercise or delay in exercising any right, power or privilege on the part of Consultant will not operate as a waiver or estoppel thereof.

(c) Neither the course of conduct between parties nor any trade practice shall act to modify the provisions of this Agreement except as expressly stated herein.

(d) This Agreement shall be governed by and construed in accordance with the laws of the United States of America, and the State of California. Any cause of action of the City with respect to the services provided hereunder must be instituted within one year after the claim or cause of action has arisen or be forever barred. Further, jurisdiction and venue for any cause of action or claim with respect to the services provided hereunder shall be exclusively in the County of Los Angeles.

(e) Except for any injunctive relief or similar remedy, which may be sought in any court of competent jurisdiction subject to the immediately preceding paragraph, any controversy, dispute, claim or counterclaim, whether it involves a disagreement about this Agreement or its meaning, interpretation, or application; the performance of the Agreement; questions of arbitrability as to subject matter of the dispute; whether an agreement to arbitrate exists and, if so, whether it covers the dispute(s) in question; or any other question of arbitrability or form of disagreement or conflict among the parties to the Agreement, shall be submitted to final and binding arbitration at the request of either party, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or the comparable rules promulgated by ADR Services or JAMS in Los Angeles, California. The arbitration shall take place in

the County of Los Angeles. The arbitrators shall apply California substantive law and the California Evidence Code to the proceeding. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure sections 1286.2 or 1286.6 for any such error. In the event the parties are unable to agree as to the arbitrator, each shall select an arbitrator who shall, in turn, select the third and sole arbitrator. Each party shall be responsible for one-half of the costs for the arbitrator(s) and arbitration.

(f) Should a dispute, including but not limited to any litigation or arbitration, be commenced (including any proceedings in a bankruptcy court) between the parties hereto or their representatives concerning any provision of this Agreement, or the rights and duties of any person or entity hereunder, the party or parties prevailing shall be entitled to attorneys' fees, expenses of counsel and court costs incurred by reason of such action.

(g) With the intent to be legally bound, each of the undersigned hereby covenants and acknowledges that he, she or it (i) has read each of the terms set forth herein, (ii) has the authority to execute this Agreement for such person or entity, and (iii) expressly consents and agrees that the person or entity upon behalf of which the undersigned is acting shall be bound by all terms and conditions contained herein.

(h) The parties have each been advised to seek independent legal counsel in entering into this Agreement and the transactions described herein. In the event a party chooses not to seek independent legal counsel, that party does so freely and knowingly and waives any such rights to counsel. As a result, the Parties do not believe that the presumptions of California Civil Code section 1654 relating to the interpretation of contracts against the drafter of any particular clause should be applied in this case and therefore the Parties knowingly and freely waive its effects.

(i) Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within ten (10) days after occurrence of such cause or event.

(j) This Agreement, including any attached addendum, is the entire, complete, final and exclusive expression of the parties with respect to the Subscription Services and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement related thereto. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

(k) It is understood and agreed that if any interpretation is to be made of this Agreement, the same shall not be construed for or against any of the Parties. If any provision of this Agreement is determined to be invalid, all other provisions shall remain in full force and effect.

(l) This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same Agreement. This Agreement becomes effective

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upon Consultant's receipt of an executed copy of this Agreement and receipt of any sums of money that are provided for herein.

(m) All notices under this Agreement shall be in writing and effective on the date of delivery if delivered by personal service, Federal Express, or facsimile; or effective three (3) days after deposit in first class U.S. mail, postage prepaid, to each party as follows:

(1) Client: City of Palm Springs

Address: _____

Attn: _____

Fax: _____

(2) Vision Internet:

2530 Wilshire Boulevard, 2nd Floor

Santa Monica, California 90403

Attn: Steven Chapin

Cc: Rose De Vries

Fax: (310) 656-3103

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date first set forth above.

CITY OF PALM SPRINGS

By: _____

Print Name _____ Print Title _____

VISION INTERNET PROVIDERS, INC.

By: _____

STEVEN CHAPIN Title: President

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Consultant's Initials _____

Addendum 1 to Subscription Services Agreement

City and Consultant may have already entered into one or more separate agreements which specify (1) the inclusion of Included and/or Optional Interactive Components and Features and/or (2) browser compatibility, and/or (3) hosting provisions. To the extent that any prior agreement entered into by and between Consultant and City conflicts with this Agreement, then the terms and conditions of this Agreement shall supersede, replace, and amend any and all conflicting provisions of such prior agreement.

1. Included Interactive Components and Features

The following are the initial Included Interactive Components and Features provided in City's project, subject to upgrades and revisions based on Consultant's then current Included Interactive Components listed on the Roadmap. Additional options may be available and can be added for an additional fee:

SITE ADMINISTRATION AND SECURITY

- Audit Trail Log
- Backend Content Title Search
- Backend Dashboard
- Broken Link Reporter
- Content Review and Publishing
- Component Manager
- Content Scheduling
- Context Sensitive Online Help
- Departmental Page Restrictions
- Document Central
- Drag and Drop Multiple File and Image Uploading
- Email Address Masking
- Enhanced User Interface
- Flexible Site Variable Settings
- Image Library
- Page Template Library
- Personal Toolbar
- Role-Based Security
- Scheduled Content Review
- SiteMaster™ Template Builder
- Submission Validation (reCAPTCHA)
- Recycle Bin
- Updated and Expired Content Reporting
- Web Traffic Statistics
- Widget-based Layout Options
- Workspace

CONTENT EDITING

- Advanced WYSIWYG Editor
- Search and Replace
- Spell Checker
- Style Gallery
- Table Wizard
- Undo/Redo
- User Commenting
- Version Control

ADVANCED NAVIGATION MANAGEMENT

- Automatic Breadcrumbs
- Connected Pages
- Content Categories
- Navigation Control
- Navigation Redirect
- Page Linking

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- Dynamic Drop Down Menus
- Error 404 (Page Not Found) Handling
- External Link Splash Page
- Friendly URL Redirect
- Quick Links
- Single-Source Publishing
- Site Search (Google CSE)
- Sitemap Generator

USER EXPERIENCE AND INTERACTIVITY

- Business Directory
- Community Spotlight
- Dynamic Calendar System
- Dynamic Homepage
- Facilities Directory
- Facilities Reservations
- Feedback Form
- Form Builder
- Frequently Asked Questions
- In-page Content Editing
- Job Posts
- News
- RFP Posts
- Rotating Homepage Banners
- Service Directory
- Staff Directory
- Sticky News
- Weather Update

DEPARTMENT MANAGEMENT

- Department-Level Administration
- Department-Level Navigation
- Department-Level Sitemap

OUTREACH, MEDIA, AND SOCIAL NETWORKING

- Audio and Video Embedding
- Bookmark and Share
- eNotification
- Emergency Alert (site wide)
- Facebook FeedReader™
- Forward to a Friend
- GovTrack CRM™
- OneClick Social Networking™
- Photo Gallery & Slideshow
- RSS FeedReader™
- Twitter FeedReader™

ACCESSIBILITY

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

ADDITIONAL INTERACTIVE COMPONENTS AND FEATURES

- Approval Cycle
- Responsive Design

2. Customizations

The following are customizations provided in City's project:

- None.