



DATE: November 3, 2010

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office/Information Technologies

SUBJECT: **PROFESSIONAL SERVICE AGREEMENT TO OUTSOURCE THE REDESIGN, DEVELOPMENT AND IMPLEMENTATION OF THE CITY'S WEBSITE**

SYNOPSIS

Staff recommends that the City Council approve a professional services agreement with Civica Software of Newport Beach, California, in the amount of \$56,200 to redesign, develop and implement a new City website and authorize the City Manager to execute the agreement.

BACKGROUND

The City's website was developed in-house five years ago. Technology has changed significantly over these past five years. Tools that are currently used to upload website content, and manage the website functionality are no longer efficient. Therefore, it takes more time and effort for City staff members to manage the existing website.

Proofing new information and uploading new content to the existing website, along with facilitating requests to enhance website page features and functionality, are time-consuming and take time away from staff's other job functions. Additionally, several departments are requesting new website tools and functionality which would take time and specialized software tools to develop, test and implement the requested functionality.

Due to ongoing City budget reductions and Information Technologies' staff reductions, staff determined it is no longer cost- or time-effective to redesign the City's website internally; outsourcing is more efficient. The cost of new website design and content management software, as well as the time and cost to learn the tools, develop, test and launch a new website is cost-prohibitive. Additionally, staff members who currently manage the website are transitioning to other job responsibilities in order to meet Citywide demands.

Extensive research was performed to locate city government websites with the look, feel and content that would properly represent the City of Oceanside's needs. Prior to developing and posting the Request for Proposal (RFP), several cities were contacted

to obtain information about the design, development, content management nuances and site management of their websites including any online city magazines.

Based on the project research information, City Administrative Directive Procurement of Goods and Services (AD-21), website development company information, and a list of the website requirements, the Redesign, Development, Implementation and Hosting of the City of Oceanside’s Website RFP was created, and then mailed to six website development companies on May 30, 2010. The RFP was also posted on the City’s website. The website posting of the RFP resulted in receiving three proposals from unsolicited website development companies.

A total of nine website development companies submitted proposals on time by the June 30, 2010, deadline. The committee members reviewed all of the RFPs based on a vendor evaluation worksheet. The evaluation worksheet provided a scoring mechanism with fifty-eight evaluation items.

<u>Website Development Companies</u>	<u>Proposed Project Cost</u>
1. AAR and Associates – Santa Monica, CA	\$41,000
2. Ascentium – Los Angeles, CA	\$460,000
3. Blenderbox – Brooklyn, NY	\$200,000
4. Civic Plus – Manhattan, KS	\$62,102
5. Civica – Newport Beach, CA	\$48,390
6. Intrafinity – Toronto, Canada	\$59,906
7. PMC – San Diego, CA	\$63,885
8. Vision Internet – Santa Monica, CA	\$56,715
9. X-Act – Van Nuys, CA	\$13,935

Seven of the vendors’ proposals did not meet the necessary criteria either due to cost or an inability to meet City requirements. The remaining two vendors Vision Internet and Civica scored equally. Civica Software was chosen based on having the most competitive pricing format. Civica Software provided the following pricing to redesign the website, develop the website features and functionality, launch the new website, manage the website content and develop an area on the website for publishing the *Oceanside Magazine*.

Website redesign, implementation and content management	\$48,090
<i>Oceanside Magazine</i> Sub-site design and implementation	\$ 2,500
Project Contingency	\$ 5,610
Total Project Cost	\$56,200

ANALYSIS

The goal of the City’s new website is to serve as a public communication tool and provide access to public services including a wealth of easily accessible information for citizens, visitors, businesses, prospective businesses and government agencies. The

new website will also promote transparent government, provide for rapid delivery of content to citizens, and serve as a more efficient and sustainable resource for community outreach. The new website will utilize user-friendly, up-to-date tools to streamline business operations.

Some of the key aspects of the new website are:

1. Branding/Common Theme/Consistent Design – to establish a unified ‘look’ throughout the website. The new look must also be flexible to allow some level of individuality or functionality between City functions and departments.
2. Navigation Integration – to provide hierarchical menu structure with consistent orientation and content flow.
3. E-Government – to provide capability to implement and support online transactions, e.g., utility payments, recreation class registration, secure credit card payments, business license applications, building permit applications and employment applications via links to third-party applications.
4. Subscription Services – to provide the capability to subscribe to a variety of City documents and e-mail notices, e.g., agendas, meeting minutes, press releases, meeting advisory documents, etc.
5. Archiving System – to provide the capability to archive and retrieve current and historical records.
6. Streaming Video – to provide streaming video of Council meetings and other City-produced programming.
7. Form Printing – the website will provide links or embedded plug-ins such as Adobe Reader to enable static forms to be opened, viewed and printed.
8. Interactivity – enable the functionality of e-mail responses, surveys, feedback, online forms and access to various City calendars.
9. Website Hits – provide the ability to track page hits per City departments, functions, and individual pages, and enable reporting functions and status updates.
10. Social Networking/Mobile Users – provide the capability to utilize social media tools such as Twitter, Facebook, YouTube, etc., for the delivery of government services online, should the City determine it is in its interest.
11. Multiple Language Support – will provide the capability to translate website content to multiple languages using Google Translator or other existing tools.
12. Upload/download speed – will be designed for high-speed upload/download response times, for both low and high bandwidth.
13. Continuous Operation – will be designed for continuous operation 24/7, except for scheduled maintenance times.
14. Common Browser Compatible – will be compatible with current version of the most commonly used browsers.

15. Compliant with the Americans with Disabilities Act – will be compatible with the Americans with Disabilities Act (Section 508c).

Due to budget reductions, the City is no longer producing printed copies of the *Oceanside Magazine* or any other publications such as the Annual Report. The City needs to rely more heavily on its web-presence. The focus on web-based publications will necessitate funding to ensure that the publications continue to provide the same quality level that the readers expect.

The *Oceanside Magazine* will be developed and published on the new website, with its own individualized and attractive home page that is tailored to the needs of residents and businesses of Oceanside, as well as visitors to Oceanside. There will be a link on the website for easy access, but the *Oceanside Magazine* will be distinctly unique in appearance.

The navigation features of the magazine will be structured in the same manner as the City's website for ease of use and consistency. By using a single tool to develop the website and the magazine, a reasonable development cost is achieved.

It is anticipated that the project will kick off within thirty days from the date the contract is signed. An integrated staff committee will be assembled for the implementation. From the kickoff date, it is estimated that the scope of work, project timeline and the initial design process will take approximately 180 days. From the approval of the design to the implementation date, a time line including project milestones and critical paths will be implemented and closely monitored by the City's project team and the Civica Software project manager.

The Civica Software proposal is attached as Attachment A.

FISCAL IMPACT

Total cost of the project is \$56,200. The Information Technologies Division is funding the project. The available funds are in the Communications account 155157841.5385.

COMMISSION OR COMMITTEE REPORT

Not applicable.

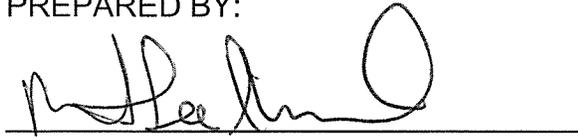
CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

RECOMMENDATION

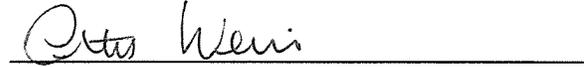
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City of Oceanside

Proposal for Website Redesign, Development
Implementation & Hosting



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June 25, 2010

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Executive Summary

Company Information and Project Overview

Pixelpushers Inc., dba Civica Software (Civica) is a California subchapter-S corporation based in Newport Beach, CA, which has grown over the past decade to become one of the most successful and experienced local government & special event / entertainment Website development companies in the US. As a company we have focused on Local Government, Special Districts, Special Events and Non-Profits, with installations in over 60 California agencies, and 250+ projects / system deployments. In addition to past experience, we utilize a number of custom online tools to ensure smooth communications and timely project management. City staff will have full access to both our online Project Management systems and development environments. We have developed a level of professionalism that few vendors can match.

We proposes to partner with the City Of Oceanside to design and implement an attractive, user-centric and constituent-friendly Website that will meet or exceed your project goals listed in the RFP. This site will incorporate Civica's powerful content management system (CMS), assuring that its content is always current because it can be easily maintained by existing staff with minimal training and no technical expertise. This will significant reduce costs over the additional years

Your new Website will create a more personal interface with your audiences: your business partners and visitors as well as staff. This will enable the management to enhance the level of service to the community.

Consultancy

Civica Software does not undertake a redesign of any of its client's Websites without a comprehensive review of the existing site, a complete discussion of our findings as well as a wide-ranging discussion of your goals and objectives. Our experience has shown that this preparatory work is essential for us to understand both your immediate and long term desires.

While many see local agencies as monolithic structures that all do the same thing, we know that the more than 60 Civica Software clients each offered unique issues and challenges which had to be understood before they could be resolved. Our track record speaks for itself as you will see in the list of references we provide. We ask you to call any of them. We are proud of the results we have delivered. The only way that level of success can be achieved is to know what, and with whom, the client is seeking to communicate. We do that exceptionally well.

Website Design

Once the consultancy phase is completed, your new Website will be completely redesigned, making it more graphically appealing, content rich, easy to navigate while clearly communicating the unique image of the City Of Oceanside. As importantly, the new Website will be easy for staff to manage. Updating will be dispersed throughout as many city employees as you wish, enabling each department to update its own portion of the site.

It will provide a unified City Of Oceanside theme though all departments. The city's branding will be consistently displayed on every Web page, using Flash elements where appropriate. Civica designers will interface closely with all departmental stakeholders throughout the entire design phase to ensure not only that the new strong graphical direction reflects your unique personality, but that it speaks directly to the various target audiences. All authorized stakeholders will be able to review every element of the site as it takes shape on a dedicated, password protected, Web server.

Website Training

Civica Software's CMS is designed so that no technical skills are required to manage content on the site. Training actually begins during the design phase as users become familiar with the system by having access to the above referenced development site. As the site is being completed, a full user training process occurs prior to "going live." On average, users require only about 30-45 minutes to have full capability to post items to the site.

At the same time, a limited number of staff is given more extensive training to enable them to administer the site. Civica will supply you with tools and training to enable staff to rebuild and restructure the site without the need for a vendor interface. This will help then in order to adapt the site to changing technologies and other future needs. This training also includes the ability to completely add departments or pages, and to enable them to provide for future redesigning of the site, or any elements within it, should that be required.

Development and Engineering

Civica brings a breadth of experience to government Website projects. Since users are not always aware of departmental structures, the site architecture will ensure that all information can be found quickly no matter how the user approaches it. We are expert at making all government services, programs and functions very quickly accessible through Civica's intuitive and powerful search engine, which is an integral feature in all Civica CMS implementations.

The site will promote the services supplied and supported by the City Of Oceanside, present and future, and provide a stable upgradeable platform for all e-government and other internal resource initiatives, both current and future. It can facilitate and integrate a wide range of online transactions including third party software applications such as for payments, etc.

It will include enhanced interactive features, such as City Of Oceanside calendars and the ability to submit online forms for a variety of purposes. The site can also act as a community portal providing seamless access to information important to city residents and businesses.

Principal Project Staffing Members

We bid on a project basis and allocate resources as necessary to assure that the job gets done on time and within the budget provided. Your implementation will be extremely important to us and you will get the highest level of attention from our senior staff.

Project Leader: Mark Kelly, President and Chief Technology Officer

Mark graduated in 1986 in Design and Mechanical Engineering. His experience with the Internet dates from the time when he used the Web on a daily basis to interface with MIT. His understanding of the potential and capabilities of the medium has been refined during the past 20 years. His advanced designs and leading edge database driven Web technologies quickly established Civica Software at the forefront of corporate Web development.

A veteran computer game programmer and software producer with over 20 published titles to his credit, Kelly has been able to attract and retain a strong technical team of Web developers with similar skill sets. Under his leadership, they have honed the Web-based Civica Suite of technologies to focus specifically on local government needs. Mark has become an innovator in the field of reusable modular Web technologies. That experience will ensure that Civica maintains a leadership role in e-Government.

General Manger / VP Development: Stuart Gregg

Stuart is a programmer with over 17 years of experience of general systems coding. Also previous working in the Video Game industry, during the past 6 years, he has been responsible for developing the modules and interfaces for the Civica System. He will be responsible for integrating the Civica System with the new Website.

In addition to hands on activities, Stuart is head of the R&D team that build out your website. This allows your staff to directly interface with our technical team, rather than an account manager or salesman.

Project Management/ Training: Stuart Smith

Stuart started in technology in 1990 working for Micro Warehouse as a systems operator. Working his way up to systems manager Stuart implemented a high availability strategy and implement disaster recovery (data replication) and systems automation (job scheduling) applications keeping MicroWarehouse on the cutting edge of these types of technology for its time. In 1994 Stuart move to Quest and held many diverse positions in technical support, product management, corporate training, technical sales, and post sales consulting services. An avid motorcyclist, Stuart worked for the California Superbike School as their lead classroom instructor delivering classroom training on motorcycle high performance riding techniques for several years. Stuart continues to work for The Superbike School as an on-track riding coach and classroom instructor. In his most recent position as Director of Engineering for Flight Deck Resources, Stuart managed the implementation and deployment of Electronic Flight Bags (EFB) for several major airlines and cargo carriers. In addition to project management Stuart also conducted all the end user and train the trainer sessions for these EFB deployments.

Stuart brings a wealth of diverse project management and training experience to Civica and will work directly with our customers to insure that our projects are well managed and our customers fully understand the vast capabilities of our CMS system.

Database Integration & GIS & Mapping Specialist: Ilya Gorelik

Ilya has been an IT professional since moving to the United States from Russia in 1991. In 2000, he founded *Gorelik Software Inc.*, a software development and consulting company. He most recently worked as a Chief Technology Officer for CareerCorner.TV, an educational startup in Orange County, California. Prior to that, Ilya consulted for buy.com, the world's second largest e-commerce site, where he initiated and led several IT projects. Ilya graduated from the Civil Aviation Engineers University in Latvia. Ilya has considerable experience in the development of database applications and is the Civica specialist in this area and is located on the East Coast

Systems Integrator: Minh Do

Minh, a programmer with 8 years coding experience, has worked with Civica for over 6 years and has also shared responsibility for refining the architecture of the Civica System / CRM systems. Minh has extensive experience with multiple web implementation systems including .Net , e-commerce, Active Directory integration and working with various government application systems. His responsibility will be deployment and maintenance, as well as integration with third party applications

Integration Specialist / Project Manager: Jeanne Frese

Jeanne has been in Customer Support and management roles since 1991. She holds a Master's degree in Linguistics and is bilingual English/German and fluent in French. After college, Jeanne enjoyed a fast-track career at Compaq Computers where she held positions as Customer Support Manager, Technical Support Manager, and Service Manager. In these roles, she managed on-site and off-site teams supporting Compaq dealers and end-users. In 2002, she founded Recruiting Services International, Inc. a premier non-traditional recruiting firm placing job seekers in full-time permanent and contract positions with its clients.

Jeanne will be responsible for the pre-implementation phase of the project working very closely with the client.

Customer Support: Joey Sanchez

Joey has worked in Support and project management for over 15 years. During that time he has worked at number of key organizations ranging from Banking & Mortgage, Government, to Hi-Tech and Video Games companies. During these years, Joey has been responsible for spearheading and implementing a number of support and quality control system to make the end customers experience more fulfilling. In response to a number of complaints and requests from our clients, Joey has radically changed our approach and service levels to further better service our clients. This includes real-time, online project management system, weekly status reports and online meetings to make sure that the development cycle is moving forward with a personal touch.

Additional programmers, designers and development and support staff will be utilized as required.

Timeline / Workplan / Scope of Services

Consultancy/design

Initial organization meeting

Civica consultants will meet with the designated city Web design team to better understand the new and unique image that they wish communicated to their constituents. Civica will discuss with the team all services that the city offers and jointly document the departmental structure that will exist to manage the content on the site. This will lead to the development of the navigation structure schematic. At the same time, Civica will meet with representatives of city departments to gain their input into the desired structure of the site.

Progress Meeting

Civica will present its findings from their Website review and propose a plan for delivering a new site that meets those objectives and requirements. Civica will set up a password protected development Website accessible by designated staff, where all design updates for the new site will be posted for review by the Web group.

Conceptual design meeting

Civica will discuss the designs with the designated design review team to filter the various options and to narrow and refine the chosen design. At this meeting, the Web committee will be presented a series of three home page concepts, layouts and designs for review each with a corresponding secondary page design. Civica may propose the implementation of minor sound and Flash/animation elements that will enhance the site without unduly extending download times.

Civica will prepare and post on the construction Website a refined homepage design together with a corresponding secondary page design for a final decision by the group. All design elements will be presented via the Web-based Client Development area to ensure that all decisions are made within the context of how the ultimate user is going to view the Website. Civica will then design all departmental homepages and post them to the Client Website for departmental review.

Time line: Completion 6 weeks from contract

Graphics finalization

Following departmental input, Civica will post "final designs" for the homepage and all departments online. Upon approval, Civica will deliver all graphic components in Adobe Photoshop optimized and sliced ready for integration into the Website together with full documentation and technical specifications. These specifications will include hex colors font specifications and any other information required for integration into a CMS system.

Time line: Completion 8 weeks from contract

Development/engineering

Stage 1: CMS deployment

Civica will deploy the complete Civica Content Management software system containing the administration system together onto a Civica Web server and integrate the various approved graphics, homepages, primary and secondary navigation systems with the software.

All drop down menu elements, site navigation features and departmental homepages (minus content) will be functional for testing and approval by city departmental staff prior to content integration.

Time line: Completed 4 weeks from receipt of all approved designs prepared and ready for Web implementation

Stage 2: Training

Civica Software staff will provide user training sessions for up to 25 city employees in the full use of the Civica tools necessary to routinely maintain and redesign the Website and update the content on the Website and the procedures for creating and posting new content onto existing pages. These training sessions will run for up approximately 3 hours each.

In addition Civica Software staff will provide an in depth “train the trainer” session for up to five selected employees in the full use of the Civica administration system. They will be able to:

- Set up all user rights and privileges
- Understand all Civica tools necessary to routinely maintain and redesign the Website
- Update the content on the Website, and create and post new content onto existing pages

This training session will run for up approximately 3-4 hours. This training will be provided at the city's offices.

Documentation in both soft and hard copy will be provided to city staff to enable them to use all features of the CMS system and to update and redesign the site.

Time line: Completion 2-3 weeks from completion of stage 1

Stage 3: Content Integration & Site Development

This stage will commence contemporaneously with the training and real content migration will be used as part of the training process. Civica will utilize up to 750 pages of content either extracted from the existing site that has been pre-approved or new content submitted. Civica will classify the content with metadata tags and build and complete the Website using this content and post the site for review and approval on the development Website.

This proposal includes for the migration of up to 750 web pages of content. If additional pages are required beyond this amount, they will be billed on a per page basis. The complete site, by this definition, would be posted for testing and approval by city staff.

Throughout the entire development cycle, we maintain a duplicate system that replicates your final deployment environment. All functionality testing and development will take place on these systems to ensure an accurate representation of the eventual Website.

Although testing occurs throughout the project, in this stage, the site is scrutinized on multiple platform, browser, and bandwidth environments. The various systems planned for the site will be tested and all subsections will be refined and tested for proper linkages and content control. The

ADA compliant version and "low graphics" version of the Website will be developed concurrently with the primary site.

Time line: Completion 8-10 weeks from completion of Stage 1

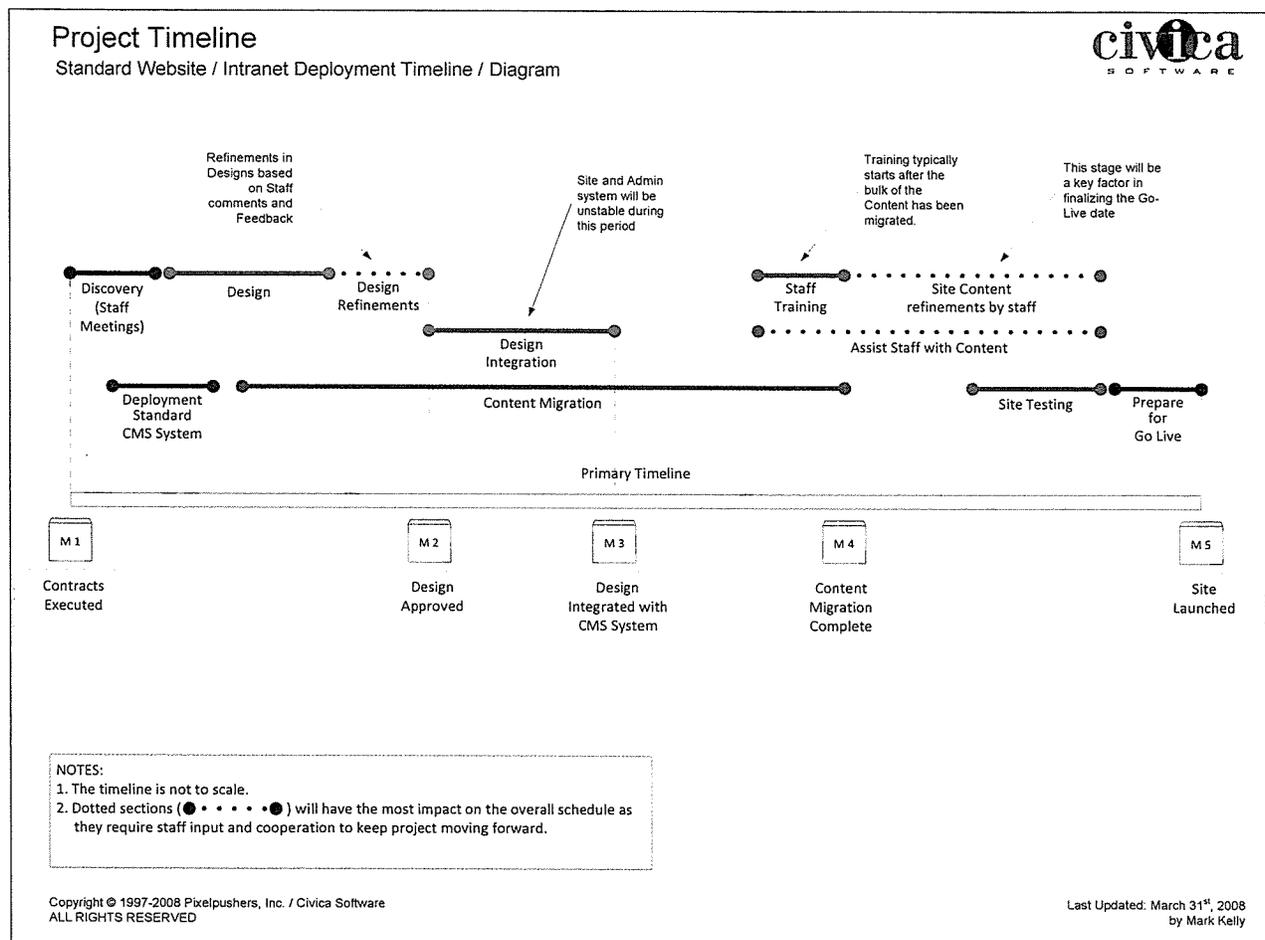
Stage 4: Quality Assurance and Technology Transfer

Although the site will be continually tested during the entire duration of development, Civica will assist in the deployment of the new site on your servers, wherever they are located. At this juncture, the site will be live, with all features accessible by the public. Civica will register the Website on the city's behalf with all primary search engines and incorporate the required metatags.

The City Of Oceanside will take full control of the maintenance of all sections, including full access to the source code for the purpose of disaster recovery.

Time line: Completion 10-12 weeks from completion of Stage 1

Overall project timeline: 16-24 weeks



The Civica Content Management Software (CMS) suite - Overview

Software Specifications

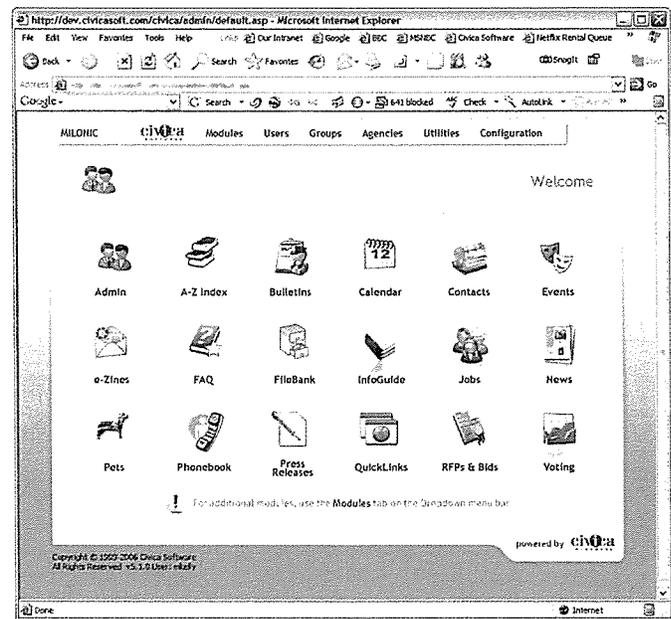
The ability to maintain Websites and keep them current has provided challenges to management. Out-of-date content is embarrassing to staff, an irritant to users, and is inconsistent with the objectives of the City Of Oceanside. Utilizing a user-friendly Web browser-based interface, the Civica Software's Website content management tools will simplify the process of updating content published on the City Of Oceanside homepage, as well as on multiple departmental Web pages.

The communication tools that are provided for maintaining the new site are built upon a series of simple Web-based templates or modules for retrieving, editing and updating information. The modular components that together will make up the complete site are as follows:

Administration System

At the core of the CMS is the Civica Administration System. This allows for any number of city staff to be assigned a wide range of rights and privileges to ensure that they can carry out their daily workload. These rights can be set based on staff roles.

Based on the password used to login, staff in different departments can create and maintain their own areas of the Website without requiring any involvement of the IS/IT department and **without possessing any technical skills**. The modules presented to staff members are based on their attributes preset by the Website administrator and are determined by the login used.



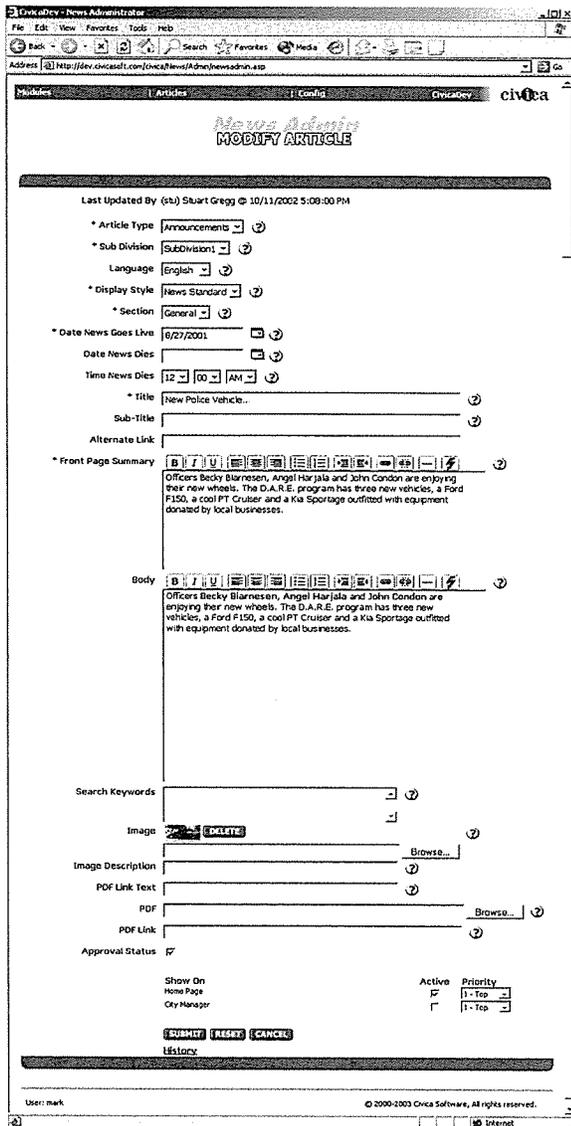
The administration system can also be configured to display the number of hits per page by department or service either privately or directly on the Website page. A full audit trail of every change to the site and publication of new content is maintained by the Administration MS SQL database.

Feature Modules

The Civica suite of feature modules, each of which contains specific data input templates, is integrated with the Administration System to manage the updating of Website content throughout the site. These modules and their input templates are configured to conform to city business practices and, where appropriate, will be arranged in a formal workflow approval process to ensure that only the correct and approved information is ultimately displayed on the Website. Included in this workflow system is the ability to audit submissions made to the site as well as restore previous versions should corrections need to be made following posting.

The following is an overview of some of the features that these modules contain:

News and Announcements



The screenshot shows the 'MODIFY ARTICLE' interface in the Civica News Administrator. The form is titled 'News Admin MODIFY ARTICLE' and includes the following fields and options:

- Last Updated By:** (st) Stuart Gregg @ 10/11/2002 5:00:00 PM
- Article Type:** Announcements
- Sub Division:** SubDivision
- Language:** English
- Display Style:** News Standard
- Section:** General
- Date News Goes Live:** 6/27/2001
- Date News Dies:** [empty]
- Time News Dies:** 12:00 AM
- Title:** New Police Vehicle...
- Sub-Title:** [empty]
- Alternate Link:** [empty]
- Front Page Summary:** [HTML editor with text: Officers Becky Blarnesen, Angel Harjala and John Condon are enjoying their new wheels. The D.A.R.E. program has three new vehicles, a Ford F150, a cool PT Cruiser and a Kia Sportage outfitted with equipment donated by local businesses.]
- Body:** [HTML editor with text: Officers Becky Blarnesen, Angel Harjala and John Condon are enjoying their new wheels. The D.A.R.E. program has three new vehicles, a Ford F150, a cool PT Cruiser and a Kia Sportage outfitted with equipment donated by local businesses.]
- Search Keywords:** [empty]
- Image:** [DELETE button]
- Image Description:** [empty]
- PDF Link Text:** [empty]
- PDF Link:** [empty]
- Approval Status:** [empty]
- Show On:** Home Page (checked), City Manager (unchecked)
- Active:** [checked]
- Priority:** 1 - Top

Buttons at the bottom include SUBMIT, RESET, and CANCEL. The footer shows 'User: mark' and '© 2000-2003 Civica Software, All rights reserved.'

Built on a template-driven article editor, this module enables those people provided with administrative rights with the ability to easily create and display News and Announcements in several different styles quickly and easily on the home page of the Website as well as on the home pages of selected departments either on the Website. Articles can be modified, added to or removed from these pages without requiring any knowledge of HTML, FrontPage or other Web development software. The Website will incorporate these changes by dynamically rebuilding and reconfiguring the appropriate pages without any human interface.

The system includes a built-in image insertion system so that even an unskilled user can incorporate graphics into a news article. No matter which style is chosen, the system automatically produces the image at the correct resolution and size, without having to use any additional software, such as Photoshop.

Easy to maintain "Go Live" and "Remove" settings enable the pre-preparation, automatic posting and automatic removal of information. This helps insure that the material on the Website is always current. All articles are automatically archived when removed from the site and can remain accessible to site visitors. If necessary, they can be restored to the site in as few as two clicks.

This module and its input templates can be arranged in a formal workflow approval process to ensure that only the correct and approved information is ultimately displayed on the Website.

FileBank

This important module acts as the Website's document and graphic management system, searching and retrieving multiple document types from the database via keyword and description associations. Documents can be stored in all existing formats (87 formats, including MSWord, Excel, PDF, "Fill 'n' File" forms and applications, etc., are currently supported), and can be readily uploaded to the site by staff and downloaded by site visitors.

All Civica Software modules link directly to FileBank, enabling this technology to be widely available throughout the Website. It can also be used to post Agendas and Minutes directly to the site. FileBank also includes an automatic archive function.

Within the FileBank module, additional security can be configured to restrict who can make changes and who can view the Files and documents contained with. All rights are controlled from within the Civica administrative framework, including the ability to preset the size limits of any file uploads, such as video segments or large PDF files.

Calendar

Offering single, group and master calendars, this module offers complete location and event scheduling with multi-level information displays. It offers site visitors the ability to filter and sort event notification, create a printable version in daily, weekly, monthly or yearly formats and to sync any event to their Outlook calendar.

Designated editors are provided with content approval rights. With one click, they can post the approved content directly to the Website calendar. Input fields are extremely comprehensive and specifically designed for typical Government recurrence patterns. They include event start and end times, the ability to attach PDF documents, such as event entry forms, contacts, direct hyperlinks to an agenda for meetings and many other features.

Website visitors can opt to filter their view modes. With a single click they can choose, for example, to view only the city Calendar, or Committees and Commissions, Special Events, etc.

Frequently Asked Questions (FAQ)

Civica's experience in understanding and refining user site search patterns is extensive. It has taken us to a point where Civica can now populate a site's database with information tagged and structured in a manner that will enable visitors to obtain answers to their queries intuitively, rather than requiring an understanding of any departmental structures. This module comes complete with a fully populated database containing the majority of commonly used FAQs that would be required by an organization of the size and scale of the City Of Oceanside.

This FAQ module will enable unskilled city staff to update the database of questions and answers that will direct visitors to the correct response automatically. This feature will allow the site to grow as search patterns are studied and staff inserts new questions. The goal is to ultimately eliminate the majority of telephone calls.

This module can be fully integrated with CivicaAssist, Civica's new CRM module, and also "automated voice response systems" such as Tele-Works.

The screenshot shows the 'Calendar Administrator' interface in a web browser. The page title is 'Calendar Admin NEW EVENT'. The form includes the following sections:

- * Event Title:** Annual Seniors Summer Picnic
- * Audiences:** Internet HomePage, Intranet HomePage, City Council HomePage, Invitation Public Events
- * Divisions:** City Council, General Meeting
- Committees & Commissions:**
 - Planning Commission, Finance Commission, Senior Council, Transportation & Infrastructure
 - Irvine Transportation Authority, Community Services Agency, Redevelopment, Sister Cities
 - Subdivision, Child Care Committee, Sports Committee, Irvine Athletics Advisory Board
 - Residents with Disabilities Advisory Board
- Community Services:**
 - Athletics, Animal Care, Aquatics, Disability Services
 - Evictions, Irvine Fine Arts Center, Open Space, Parks
 - Senior Services, Youth Programs, Child Care Services, Family Services
- City Events:**
 - Ground breakings, Official Openings, Delegations & Visits, Public Works Open
 - Elections, Special Events
- Public Works:** Parks Events
- Holidays:** Holiday Observed
- Closed Fridays:** Alternate Friday Schedule
- * Time Info:** All Day Event
 - Start Time: 11:00 AM
 - End Time: 6:00 PM
- * Date Info:** Start Date: 07/10/2003
 - Recurrence Pattern: No Recurrence / One Time Event
 - Nth Value: 1
 - Recurrence Days: Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday
- * Description:** The City's Annual Summer Picnic for our Seniors is here. This years event will feature live entertainment, and a wide range of activities for all.
- Brief Description:** [Empty field]
- Additional Notes:** Free Parking at the main entrance
- Image:** [Browse...]
- Associated PDF:** [Browse...]
- Location:** Veteran's Stadium
- Contact Name:** Smith, Don (Mr.)
- Associated Link:** [Empty field]
- * Active:**

Buttons at the bottom: SUBMIT, RESET, BACK. Footer: User: mark, © 2000-2003 Civica Software, All rights reserved.

e-Notify

Since many members of the public seek notification when new information, such as newly posted agendas, is available, this module offers a full subscription system with an easy-to-manage list system. It enables communication with large lists (5,000+), as well as with individuals. Capable of handling an unlimited number of mailing lists, this module provides the city with wide-ranging public communication opportunities to subscribers. Members can manage their subscription directly via a simple online management area on the Website.

In addition to public communications, private lists can be configured by staff to allow specific communication and update notices to be sent to specialized list, such as the media, local agencies and other interested groups. Civica has considerable experience with integrating this module with vendors such as Tele-Works that have the capability to send audio, to telephones, cell phones etc. from a single source.

Enhanced A-Z Standard Search & Indexing module

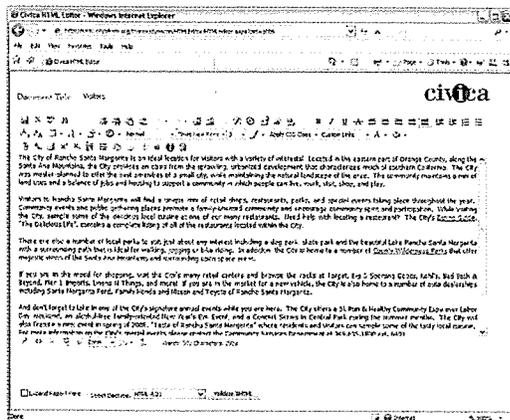
This powerful module allows for multi-format searches. It will automatically link Web pages into the sitemap and will index page construction for both Internal and external Web links, significantly improving the Website's search capabilities. This element of the site architecture has been developed from a service viewpoint, ensuring that a visitor does not need to search from a departmental viewpoint, with which they may not be familiar, to achieve positive results.

The system also allows for page descriptions and dynamic construction of multi-level menus based on location and context of the individual pages and since the content is organized on taxonomy basis it permits cross referenced searches. It also extends the search capabilities into documents stored within FileBank and on the website (PDF, Word, Excel, PowerPoint, etc formatted documents and can perform a full text search within these documents.

RFP's and Bids

This allows the purchasing department to post upcoming RFP/Bid opportunities directly to the Website. The system facilitates the activation and removal of bids with full time/date control and uploading and storage of supporting documents, including addenda, in PDF format. It also can be linked with the e-Notify module to assure that bidders are informed of changes and updates to any specific RFP or bid.

Enhanced Content Editor



Non-dynamic/static pages can be developed and edited within the CMS system using this point and click on-screen HTML editor. No programming or technical knowledge is required.

The inbuilt template system combines with the WYSIWYG editor to produce XHTML-compliant output. Even if you load a non-compliant piece of HTML, the editor will convert it to XHTML. Context sensitive menus that change as you alter the font/style of your HTML and syntax highlighting in source mode makes it easier to edit your HTML directly.

The ability to create and modify tables and table cells, set their border color, alignment, cell spacing and more are just a few of the features. Once you've created a table, simply right click inside and use the handy popup menu to change its attributes. Create and modify forms, text boxes, radio buttons, check boxes and buttons.



Single user assignments can be controlled from the administration system to range upwards from a single icon to full editor privileges. Or use the Predefined User Grouping to apply a predetermined set of icons to a specific user.

The system provides complete support for style sheets. If your HTML code contains a <style> tag or links to a style sheet, then those styles will automatically be available in the style sheet drop down list on the toolbar.

Other features include:

- Adjust font type, color, size, formatting (bold, italic, underline, subscript, superscript)
- Insert numbered and ordered lists
- Web safe popup color picker
- Upload images directly into your content
- Insert, resize and delete images
- Modify image properties: width, height, border, alt text, alignment, etc; add edit or delete links
- Dynamic insert from other Civica Modules
- User level-based control for icon and feature assignment
- Spell checker built in
- Inbuilt preview, rollback and versioning functions

Jobs posting

Often the most accessed module on government Websites, this module includes a fully controlled ad manager to enable information about job availabilities to be posted directly to the site and managed by HR staff. This module provides HR staff with the ability to quickly input job descriptions, categorize them by position, department, and salary levels. A “post and remove” input function ensures that employment ads will be automatically posted or removed from the site when expired or filled.

Feedback Forms/Surveys

The Civica system features several methods of form usage, from quick and simple visitor surveys to fully dynamic forms with backend storage, tracking and reporting in a centralized database. For simple surveys, onscreen results can be setup to be displayed, following a submission from the visitor. All surveys can be setup to switch on and off based on date/time info.

All of the forms/surveys can be managed via the main Civica interfaces by staff. In addition, form submission can be restricted to avoid multiple entries for a specific machine, user IP address block or a specific email address.

Template Modules

The Civica system currently has 45+ modules available for integration within the core system. They can be added to any existing system quickly and easily, since all are fully compatible with the Civica administration system.

Below is a typical selection of modules for a government deployment:

News and Announcements	Events Calendar
Agendas and Minutes	Phone Directory
FileBank (File Manager)	Requests for Proposal System
Community Calendar	Job Postings
Press Releases	Frequently Asked Questions
A-Z Index System	Glossary

Pet Adoption
Image Gallery / Slideshows
Wanted
Training Calendar
User Administration System
Form Builder
Voting and Surveys
Classifieds (Intranets)

Quicklinks Manager
Contacts Manager
Missing Persons
e-Notify / Email manager
Bulletins / Newsletter Builder
InfoGuide (Online Yellow Pages)
Job Classifications
Ticket Reservations

All modules in the system allow for customization for both the input system and the output displays. In addition, RSS feeds can be automatically generated from a number of the news/event-based modules. New modules are constantly being developed and as they are completed, they are available for all our clients.

Emergency Homepage

The Civica CMS system features the ability to incorporate an emergency home page to quickly notify city residents in case of emergency, this emergency home page is pre-configured and can be activated with just a few clicks at a moment's notice. When activated the Emergency home page can display news and/or emergency information on the city's home page. The emergency home page is activated using the CMS news module.

The Emergency notification can be presented as a totally different home page design, news ticker, or any number of page design variations. One example of how Civica implemented this system for the City of Thousand Oaks is shown below:



Normal Home Page



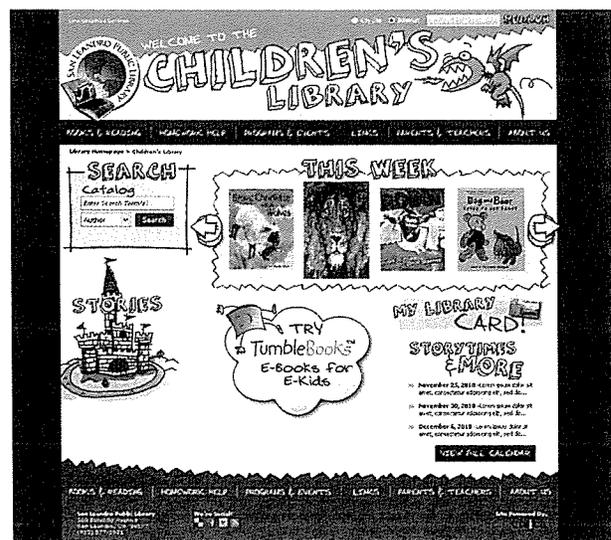
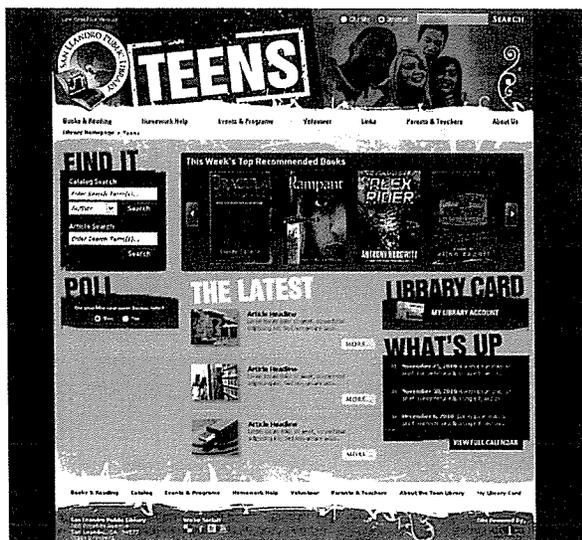
Emergency Home Page

Internet and Intranet Support

The Civica CMS solution supports content sharing between the Website, internal intranets, extranets and external kiosks. The system can be configured to share information/content, mix content and have duplicate modules that use the same features with different information. All features that are available for the Website are also available for the intranet sites, along with special features, including auto-updating of the phone module for HR systems and your Active Directory schema.

Create and Maintain Multiple, Distinct Websites

The Civica can be configured to manage multiple websites from within the same instance of the CMS. One example of this is a project for the City of San Leandro. San Leandro is using the Civica CMS to manage not only their city's website, but the sites for their library as well. The Library sites are actually separated into three sub sections (Adults, Teens and Kids) each with their own distinct look and feel.



Multi-Language Support

The Civica CMS system has the capability to support multi-language sites. However, to date, none of our clients have fully realized this functionality. The system also allows for dynamic translations of page on the fly using third party solutions.

Workflow Management

The Civica CMS system features a multi-stage workflow engine, allowing for both serial and parallel workflow paths. For each section of the site, and dependant on the content type, the workflow controls can be setup to have a different flow/approval path and can have any number of users assigned at each point in the process.

All rejected/approved submissions are tracked and the associated history is stored for future reference and reporting. Custom reports can be created to detail a workflow summary/status report. Several of the content modules include delayed publication and auto-expiration of content based on date and time inputs.

Asset Management

All assets with the Civica CMS system are stored within the central SQL database. The stored assets can then be used by the various modules within the system. Images that are uploaded into the system are automatically resized to be used on the site. This includes automatic thumbnail creation, Web-optimized versions of images (small and large) for news stories and storage of metadata for quick retrieval.

Integrated Social Networking

There are several ways to integrate social networking into your city's website using the Civica CMS. The most common method is via social networking icons in the footer of each page on the site that link to your city's Twitter or Facebook. Twitter Facebook

Icons for other sharing sites like Dig and Delicious can be placed in the footer as well enabling site visitors to share pages.



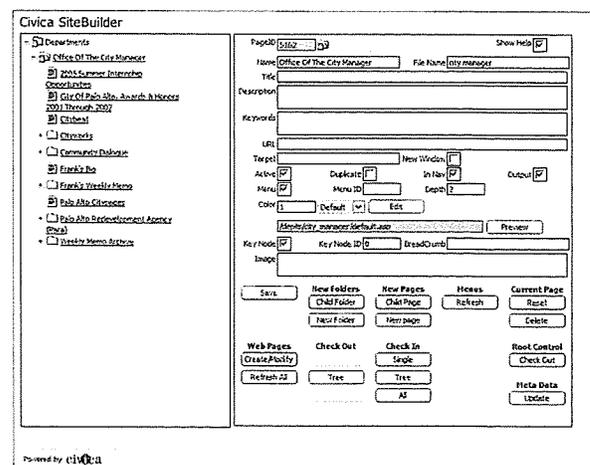
Additionally, several modules within the Civica CMS can generate RSS feeds that can be used to push information to Twitter. For example a new entry into the News Module can automatically generate a Tweet as can a new press release or job posting.

Another new system is the "What's New" Display system that will allow you to show all the changes on your site in one consolidated area.

Info Architecture/Navigation

SiteBuilder is a Web-based system that allows staff to create new pages and folders/sections within the site. Once new pages have been created, the system will create the page on the site, using either a simple HTML blank page or a predefined template-based page. (Currently there are 135 different templates with the system, with multiple variation options.) The system automatically populates the associated site indexes and metadata.

The navigation structure and all associated drop down menus are also created from with the SiteBuilder system. This includes the ordering, layout, colors and styling of the menus. The system includes full rights control and has multiple configurations allowing advanced users expanded control of the site navigation system.



A dynamic, cascading Site Map is also included with the system and is automatically generated and updated as the site structure is modified.

Network Authentication

The Civica CMS system allows authentication against various third party systems, including Active Directory. The CMS administration module allows for password authentication using the Active Directory framework. This allows staff to keep their existing username/password in a centralized location, thus avoiding having to maintain multiple accounts/passwords.

By using the centralized AD system, the city administrator can also control access to the CMS system from their known systems. Due to the level of granularity of the Civica CMS and the associated rights, privileges and access controls are still maintained within the Civica environment. With the Civica Framework, rights and permissions can be setup throughout the entire system, ranging from full control (System Admin) to having an individual user only authorized to maintain one type of news which, in turn, requires approval before going live.

Search Tools

The core search tools allow for search of all control content within the system. This allows for full Boolean searching to all the content and associated metadata. It creates dynamic displays based the source of the information. This allows for results to be grouped and focused (e.g.: display all the jobs in one area while displaying news results in a second section). As all the information/content in the system is managed from the centralized content system, category-based searches and displays can also be created and retrieved.

In addition, the system utilizes an embedded third party tool (DTSearch) that extends the search capabilities into documents stored within FileBank and on the Website, such as PDF, Word, Excel, PowerPoint, etc. formatted documents and can perform a full text search within these documents.

All searches to the site and page visits are automatically tracked within the system. This allows staff to see what the public is look for and which pages they are visiting most frequently. This also allows the site to automatically present the most requested pages (links on the homepage or as a series of icons). Having been involved with Web development for over 20 years, Civica was one of the first companies to use breadcrumb displays (reverse navigation traversal). Our system automatically creates all breadcrumb information for each page of the site.

Universal Accessibility/ADA Compliance

The Civica system automatically creates an ADA Section 508 accessibility standards version of the site. The pages are dynamically rebuilt, allowing full accessibility for text and display enhancers and full read back via screen readers. Additional levels of compliance can be enforced as required by the client.

Reporting

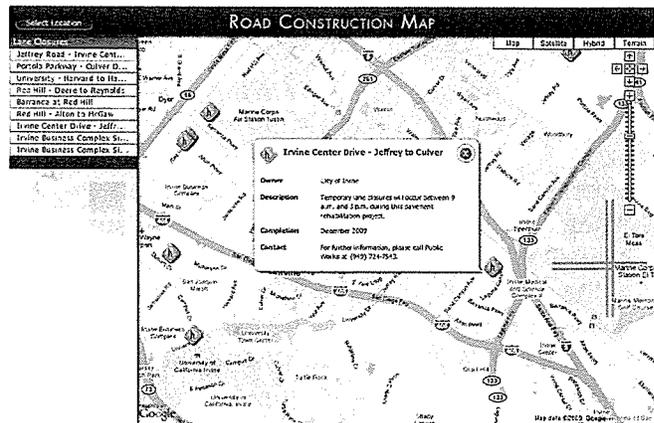
Civica fully supports standard reporting methodologies and log generation. All standard Web page URLs within the site are fully explicit (not using some obscure ID number as the main page reference). This allows for full and easy tracking from the internal systems and easy integration with third party tools like SmarterStats or Webtrends. Within the core system, a number of elements are automatically tracked and reported on, including the number of hits to each specific page, all entered search phrases and standard Web activity tracking.

Video streaming Integration

The Civica framework was one of the first to work with the Granicus system. Over the years, we have implemented the Granicus architecture with multiple common clients, allowing for Content-managed pages to be fully integrated with their system. This allows for pages, jump points and documents to be accessible based on the specific requirement of the video being displayed. We welcome any new methods of integration with the Granicus system, as it further expands our system for all our clients.

Mapping & GIS Integration

Civica Software is a fully certified ESRI partner. In fact, all of our products that interface with GIS systems are built on ESRI Software. We have extensive experience working with ESRI-based solutions and have created a number of mapping applications include Crime Mapping, Parcel- and Address-based Information Displays, Capital Improvement Planning, Business Development mapping and a number of client-specific customized displays.



In addition to working ESRI based tools, Civica has extensive experience in using various online mapping services to present a wide range of information to the public at large. This include Road Construction Maps, local points of interest, (facilities, parks, Landmarks, transit locations, etc), Crime mapping, etc.

Foreign Language Versions

By default, the Civica system supports the creation of additional / complementary site in other languages. This allows for a complete foreign language site to be created and maintained by staff using the system architecture. In addition, the system also supports the use of dynamic translations using third party translations services.

E-Commerce

Each e-commerce solution and financial management system presents a different set of requirements and challenges when it comes to true integration. As with all our services and experience, we welcome new methods of integration for our system to further expand the Civica CMS feature list and methodologies.

Website Reporting Metrics

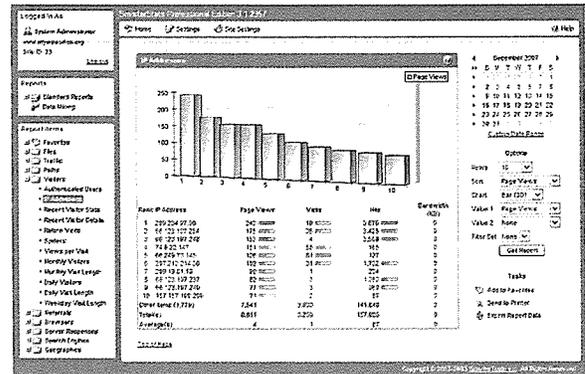
The Civica System can use a number of different Metrics systems. We include with our system, SmarterStats and Google Analytics for the Web site metrics system. The features of these include:

Inverse filters

When creating filter sets, users can now specify an inverse filter by adding a (!) symbol at the beginning of the original filter. Inverse filters are helpful if users just want to display the information about a specific directory or resource, and hide the remainder.

Customizable chart views

Create charts to your personal liking by providing the user the choice of customizing the look of their charts. Choices include, three-dimensional or two-dimensional, line charts, bar charts, or pie charts.



Filter sets

Develop reports that only include the data you need. With filter sets, users can create multiple sets of data that limit the return values of their reports, in turn making them easier to analyze.

Data mining

Find out exactly where you site is excelling and where it needs help. Data mining allows you to drill-down and receive a complete analysis of your sites statistical data through a series of simple questions.

Intuitive home page

View commonly used reports with ease by calculating the most useful report items and displays these charts on the home page (first page) when the program starts up.

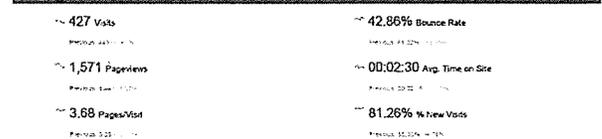
www.platescan.com
Dashboard
Nov 10, 2008 - Nov 16, 2008
Comparing to Nov 3, 2008 - Nov 9, 2008



Intelligently organized report items

Reporting doesn't get any easier. Whether it is a SEO report or a Site Activity report, users can quickly find just the type of report they need.

Site Usage



Standard reports (CEO, SEO, Webmaster)

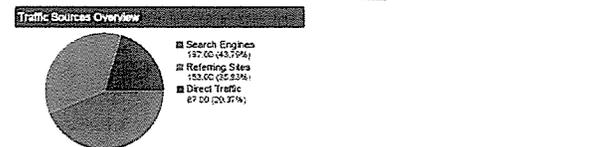
Have reports ready at the click of a button. Standard reports are preset reports that include various items depending on the type of report selected. Some of the report categories include: CEO, SEO, and webmaster. Each category has elements useful to that particular role.

Visitors Overview



Visitors: 374

Traffic Sources Overview



Geographic mapping

Understand your Website's traffic by pin-pointing the geographical location. Using a very efficient and accurate Geographic engine based on databases

provided by MaxMind. For those requiring constant up-to-date geo-location data, MaxMind has a premium database available that is updated monthly

Custom reports

Create reports that target the areas you specifically want to focus on. With custom reporting users' have the flexibility of adding in any item that would be most beneficial to them.

Report data exporting

Be prepared for that office meeting. After users create their reports they can then export these reports as either "CSV" or "TAB" delimited files, which are compatible with programs such as Microsoft Excel®.

Web services for site activity

Developers and administrators have the option of coding to SmarterStats using a variety of Web services. These Web services allow them to automate several different areas: add sites to the Web interface on the fly, grab site-specific bandwidth for billing issues, set details on a website or server, update website information, test newly added servers, and much more.

Log file exporting

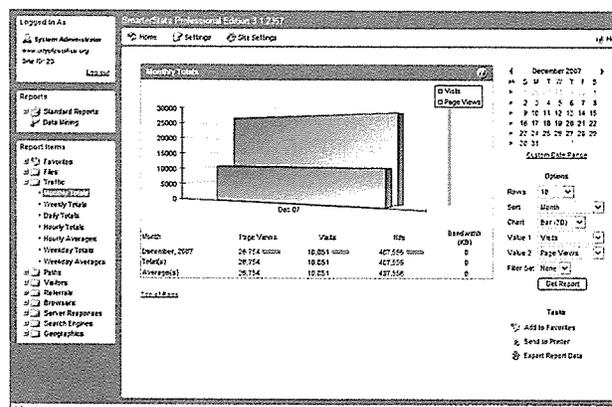
Improves your work efficiency by allowing you to export your log files in any log file format, regardless of the original web server that initially created them.

Favorites

Save time and improve your work flow by creating favorites. This feature allows you to quickly access common reports and settings, similar to a shortcut.

Custom date ranges

Fine tune your reports to the exact date you require by providing the user with fully adjustable date ranges. Reports dates range from days to weeks to months to multiple years, which ever you see fit.



Time-zone specific reporting

Ensures that the times depicted in your reports are accurate, with time-specific reporting.

On-Demand email reports

Allows users to email any report at any time.

Scheduled email reports

Receive the right report at the most appropriate time by scheduling times to have your reports emailed to yourself and/or your colleagues, ensuring the report will always be there when you need it.

In addition to our own hosting / analytics systems, we also support embedded system such as Google Analytics and Webtrends Live. These options require a simple hidden code section on each unique page within your site, which our system supports as standard.

Website Features and Optional systems

Citizen service Request:

Civica can provide a fully integrated feature of the Civica CMS system. Our CRM system extends basic form submission functionality to allow the Citizen to submit service requests directly to a central system, where they are processed, routed and handled by the various department representatives. Additional information on the system had been included at the end of this proposal.

Standard Custom programming for Audio / Video streaming:

Again, a standard feature of the Civica framework. We have implemented a wide range of video solutions over the year including simple media additions (example: City of Thousand Oaks on their homepage... www.toaks.org) to tightly integrated solutions using system like Granicus in combination with our TV schedule system. (Example: City of Long Beach LBTv8 ... www.lbtv8.org)

Mobile Site

The Civica CMS system features 2 distinct layers of information... the Design and the Content. This allows for site to be created that have completely flexible design structures. This allows content to be displayed in multiple ways without the staff having to make any changes to the information. As such, our system can automatically generate a mobile version of the website that provides a version of the site specifically formatted for today's mobile devices such as the iPhone, Blackberry, and Android powered phones.





Portal System

The new website will also feature a new portal system that will allow the visitor to customize the page / information to their preferences. This allows the visitor to select their favorite pages, news and calendar / events, service, notifications and preferred services.



Oceanside Magazine

While we do not have specific software modules for creating and publishing a magazine, Civica Software proposes to work with the city to develop a means to design and produce the city's local government magazine. We have vast experience in design and production and numerous tools at our disposal for this type of work. Although our CMS system does not offer this functionality today, we would welcome the opportunity to customize our system to satisfy your requirements.

Municipal Website Design Experience

The following Websites are a selection from the local government sites that Civica Software has designed and built over the past two years. In all instances, Civica staff members were responsible for the design and creative direction of the projects, including all multimedia programming and construction, content migration, database design, programming, testing, training and deployment of the final Website.

Professional References

Company Name And Address	Contact Information	Telephone No / Fax Email Address
City of Irvine, CA One Civic Centre Plaza Irvine, CA 92623	Jan Stinger IT Administrator	(949) 724-6204 jstinger@ci.irvine.ca.us
City of Laguna Beach, CA 505 Forest Ave Laguna Beach, CA 92651	Gavin Curran Dir. of IT and Finance	(949) 497-0315 gcurran@lagunabeachcity.net
City of West Covina, CA 1444 West Garvey Avenue West Covina, CA 91790	Sue Williams PIO	(626) 939-8474 Sue.Williams@westcovina.org
City of Martinez, CA 525 Henrietta Street Martinez, CA 94553	Kathy DeVries IT Manager	(925) 372-3535 kdevries@cityofmartinez.org
City of Roseville, CA 311 Vernon Street Roseville, CA 95678	Lon Peterson Web and Brand Manager	(916) 774-5378 lpeterson@roseville.ca.us
Santa Fe Springs, CA 1170 Telegraph Road Santa Fe Springs, CA 90670	Alex Tong Director of Technology Services	(562) 868-0511 alextong@santafesprings.org
City of Lakewood, CA 5050 Clark Avenue Lakewood, CA 90712	Paolo Beltran City Manager's office	(562) 866-9771 x2129 pbeltran@lakewoodcity.org

Completed local government Websites include:

City of Beverly Hills	www.beverlyhills.org
City of Palo Alto	www.ci.palo-alto.ca.us
City of Irvine	www.cityofirvine.org
City of Long Beach	www.longbeach.gov
City of Merced	www.cityofmerced.org
City of Redondo Beach	www.redondo.org
County of Tulare	www.co.tulare.ca.us
Town of Hillsborough	www.hillsborough.net
City of Placerville	www.ci.placerville.ca.us
City of Eureka	www.eurekaweb.com
City of Fullerton	www.ci.fullerton.ca.us
City of Hawthorne	www.cityofhawthorne.org
City of Pacifica	www.cityofpacificca.org
City of Montclair	www.ci.montclair.ca.us
City of Orange	www.cityoforange.org
City of Westminster	www.ci.westminster.ca.us
City of Folsom	www.folsom.ca.us
City of Norco	www.ci.norco.ca.us
City of Thousand Oaks	www.toaks.org
City of Mountain View	www.ci.mtnview.ca.us
City of Santa Fe Springs	www.santafesprings.org
City of Saratoga	www.saratoga.ca.us
City of Rocklin	www.ci.rocklin.ca.us
Long Beach Public Library	www.lbpl.org
Newport Beach Police Department	www.nbpd.org
Sanitation Districts of Los Angeles County	www.lacsd.org
Orange County Sanitation District	www.ocsd.com
Elsinore Valley Municipal Water District	www.evmwd.com
San Ramon Valley Fire Protection District	www.firedepartment.org

Government Websites currently under construction include:

City of Hanford, City of Rancho Cucamonga, City of Livermore, City of Whittier

Constituent Relationship Management (CivicaAssist) clients:

Cities of Irvine, Martinez, Lakewood, Santa Fe Springs, Roseville, Folsom, Palm Desert

References can be provided on request for these clients.

A preview of the designs for these and other Civica Clients can be viewed by clicking on the following link:

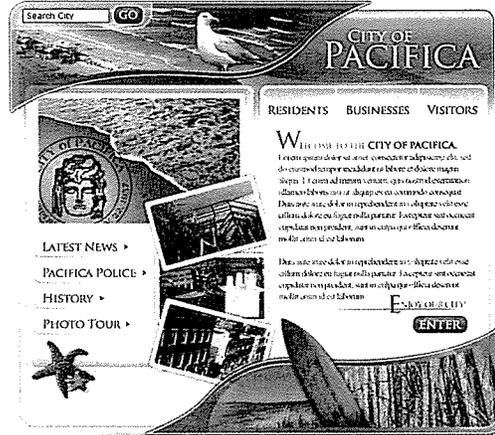
<http://www.civicasoft.com/slideshow3>

Samples of our previous work

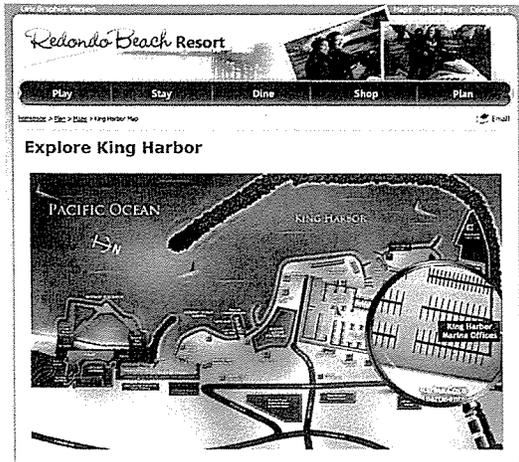
The designs below are a small sample from our over 300+ past projects. Additional designs and examples are available online and on request.



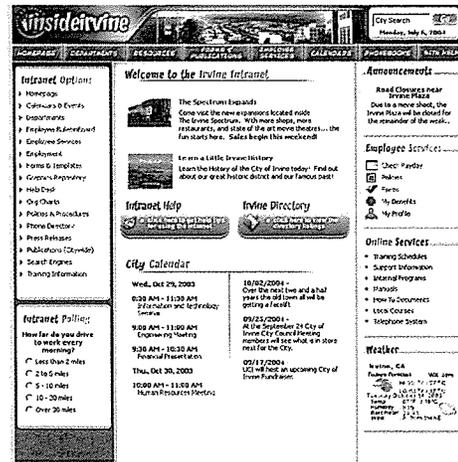
City of Rancho Santa Margarita



City of Pacifica



Redondo Beach Resort Map



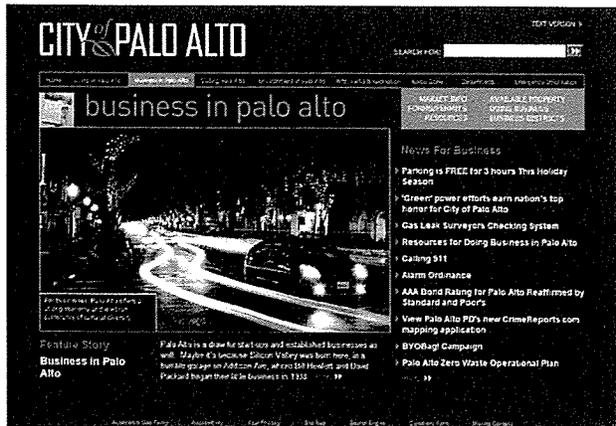
City of Irvine Employee Intranet



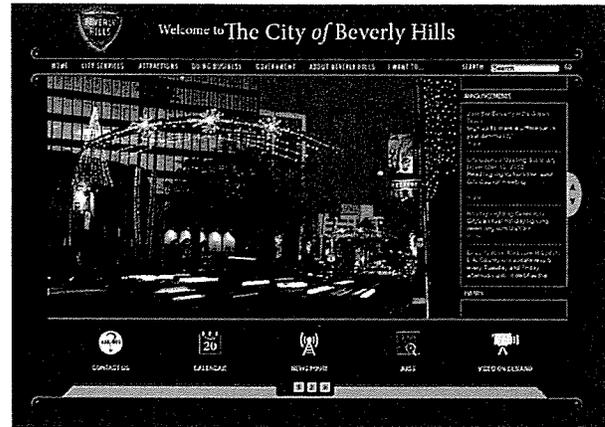
City of Long Beach



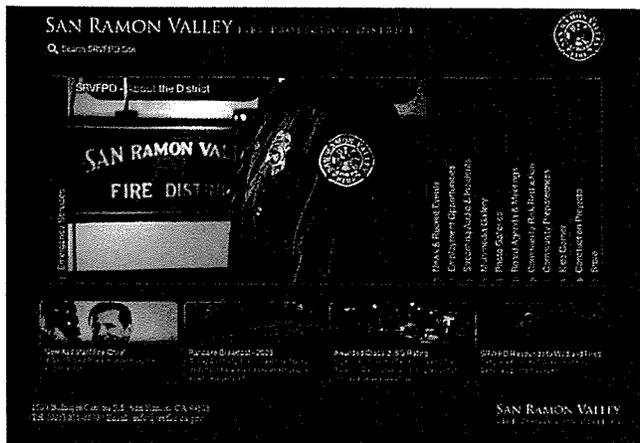
City of Laguna Beach



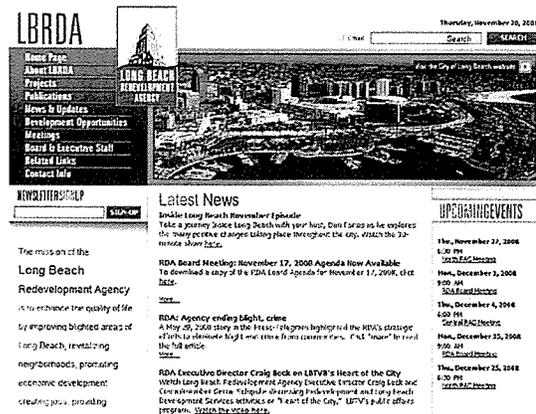
City of Palo Alto



City of Beverly Hills



San Ramon Valley Fire Protection District



Long Beach Redevelopment Agency



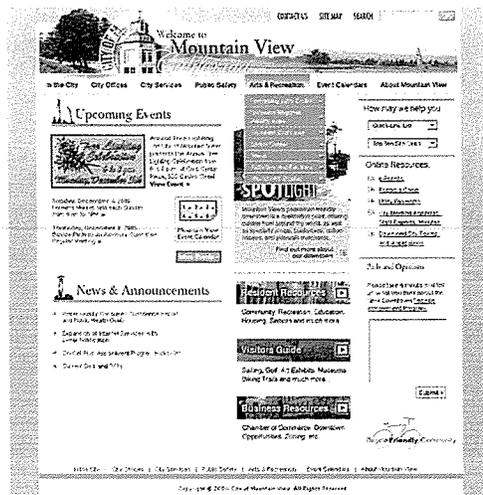
Redondo Harbor Resort



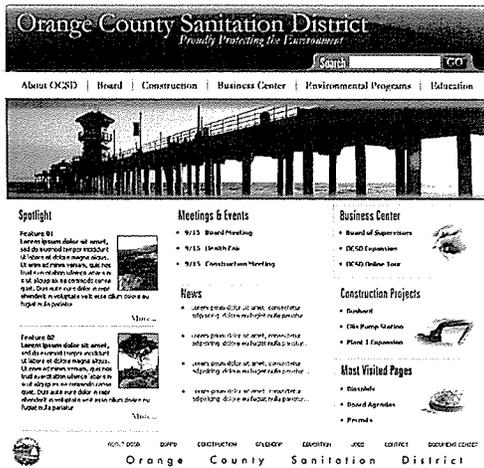
Tulare County



City of Newport Beach / Police Department Website



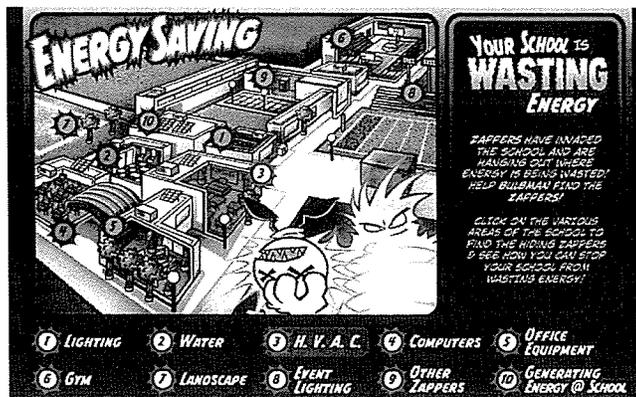
City of Mountain View Website



San Ramon Valley Fire Protection District



City of Saratoga Website



PEAK Students School Energy Saving Interactive Map

Technical Environment

The following is the complete technical environment in which Civica's CMS operates, should you wish to host the sites internally/locally:

The technology requirements for a Civica Software installation are designed to be simple and inexpensive to implement. The proposed system will function within the city's Windows-based server environment. The required minimum environment configuration for implementation of the Civica Software system is as follows:

- Microsoft Windows 2000 / 2003 server
- Microsoft SQL Server 2000 database
- TCP/IP network protocol
- Fully ODBC compliant
- Active Server Pages 3.0
- IE 6.0 (or better) for Administration system

Preferred Server Configuration

Web Server

Dual Intel Xeon, 3.0 GHz, 1M cache,
2 GB RAM
Raid 1 - (2+1) 80GB SATA Hard Drives
Dual 10/100/1000 Ethernet Controllers
DVD-ROM Drive
Windows Server 2003 Standard Ed.

SQL Server

Dual Intel Xeon, 3.0 GHz, 1M cache,
4 GB RAM
Raid 1 - (2+1) 120GB SATA Hard Drives
Dual 10/100/1000 Ethernet Controllers
DVD-ROM Drive
Windows Server 2003 Standard Ed.
SQL Server 2000 or 2005 Standard

Our systems can also be hosted from Virtual Server environments.

Disaster Recovery

While the RFP calls for us to host this Website, should you decide to host it themselves, a full disaster recovery plan will be implemented based on your infrastructure. As each client typically has a different configuration and methodology for the IT Department, we work with your team to setup all required recovery options. This includes, but is not limited to, different backup options, fault tolerant solutions, geo-backup solutions and options hardware setup. As with all our clients, our technical staff are available during normal working hours to assist your team with any issues or setup requirements.

Customer Support

Civica has a standard schedule for providing support and maintenance for Civica CMS. These deliverables are:

Priority 1: Emergency

Severe application problem resulting in complete work stoppage for a large number of your staff. Or, complete loss of service to either Web site or intranet (application-related site outage). Access to key points of contact is available 24 hours a day.

Response: 30-60 minutes during prime hours (M-F 8AM - 5PM)
60-120 minutes off-hours, holidays and weekends
Onsite response (if needed) within 4 hours

Resolution: 4-12 hour resolution time

Notifications: Project Manager is given a detailed report by the Civica on-call technician (for off hours only) and distributes to the IT Manager.

Update: Hourly or as scheduled with Civica

Examples: Web server is up but application non-functional.
SQL-server errors not related to hardware.
Patch updates from vendor or Microsoft cause incompatibility resulting in service outage.

Priority 2: High

Application or service is available, but in a degraded mode. Work around is feasible or loss of service for short time is acceptable. Impacts a small group or complete work stoppage for an individual.

Response: 2-4 hours during prime hours (M-F 8AM - 5PM)

Resolution: 3-5 business days

Update: Daily or as scheduled with Civica

Examples: Site is operational, but search, calendar or other modular functionality is non-operational or impaired.
Presentation layer is up but back-end is non-operational.

Priority 3: Medium

Moderate business impact; issues have affected customer productivity. Work around may exist or problem is for non-business-critical task.

Response: 8 hours

Resolution: 5 business days

Update: Staff are notified when Civica completes repair

Examples: File attachments won't upload.
Presentation layer is not rendering correctly.

Priority 4: Low

Limited business impact. Request can be scheduled.

Response: 2-3 business days

Resolution: As scheduled by Civica

Update: Staff are notified when Civica completes repair

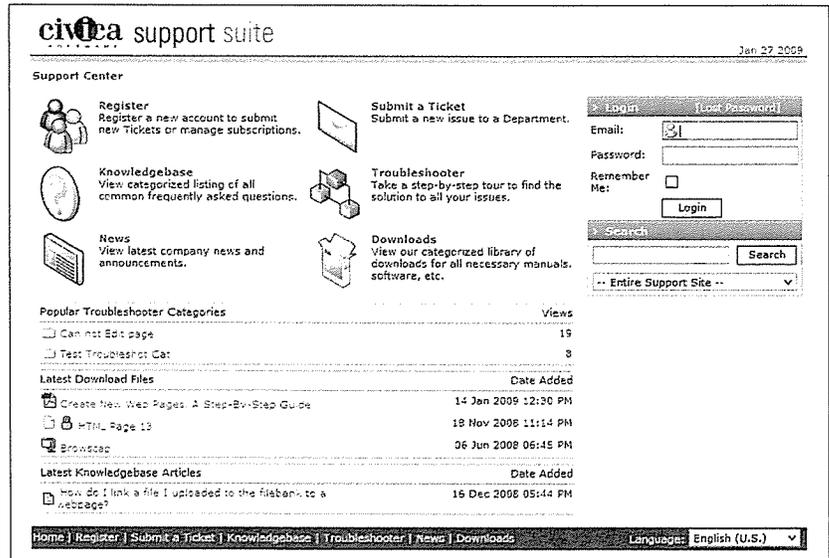
Examples: Programmatic change to back-end to improve efficiency.
Programmatic change to front-end.
Distribution of all patches and upgrades.

Customer Service

Our support team includes dedicated personnel to handle direct phone and email support. Our core development team (the actual programmers who create the technologies) is also available to answer and address issues directly. In addition, we have launched Civica Support – a new online Support management system allow clients to access online Help, a Knowledge base and Forums, submit issues online via our issue tracking system and access all documentation.

Upgrade cycles occur on a structured calendar basis with the exception of security issues. Those are addressed immediately – normally within a few hours of being brought to our team’s attention. We assist onsite tech staff with all updates. As part on the annual maintenance, all new features added (by other clients and as part of our normal ongoing development cycle) for the modules and systems you have purchased. The impact on your staff is normally no more than a few hours in total.

We are currently in the process of setting up a series of User Groups for Civica CMS systems to provide additional levels of support and user communities to assist staff with our deployments. Part of these services will include 24/7 access to technical staff to assist with your deployments and hosted solutions.



The screenshot shows the 'civica support suite' website interface as of January 27, 2009. The page is titled 'Support Center' and features several main sections:

- Register:** Register a new account to submit new Tickets or manage subscriptions.
- Submit a Ticket:** Submit a new issue to a Department.
- Knowledgebase:** View categorized listing of all common frequently asked questions.
- Troubleshooter:** Take a step-by-step tour to find the solution to all your issues.
- News:** View latest company news and announcements.
- Downloads:** View our categorized library of downloads for all necessary manuals, software, etc.

On the right side, there is a login section with fields for Email, Password, and Remember Me, along with a Login button. Below the login section is a search bar with a Search button and a dropdown menu for 'Entire Support Site'.

Below the main sections, there are two tables:

Popular Troubleshooter Categories		Views
Can not Edit page		19
Test Troubleshooter Cat		3

Latest Download Files		Date Added
Create New Web Pages: A Step-By-Step Guide		14 Jan 2009 12:30 PM
HTML Page 13		18 Nov 2008 11:14 PM
Browsers		06 Jun 2008 06:45 PM

Latest Knowledgebase Articles		Date Added
How do I link a file I uploaded to the filebank to a webpage?		16 Dec 2008 05:44 PM

At the bottom of the page, there is a navigation bar with links: Home | Register | Submit a Ticket | Knowledgebase | Troubleshooter | News | Downloads. On the right side of the navigation bar, there is a language dropdown menu set to 'English (U.S.)'.



Cost Proposal

The following provides you with the detail of the costs associated with the proposal for the development of a new Website incorporating a Content Management System for the City Of Oceanside. Please note that all work will be undertaken by Civica Software personnel, with no subcontractors involved in the process.

Consultancy & Project Management

Principal Civica Software personnel will be spending time with various members of the city's Web committee as well as other staff members, especially department heads, to determine the detailed program for implementation of the Website. In total, including preparation of review documents and other support materials.

Cost: **\$ 3,800**

Design

The City Of Oceanside will be presented with up to three proposed home page designs during a design development process which will lead to the creation of a New City Website, as well as all the accompanying departmental page layouts.

Cost: **\$ 5,200**

Development/Engineering

Website Construction and CMS Software System

The Civica Software Content Management System and function modules that drive the Website are licensed to the City Of Oceanside by way of a one-time license fee. These function modules will include: News and Announcements, File Bank, Calendar, FAQ, e-Notify, Online RFP's and Bids, Enhanced A-Z Search and Indexing, Enhanced Content Editor, Jobs posting.

In addition to the core functionality, all new features, enhancement will be included in this price. Over the past 3 months, we have added several new modules and a wide range of features to the system. This price also includes all new features created by other clients – you automatically get those features as part of your deployment.

Total one-time fee for Site development, construction & CMS setup **\$19,390**

Website Customization and deployment

Civica will deploy the complete Civica Content Management software system containing the administration system together with the feature modules onto the city's Web server and integrate the various approved graphics, homepages, and primary and secondary navigation systems with the software.

Total Cost for Website Construction **\$ 9,700**

Content Migration

Civica includes the repurposing and integration of up to 750 pages in to the new Website and the CMS software so that they conform to the new design. Additional pages are expected to be included in the site as part of the training process. If additional pages are required beyond this amount, they will be billed at the rate of \$7.80 per page.

Total Cost for Content Migration **\$ 4,500**



Training

Civica Software staff will provide two user training sessions for a total of up to 30 city employees in the full use of the Civica tools necessary to routinely maintain and redesign the Website and update the content on the Website and the procedures for creating and posting new content onto existing pages. This training session will run for up approximately 2 hours. This training will be provided at the city's offices.

In addition to onsite training, Civica provides online training and custom one on one training sessions to ensure that all the finer points of the system are covered. We also feature full online documentation to our system and are currently updating our "Video How to..." library for our new system release.

General Staff Training Costs **\$ 2,440**

In Depth Training

Civica Software staff will provide an in depth "train the trainer" session for up to 3 selected city employees in the full use of the Civica administration system to set up all user rights and privileges and all Civica tools necessary to routinely maintain and redesign the Website and update the content on the Website and the procedures for creating and posting new content onto existing pages. This training session will run for up approximately 5/6 hours. This training will be provided at the city or at Civica's Newport Beach offices, as agreed.

In Depth Training Costs **\$ 860**

Total Bid – Not to exceed: **\$45,890**

This includes all costs, time and materials, travel expenses and ALL reimbursable costs for implementation of the website.

Hosting (Recurring Costs)

Civica Software can deploy the completed City of Oceanside Website onto a Civica Web server housed at our secure server farm in Dallas, Texas. Civica provides connectivity to the Internet via multiple T3 – with dedicated 100MB lines from servers to internet and will host the Website on a shared server that operates at a maximum load of 10% utilization. Detailed log files of Website activity are maintained, and reports are generated monthly, using SmarterStats. The Website will be hosted on a mirrored server with daily site backups and DVD backups are performed weekly.

Civica will host the Website for a minimum period of 3 months. Three months regular hosting fee (at \$175 per month) is to be paid in advance on deployment. Thereafter, billing and City Of Oceanside obligation will be month by month at the rate of \$175 per month.



Support and service plans

Warranty and optional Website maintenance program

Civica fully warrants the Content Management Software and Website to be free of all bugs and defects for 12 months from the date the Website goes live.

Civica remains committed to a long-term partnership with all its Government clients and its technicians will be available during regular business hours to assist city personnel in all aspects of the Website maintenance and also to advise staff on the development of any applications required to interface with other e-government initiatives. These services will be provided free of charge for a three month period post the Website go-live date.

Should any additional professional services be required regarding the design, implementation, content conversion or training either beyond that included in the proposal or after the three month initial period the following rate structure would apply:

Principals:	\$155 per hr
Graphic Artists and Flash Designers:	\$95 per hr
Custom programmers:	\$115 per hr
HTML editors:	\$75 per hr
Content Migration:	\$50 per hr

An **optional annual maintenance and upgrade program** is available that will ensure all Website modules installed, always contains the latest features developed during the previous year. In addition, it will provide staff with access to Civica engineers during normal business hours to consult on any proposed Website and software integration issues.

NOTE: The first year is included **FREE** of charge

Optional Annual Cost (starting one year following installation) \$4,610

Optional Services

Employee Intranet Site

Civica has a number of additional systems to assist local government staff in making their day to day activities easier. This includes our Employee Intranet and Civica Assist CRM systems.

One of the advantages of implementing both is that the Civica Software Content Management System and common function modules can be managed from a single template within that



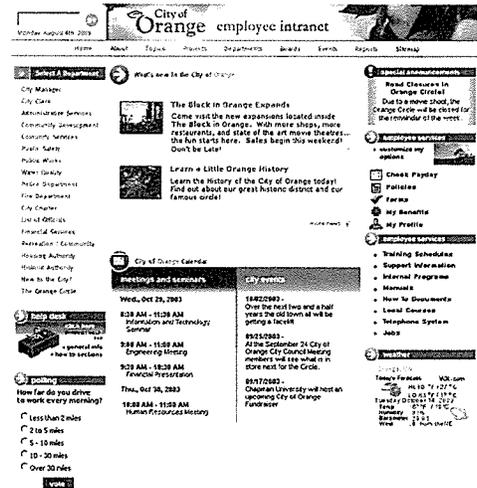
particular application, thereby reducing the time it takes to post an item and assuring that both the Website and the Intranet are presenting the same information.

The modules that drive the Intranet will be licensed on the following basis:

The Core Data Management and Administration System

installed on the Web server is licensed to the City Of Oceanside by way of a one-time fee that is not dependent on the number of servers, server processors or end users.

Each of the recommended Civica Modules that make up the functionality of the Intranet: News and Announcements, Enhanced Content Editor, Calendar, Enhanced A-Z Index, FileBank and Telephone Directory, is also licensed to the City Of Oceanside by way of a one-time license fee on the same terms and conditions.



Total of software license fees	\$27,800
Design of Intranet, software integration, deployment	\$ 4,640
Net Intranet costs after discount (training included)	\$14,950

Optional Intranet maintenance program

Civica offers an optional annual maintenance and upgrade program that will ensure the Intranet always contains the latest features developed during the previous year. In addition, it will provide staff with access to Civica engineers to consult on proposed Intranet and software integration issues.

Optional Annual Maintenance Costs	\$ 2,850
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CivicaAssist (CRM) - Optional

CivicaAssist is a Web-based Request and Issue Management system designed from the ground up specifically for Government. It is scalable for all sizes of cities, counties and Special Districts. The core architecture was designed by the same team that created the award-winning Civica Content Management System.

It can be purchased as a standalone system or in full integration with the local government's Web site, Intranet, Extranet and/or Kiosks. While it helps citizens get detailed information they are seeking in the shortest amount of time, on a 24/7 basis, CivicaAssist also has tremendous benefits for the local government itself, including:

- Reducing paperwork, thereby improving productivity
- Establishing the agency on the forefront of technology and innovation
- Automatically routing customer requests to the appropriate staff person
- Generating smart request-specific forms to facilitate entry of appropriate information
- Supporting automatic "nag" and reminder features informing staff and supervisors about unresolved cases, reducing the number of requests going unfulfilled
- Monitoring trend analysis, customer concerns and types of issues coming into CivicaAssist
- Generating rich reports for local government administrators and employees specific to their needs and inquiries

With CivicaAssist, constituents can easily:

- Submit requests for information, trouble reports, and violation reports online through a local government's Web site (or kiosk) and, unless anonymity is requested, receive e-mail, phone or mail acknowledgements and updates
- Communicate directly with the correct staff to resolve the request or issue
- Verify the location of the reported incident using GIS technology
- Track and review the status of their request at any time
- Create "member" accounts allowing them to review the status of requests without re-typing contact information
- Tap into the Knowledge Base/Frequently Asked Questions (FAQs) to find out general information related to their inquiry category
- Get instant answers via departmental Live Chat feature

At the same time, employees can:

- Access the request queue of their specific area of responsibility via secure online connections
- Respond online to requests associated with their department
- Assign maintenance teams to access and repair reported damage
- View complete historical request information, sorted according to their needs
- Add a request or report into the system on behalf of a resident
- Check the "member" list to review and validate request history for a specific person

System Features

CivicaAssist works as a standalone system or in full integration with the local government's Web site Intranet, Extranet and Kiosks. Acting as a central management repository for customer issues and requests, the system can be integrated with back end work order and other local government management systems.

Capable of integration with other self-service applications, like forms and payment processing systems, it can be integrated with third Party IVR systems (TeleWorks, etc.) or call center systems to deal with those who telephone in their request rather than input it directly via the Web. CivicaAssist's GIS integration also allows for customers and staff to visually verify the location of a request.

CivicaAssist also offers variety of other important features and benefits, including:

External:

- It is a single access point for multiple areas within the organization, each with a custom display environment designed for specific needs
- The CivicaAssist system allows for full searching on any open or closed issues/requests, customer history or activity. The customer can log-in and view their own custom page of requests, viewing the status for each request they have submitted
- Pre-populated issues and request lists enable rapid information entry
- Crime Tips and Public Safety incident reports can be made available online
- User can be notified as progress is made on a request or issue, via email, telephone/pager or mail
- Contact/marketing management capabilities are supported such as email alerts and mass mail outs, working in conjunction with the Civica e-Notify system

Internal:

- Administration system controls user access levels, configuration and modification abilities
- All issues and requests can be categorized based on location/geography, issue type, department and personnel assignment, status, date ranges, etc.
- Issues/Requests can be configured to be assigned to specific individuals or groups automatically
- On-site training is provided for staff and administrators, along with a "Train the Trainer" program and full documentation
- Multiple views can be created allowing different status reports for each internal level
- Requests and accounts can be created externally or internally on behalf of a customer, by local government staff
- Duplicate issues/requests can be detected based in information supplied (type, location, time, person)
- Online surveys, questionnaire and specialized forms (Crime Reports, Request for Public Documents, etc) can quickly and easily be deployed within the system

Tracking, Reporting & Analysis

CivicaAssist automatically generates ticket numbers which are e-mailed to the customer and used to track status via the online interface. The tracking system's fields can include information on inspector assignees (inspectors, maintenance team, etc), status, work required, times and dates estimates of completion. All historical transactions, work requests, and other actions are stored and are fully accessible for reporting and trend analysis

The system monitors trend analysis, customer concerns and types of issues coming into CivicaAssist. Additional summary and tracking reports can be created for multiple levels of management, with specialized, predefined and ad hoc reports easily generated within the system.

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, dated November 3, 2010 for identification purposes, is made and entered into by and between the CITY of Oceanside, a municipal corporation, hereinafter designated as "CITY", and Pixelpushers, Inc. dba Civica Software, a California corporation, hereinafter designated as "Pixelpushers".

RECITALS

- A. The CITY desires to obtain professional website design services from an independent contractor for the above named project.
- B. Pixelpushers has submitted a proposal to provide website redesign, development and implementation services for the CITY in accordance with the terms set forth in this Agreement.
- C. The CITY desires to contract with Pixelpushers as an independent contractor and Pixelpushers desires to provide services to the CITY as an independent contractor.
- D. Pixelpushers has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1.0 **SCOPE OF WORK.** The project is more particularly described in the attached Exhibits A, C and E.
- 1.0.1 **CITY OWNED MATERIAL.** Upon payment in full by the City of the compensation set forth in section 13.0, Pixelpushers will at that time irrevocably assign to the City all rights, title, and interest that Pixelpushers may have in and to the artwork and textual material developed specifically for the redesigned Website. The foregoing shall be deemed to have been developed for the CITY on a work-for-hire basis. Pixelpushers shall, at any time thereafter, at the CITY's expense, execute any documentation required by the CITY to vest exclusive ownership of the artwork and textual material in the Website.
- 1.0.2 **Credit.** Notwithstanding anything to the contrary contained in this Agreement, subject to Pixelpushers completing the services and the delivery of the Deliverables, Pixelpushers shall have the right to demonstrate and acknowledge credit for the development of the redesigned Website on Pixelpushers' own Internet website. Further, Pixelpushers shall be entitled to a reasonable credit on the Website indicating that the redesigned Website's development was completed by Pixelpushers. The size and form of such credit shall by mutual agreement of the parties, but in no event shall it be less than that commonly granted for similar websites. Pixelpushers shall provide a hyper-text link from Pixelpushers website to the CITY's website.

1.1 **PROFESSIONAL SERVICES PROVIDED BY PIXELPUSHERS.** The professional services to be performed by Pixelpushers shall consist of but not be limited to the following:

The City hereby engages Pixelpushers to perform custom and high-quality software design, graphic design and programming services in connection with the development and redesign of the City's Website, and a sub-website for the *Oceanside Magazine* in accordance with the specifications described in Exhibits A, C and E, and to deliver the software design, code, artwork and programs specified in Exhibits A, C and E (collectively the "Deliverables"). The Deliverables shall be delivered free of "Material Errors" and shall be delivered in accordance with the schedule and specifications set forth in Exhibits A, C and E. For purposes of this Agreement, "Material Errors" shall be defined as those material elements of the Deliverables that are not in compliance with the specifications or that do not function or execute properly in accordance with the specifications. Any changes to the scopes of work shall be subject to a written "change order", in the form attached hereto as Exhibit B. The change order form must be signed by both parties. The change order form will include an appropriate adjustment to the price and/or delivery dates, or a notation that no such adjustments are necessary. As a matter of clarity, refining, modifying, correcting, and adjusting any Deliverable such that it operates in accordance with the specifications, or correction of Material Errors, shall be deemed included within the Services.

1.1.1 **License to the CITY.** Upon payment in full by the CITY of the compensation set forth in section 14.0, Pixelpushers will then grant to the CITY a perpetual, royalty-free, personal, worldwide license to use the proprietary technology of Pixelpushers' in connection with the exploitation and maintenance of the redesigned Website and sub-website. Such license shall be non-transferable, and shall be limited to the use of only the technology provided to the CITY during the rendering of the services. Pixelpushers shall provide the CITY with all aspects of website maintenance and technical support during normal business hours in connection with the proprietary technology described in this paragraph to ensure that such technology conforms to the specifications for period of one (1) year from the date of this Agreement. All technical support thereafter shall be by mutual agreement of the parties.

1.1.2 **Expectations.** Pixelpushers will work closely with the Chief Information Officer in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished. The Chief Information Officer, under the authority of the City Manager, shall be the CITY'S authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The Chief Information Officer may delegate authority in connection with this Agreement to the Chief Information Officer's designees. For the purposes of directing the Pixelpushers' performance in accordance with this Agreement, the Chief Information Officer delegates authority to Sandra Djordjevich.

- 1.1.3 **Agreement.** The text of this AGREEMENT, together with the Exhibits, constitutes the entire AGREEMENT and understanding between the CITY and Pixelpushers with respect to the services, work products, and deliverables. This AGREEMENT supersedes all prior oral and written communications. This AGREEMENT may be amended, modified or changed, only in writing when signed by all parties or their specifically authorized representatives as set forth in this AGREEMENT.
- 1.1.4 **Agreement Amendments.** If there is a conflict among the text of this AGREEMENT, any provision or term in any Exhibit, or any amendment of this AGREEMENT, the following orders of precedence shall apply: an amendment of this AGREEMENT shall govern over any conflicting provisions of earlier amendments, this AGREEMENT, and terms in the Exhibits; and thereafter, the text of this AGREEMENT shall govern over any conflicting provision or terms in the Exhibits; and thereafter, The Exhibits including: Website Redesign Scope of Work (Exhibit A), Change Order (Exhibit B), Oceanside Magazine (Exhibit C), Hourly Rates (Exhibit D), and Filebank Module (Exhibit E). Pixelpushers is solely responsible for determining the hours and method of Pixelpushers' AGENTS' services, as well as for providing all necessary training and instruction to Pixelpushers' AGENTS so that they are able to satisfy Pixelpushers' obligations contemplated by this AGREEMENT.
- 1.1.5 **Compliance.** Pixelpushers shall comply with all applicable federal, state and local laws, standards, codes, ordinances, administrative regulations and all amendments, and additions thereto, pertaining in any manner to the performance or services provided under this AGREEMENT. Pixelpushers shall obtain all patents, licenses, and any other permission required to provide the redesign Website work product, or other deliverables to the CITY, or shall provide, upon the approval by the CITY, alternate, equivalent services, work products, or deliverables for use by the CITY, provided the CITY shall not unreasonably withhold approval of reasonable alternatives which do not significantly increase the cost or burden upon the CITY or the CITY's equipment, systems, staff, or facilities. Pixelpushers has no obligation for any claim based upon a modified version of the redesigned Website or the combination or operation of the Website with any product, data, or apparatus not provided by Pixelpushers. Pixelpushers provides no warranty whatsoever for any third-party hardware or software products. Except as expressly set forth herein, Pixelpushers disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.
- 2.0 **SOFTWARE LICENSING.** Subject to the terms and conditions of the Agreement, Pixelpushers hereby grants to the CITY a limited, non-exclusive and non-transferable right to use the Software in accordance with the limitations set forth the Agreement. Pixelpushers shall deliver the Software to the CITY in both source code and object code format on a date to be mutually agreed after the mutual execution of the Agreement. Without Pixelpushers' prior written consent, the CITY shall not be permitted to use the Software in any manner except in connection with the CITY's application identified in Exhibits A, C and E.
- 2.1. **Restrictions.** The CITY shall not: (i) sublicense, transfer, lend, rent, assign, or otherwise convey the Software to any third party; (ii) create "Derivative Works"

(as such term is defined in Section 6) of the Software; (iii) use the software for any purpose other than in connection with the CITY Application as permitted hereunder; or (iv) copy the Software except as expressly authorized under this Agreement. In the event that the CITY desires to use the software for any application other than the CITY Application, such use shall be subject to Pixelpushers' prior written consent in each instance, and shall be subject to the payment of an additional licensing fee to Pixelpushers in an amount to be determined by Pixelpushers at the time of the CITY's request.

- 2.2 **Pixelpushers Promotion.** The CITY hereby grants to Pixelpushers a non-exclusive, worldwide, royalty-free license to use, reproduce, distribute and publicly display the CITY's name and logos in connection with Pixelpushers' corporate resume. Subject to approval from the CITY, which shall not be unreasonably withheld or delayed, Pixelpushers may issue a press release generally describing the transaction contemplated by this Agreement or otherwise state that the CITY is a user of a Pixelpushers product.
- 2.3 **Integration/Additional Services.** Pixelpushers shall provide such reasonable assistance as is necessary to integrate the software to operate in the manner contemplated in the specifications attached hereto as Exhibits A, C and E (the "Specifications"). Further, at the CITY's request, during the first thirty (30) days after the completion of Milestone 5, Pixelpushers shall provide the CITY with a limited amount of technical support via telephone to assist in CITY's integration of the Software in accordance with the Specifications. Any assistance provided by Pixelpushers beyond such thirty-day period, or beyond the scope of the specifications at any time, shall be subject to additional fees at the rate set forth in that certain Exhibit D of the Professional Services Agreement between Pixelpushers and CITY, dated as of November 3, 2010.
- 2.4 **Modification of Software.** In the event that the CITY modifies either the source code or object code of the Software in any manner, other than expressly permitted in the specifications, all such modification shall be performed at CITY's sole risk. As a matter of clarity, in the event of any modification of the Software by the CITY, Pixelpushers shall have no liability for the failure of the Software to perform as intended. Pixelpushers shall have no obligation to render any support or assistance with the Software to correct such modification or improve the operability of the License Application, and all warranties offered by Pixelpushers hereunder (or as may be required by law) shall be null and void.
- 2.5 **Security Acknowledgement.** The CITY acknowledges that Pixelpushers has neither responsibility for nor control of the communications lines used to access the Software because such lines are provided by the CITY or a third party provider, and that the security of transmissions to and from the Software is not the responsibility of Pixelpushers.

- 3.0 **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the following timing requirements shall be strictly adhered to unless otherwise modified in writing as set forth in Exhibit A. Failure by Pixelpushers to strictly adhere to the timing requirements may result in termination of this Agreement by the CITY and the assessment of damages against Pixelpushers for delays.
- 3.1 For all time periods not specifically set forth herein, Pixelpushers shall respond in the most expedient and appropriate manner under the circumstances, by telephone, e-mail, fax, hand delivery or mail.
- 3.2 The CITY shall retain ten percent (10%) of the implementation cost for the project. The retained portion will be invoiced after Final Acceptance of the project, as defined herein. Pixelpushers will notify the CITY upon completion of the redesigned Website and *Oceanside Magazine* sub-website. For a period not to exceed thirty (30) calendar days in duration ("Final Test Period"), the CITY may evaluate the operation of the redesigned Website and *Oceanside Magazine* sub-website, if not previously tested in the Initial Test Period, in a test environment or using test data. If the CITY reasonably determines that its operational use of the redesigned Website and *Oceanside Magazine* sub-website is substantially impaired by one or more material errors in the design, graphics, code or programming, it will so notify Pixelpushers in writing within seven (7) calendar days of the completion of the Final Test Period ("Adverse Notification"), specifying in sufficient detail the nature of the error(s). Upon receipt of the Adverse Notification, Pixelpushers will correct any identified and reproducible material errors in the design, graphics, code or programming within a reasonable time and the CITY may retest the Website and *Oceanside Magazine* sub-website for as many as fifteen (15) additional calendar days. Final Acceptance will be deemed to occur when a) The CITY notifies Pixelpushers that the redesigned Website and *Oceanside Magazine* sub-website have successfully passed the CITY's testing; b) the Test Period or subsequent retesting period(s) are completed without another Adverse Notification being received by Pixelpushers from the CITY; or c) the CITY uses the redesigned Website and *Oceanside Magazine* sub-website in a "live" environment to perform its customary governmental, administrative, or business activities.
- 4.0 **DESIGN CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, Pixelpushers shall use the degree of care and skill ordinarily exercised by consultants under similar conditions. Pixelpushers will provide the implementation and training services described in the Specifications & Scope of Work attached hereto as Exhibits A, C and E.
- 5.0 **INDEPENDENT CONTRACTOR.** Pixelpushers' relationship to the CITY shall be that of an independent contractor. Pixelpushers shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Chief Information Officer. Pixelpushers shall not be authorized to communicate directly with, nor in any way direct the actions of, any other contractor for this project

without the prior written authorization by the Chief Information Officer. Pixelpushers shall be solely responsible for the performance of any of its employees, agents or subcontractors under this agreement.

Pixelpushers shall report to the CITY any and all employees, agents and consultants performing work in connection with this project, and all shall be subject to the approval of the CITY.

6.0 **SOURCE CODE.** The CITY is entitled to receive the software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Website and *Oceanside Magazine* sub-website; The CITY is not entitled to receive the source code for software except pursuant to a Technology Escrow Agreement, which may be executed separately by the Parties.

7.0 **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, Pixelpushers hereby certifies that Pixelpushers is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Pixelpushers will comply with such provisions and provide certification of such compliance as part of this Award Document. The certification shall be in accordance with Subsections 7.3 through 7.8 of this Agreement.

8.0 **LIABILITY INSURANCE.** Pixelpushers shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of Pixelpushers, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

8.1 Pixelpushers shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

Automobile Liability Insurance \$ 1,000,000

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of Pixelpushers under this Agreement.

8.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all

times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by Pixelpushers to restore the required limits. Pixelpushers shall also notify the CITY'S CIO promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against Pixelpushers resulting from any of Pixelpushers' work.

- 8.3 All insurance companies affording coverage to Pixelpushers for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as an additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 8.4 All insurance companies affording coverage to Pixelpushers pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 8.5 All insurance companies affording coverage shall provide thirty (30) days written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 8.6 Pixelpushers shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 8.7 Pixelpushers shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by Pixelpushers to provide such a substitution and extend the policy expiration date shall be considered a default by Pixelpushers and may subject Pixelpushers to a suspension or termination of work under the Agreement.
- 8.8 Maintenance of insurance by Pixelpushers as specified in this Agreement shall in no way be interpreted as relieving Pixelpushers of any responsibility whatsoever and Pixelpushers may carry, at its own expense, such additional insurance as it deems necessary.
- 9.0 **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this agreement and four (4) years thereafter, Pixelpushers shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million dollars (\$1,000,000).

Pixelpushers shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

10.0 **PIXELPUSHERS' INDEMNIFICATION OF CITY.** Pixelpushers shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of Pixelpushers' work, including the negligent acts, errors or omissions or wrongful acts or conduct of Pixelpushers, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. Pixelpushers' indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, Pixelpushers at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees founded upon, resulting or arising from the conduct, tortious acts or omissions of Pixelpushers.

Pixelpushers' indemnification of the CITY shall not be limited by any prior or subsequent declaration by Pixelpushers.

11.0 **ERRORS AND OMISSIONS.** In the event that the Chief Information Officer determines that the Pixelpushers' negligence, misconduct, errors or omissions in the performance of work under this Agreement has resulted in expense to the CITY greater than would have resulted if there were no such negligence, errors or omissions in the plans or contract specifications, Pixelpushers shall reimburse the CITY for the additional expenses incurred by the CITY, including website redesign, development and/or restoration expense. Nothing herein is intended to limit the CITY'S rights under Sections 7, 8 or 9.

12.0 **NO CONFLICT OF INTEREST.** Pixelpushers shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, Pixelpushers shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that Pixelpushers becomes financially interested in any other CITY contract, that other contract shall be void. Pixelpushers shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from Pixelpushers' violation of this Section.

13.0 **WARRANTY.** Pixelpushers warrants that all services, work product, maintenance and deliverables performed or provided under this AGREEMENT shall be performed consistent with generally prevailing professional standards. Pixelpushers shall maintain during the course of this AGREEMENT the standard of care, skill diligence and professional competency for such work product deliverables and services. Pixelpushers agrees to require all of Pixelpushers' agents, by the terms of its contracts, to provide services, work products, and deliverables at the same standard of care, skill diligence and professional competence required of Pixelpushers. a) The CITY must report any deficiencies in the work product or deliverables of Pixelpushers in writing within ten (10) working days after the acceptance of the delivery of the work product or deliverable to the CITY, as acceptance and delivery are defined particularly as to that service or task in the Specifications & Scope of Work Exhibits A, C and E. b) The CITY's primary remedy for any breach of the above warranty shall be the re-

performance of the service without additional cost to the CITY. d) To the extent permitted by applicable law, the CITY's damages, either direct or indirect, in contract or in tort, for breach of warranties, failure to perform, infringement of intellectual property rights, loss of profits, special, incidental or other consequential damages arising from Pixelpushers' performance under this AGREEMENT shall not exceed the total value of fees actually paid to Pixelpushers.

- 13.1 **Software Warranty.** Pixelpushers warrants to the CITY that the Software actually licensed for use by the CITY shall substantially perform the functions described in the Specifications for three hundred sixty five days (365) days from date of first use. If the Software does not conform to the foregoing warranty, Pixelpushers shall, as Pixelpushers' sole and exclusive obligation and at its option, repair or replace the relevant Software or refund to CITY a prorated portion of the License Fee paid for the relevant Software. NOTWITHSTANDING THE FOREGOING, PIXELPUSHERS DOES NOT WARRANT THAT THE CITY'S USE OF THE SOFTWARE SHALL BE UNINTERRUPTED OR ERROR-FREE.

- 14.0 **COMPENSATION.** For work performed by Pixelpushers in accordance with this Agreement, the CITY shall pay Pixelpushers in accordance with the schedule of billing rates set forth in Exhibits A and C, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Chief Information Officer. Pixelpushers' compensation for all work performed in accordance with this Agreement shall not exceed the total contract price of \$ 48,390. The contract price included all costs, time and materials, travel expenses and all reimbursement costs for implementation of the City of Oceanside website redesign and the sub-website for the *Oceanside Magazine*. Payments will be made as detailed in Exhibit A.
- 14.1 No work shall be performed by Pixelpushers in excess of the total contract price without prior written approval of the Chief Information Officer. Pixelpushers shall obtain approval by the Chief Information Officer prior to performing any work which results in incidental expenses to CITY.
- 14.2 Pixelpushers shall maintain accounting records including the following information:
- 14.3 Names and titles of employees or agents, types of work performed and times and dates of all work performed in connection with this Agreement which is billed on an hourly basis.
- 14.4 No incidental expenses including reproductions, computer printing, postage, mileage and subsistence will be paid by the City.
- 14.5 Pixelpushers' accounting records shall be made available to the Chief Information Officer for verification of billings, within a reasonable time of the Chief Information Officer's request for inspection.

14.6 Pixelpushers shall submit invoices to the CITY at the completion of the milestones listed in Exhibit A. The CITY shall make partial payments to Pixelpushers not to exceed 20% of the total contract price (\$9,178.00), within thirty (30) days of the executed contract and receipt of invoice.

14.7 Prior to submittal of the final Website design for approval, partial payments shall not exceed \$11,378.00.

15.0 **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay Pixelpushers for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 13. The CITY shall be required to compensate Pixelpushers only for work performed in accordance with the Agreement up to and including the date of termination.

16.0 **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of Pixelpushers' duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

17.0 **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and Pixelpushers concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.

18.0 **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

19.0 **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

20.0 **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

21.0 **NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
Chief Information Officer
300 North Coast Highway
Oceanside, CA 92054

TO Pixelpushers:

Pixelpushers Software
20101 Birch Street, Suite 250
Newport Beach, CA 92660

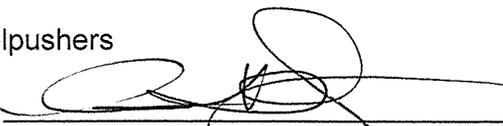
Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

22.0 **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Pixelpushers and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates indicated below:

Pixelpushers
By: 
Mark W.J. Kelly, President & C.T.O.

Date: OCT 12, 10

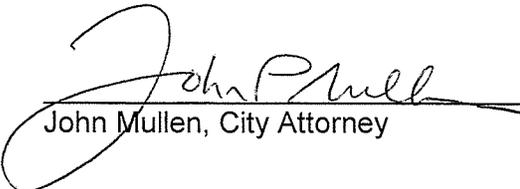
By: 
Name/Title Stuart Gregg, General Manager

Date: OCT 12, 10

33-0776055
Employer ID No.

City of Oceanside
By: _____
Peter A. Weiss, City Manager

Date: _____

APPROVED AS TO FORM:

John Mullen, City Attorney

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of ORANGE

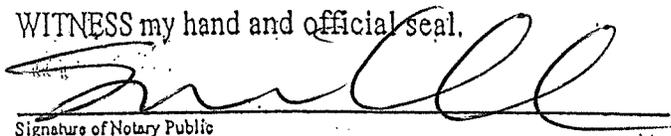
On 12TH DAY OF
OCT, 2010 before me, SUN MI LEE, NOTARY PUBLIC
(Here insert name and title of the officer)

personally appeared MARK W.J. KELLY & STUART GREGG

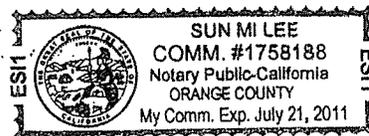
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), 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 of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT	
<u>Professional Service Agreement</u> <small>(Title or description of attached document)</small>	
<small>(Title or description of attached document continued)</small>	
Number of Pages <u>12</u>	Document Date <u>10/12/10</u>
<small>(Additional Information)</small>	

CAPACITY CLAIMED BY THE SIGNER	
<input type="checkbox"/> Individual (s)	
<input type="checkbox"/> Corporate Officer	
	<small>(Title)</small>
<input type="checkbox"/> Partner(s)	
<input type="checkbox"/> Attorney-in-Fact	
<input type="checkbox"/> Trustee(s)	
<input type="checkbox"/> Other	

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

NOTARY ACKNOWLEDGMENTS OF Pixelpushers MUST BE ATTACHED.

EXHIBIT A

SPECIFICATIONS & SCOPE OF WORK

Software Specifications

Civica Software will design and build a new City of Oceanside a website containing the following Civica Modules; Core Data Management, Site Construction, System Administration tool sets, a portal system and a mobile version (formatted for today's mobile devices such as the iPhone, BlackBerry and Android powered phones)

A-Z Index	Calendar	Contacts
E-Zines	FAQs	FileBank
HTML Editor	HTML Emails	Image Gallery
InfoGuide	Form Builder	Job Classifications
Jobs Module	News & Announcements	Mapping
Events	Press Releases	QuickLinks
RFPs & Bids	Voting / Survey	Admin Module
Film Permits	Bulletins	Media Manager

Scope of Work

MILESTONE 1: Contract Execution

City executes agreement with Civica to commence project development cycle.

Completion of Milestone 1: Nov 1, 2010

Contract signed

Due within **30** days of execution of contract: **\$9,178.00 (20% of Contract Value)**

MILESTONE 2: Design & Discovery

Initial Organization Meeting:

Civica consultants will meet with City staff, representatives from all City departments, to seek input pertaining to the structure of the new web site and the *Oceanside Magazine* sub-website. This will provide an open forum, for all departments, to express ideas for improving the City's redesigned website.

Progress Meeting

Civica consultants will meet with the designated City of Oceanside Web design team to better understand the new and unique City of Oceanside image that we wish to communicate to our constituents. Civica will discuss with the team all services that the City offers and jointly document the departmental structure that will exist to manage the content on the site. This will lead to the development of the navigation structure schematic.

Civica will set up a development Website accessible to designated City staff, where all design updates for the new redesigned website and the Oceanside Magazine sub-website will be posted for review. Designated City staff will include: City Manager, Department Heads, and the Website Committee. (Progress meetings/presentations can take place via phone / online meeting)

Conceptual Design Meetings # 1

Civica will discuss the designs with the designated design review team to filter the various options and to narrow and refine the chosen design. At this meeting, the Website Committee will be presented a series of three (3) home page concepts, layouts, and designs for review (each with a corresponding secondary page design). Civica may propose the implementation of minor sound and Flash/animation elements that will enhance the site without unduly extending download times. (Meeting/presentation can take place via phone / online meeting)

Conceptual Design Meeting #2

Civica will prepare, and post on the construction Website, a refined homepage design together with a corresponding secondary page design for a final decision by the Website Committee. The sub-website design for the Oceanside Magazine will also be posted on the construction Website for a final decision by the Website Committee. All design elements will be presented to the City via the Web-based Client Development area to ensure that all decisions are made within the context of how the ultimate user is going to view the Website and the *Oceanside Magazine* sub-website. Civica will then design all departmental homepages and post them to the Client Website for departmental review. (Meeting/presentation can take place via phone / online meeting)

Graphics Finalization

Following department input, Civica will post "final designs" for the homepage and all departments online. The "final designs" for the *Oceanside Magazine* will also be posted online for the Website Committee. Upon approval by the City, Civica will deliver all graphic components in Macromedia Fireworks optimized and sliced, ready for integration into the Website together with full documentation and technical specifications. These specifications will include hex color font specifications and any other information required for integration into a CMS (content management software) system.

Completion of Milestone 2: Feb 1, 2011

Approved Website Design and *Oceanside Magazine* sub-website design.

Due within 30 days of milestone completion: **\$9,178.00 (20% of Contract Value)**

MILESTONE 3: CMS Deployment

Civica will deploy the complete Civica Content Management software system containing the administration system together onto a Civica Web server and integrate the various approved graphics, homepages, and primary and secondary navigation systems with the software.

All drop down menu elements; site navigation features, departmental homepages (minus content), and the Oceanside Magazine sub-website will be functional for testing and approval by City departmental staff prior to content integration.

Completion of Milestone 3: March 1, 2011

Integrated CMS modules and available online (with new Design),

Due within 30 days of milestone completion: **\$ 13,767.00 (30% of Contract Value)**

MILESTONE 4: Content Integration

This stage will commence contemporaneously with the training and the real content migration will be used as part of the training process. Civica will utilize up to 750 pages of content either extracted from the existing site that has been pre-approved or new content submitted. Civica will classify the content with metadata tags and build and complete the Website using this content and post the site for review and approval on the development Website.

A custom front end to the Filebank module will be created to match the functionality of the current Planning Project Search. Refer to Exhibit E for the scope of work for this module.

Throughout the entire development cycle, Civica will maintain a duplicate system that replicates our final deployment environment. All functionality testing and development will take place on these systems to ensure an accurate representation of the eventual Website.

Although testing occurs throughout the project, in this stage, the site and the Oceanside Magazine sub-website is scrutinized on multiple platform, browser, and bandwidth environments. The various systems planned for the site and sub-website will be tested and all subsections will be refined and tested for proper linkages and content control. The ADA compliant version and "low graphics" version of the Website will be developed concurrently with the primary site.

Staff Training

Civica Software staff will provide user-training sessions for a total of up to 30 City employees in the full use of Civica tools necessary to routinely maintain and redesign the Website and update the content on the Website and the procedures for creating and posting new content onto existing pages. The training sessions will run approximately 2 hours each. This training will be provided at the City's offices.

In addition to onsite training, Civica provides online training and custom one on one training sessions to ensure that all the finer points of the system are covered. We also feature full online documentation to our system and are currently updating our "Video How To..." library for our new system release.

In addition to the onsite training, Civica Software staff will provide an in depth "train the trainer" session for three (3) selected employees in the full use of the Civica administration system.

They will be able to:

- Set up all user rights and privileges.
- Understand all Civica tools necessary to routinely maintain and redesign the Website.
- Update the content on the Website, and create and post new content onto existing pages.

This training session will run approximately 5-6 hours and will be provided at the City offices.

Documentation, in both soft and hard copy, will be provided to City staff to enable them to use all features of the CMS system and to update and redesign the site.

Completion of Milestone 4: May 9, 2011

Content migration complete & Staff Trained

Due within 30 days of milestone completion: **\$11,378 (20% of Contract Value)**

MILESTONE 5: Quality Assurance and Technology Transfer

Although the site will be continually tested during the entire duration of development, Civica will assist in the deployment of the new site on our servers. At this juncture, the site will be live, with all features accessible by the public. The *Oceanside Magazine* sub-website will be live, with all features accessible and controlled by the City. Civica will register the Website on the City's behalf with all primary search engines and incorporate the required metatags.

City will take full control of the maintenance of all sections, including full access to the source code for the purpose of disaster recovery.

Completion of Milestone 5: Jun 1, 2011

Site and *Oceanside Magazine* sub-website goes live / QA Complete

Due within 30 days of milestone completion: **\$4,589.00 (10% of Contract Value)**

Total Project Cost: \$ 48,090

OPERATING SYSTEM / TECHNOLOGIES

Operating System : Microsoft's Windows 2000/2003 Server with IIS 6.0

Browsers: Microsoft's Internet Explorer V6.0

Firefox V2.00 or better

Netscape V6.0 or better

Plug-Ins: Macromedia's Flash 7 or better

Program Language: Standard HTML V4.0

Text Language: US English

Additional Software: Not Applicable

EXHIBIT B

CHANGE ORDER

This Change Order shall serve as an amendment to that certain Professional Services Agreement dated as of DATE OF AGREEMENT by and between Pixelpushers and the City (the "Agreement"). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Date of Change Order: _____

Description of additions or modifications to the Services:

[To be determined]

Except as set forth above, all other terms and conditions contained in the Agreement shall remain in full force and effect.

AGREED AND ACCEPTED BY:

City of Oceanside:

Pixelpushers, Inc:

By:

By:

Name:

Name: Mark W.J. Kelly

Title:

Title: President & C.T.O.

EXHIBIT C

Sub-Website – Oceanside Magazine

Project Definition

Design, construct and implement a new sub-website for the *Oceanside Magazine*, for the CITY.

The sub-website will be part of the City of Oceanside main website and be integrated into the main sites CMS system.

Scope of Work

Based on information provided by the City of Oceanside's staff, Civica will develop several designs for the *Oceanside Magazine* sub-website.

Once a design is chosen and approved by the CITY, Civica will integrate it into the Civica CMS system used for the Cities redesigned main website.

Once the sub-website is complete City staff will use the standard CMS tools to create the *Oceanside Magazine* Content.

Once implemented, the *Oceanside Magazine* sub-website will display the current edition of the *Magazine*. Staff will be able to create the new editions of the *Magazine* in the back ground without it being viewable by the public until it is made live.

Older editions of the *Magazine* will be available in an archive.

Implementation, Timeframe & Development Costs

Sub-website Design

\$1100*

The first step in developing the sub-website is to organize the features into a logical structure. An information architecture map is created to define the structure of the site. Critical dependencies, technology integration and planning occur at this phase. Determining the requirements for the hardware and software to support the dynamic systems will be determined and presented.

Integration

\$1200*

A series of conceptual designs will be presented for review. Upon selection and refinement of a selected design, we will prepare the next phase. The creative directions will support the highly dynamic and functional navigation system, as well as define the look and feel of the new sub-website presence.

Project Management

\$200*

Management and project co-ordination during the entire project implementation cycle, including meetings, presentations and deployment.

TOTAL COST:

\$2,500*

Total cost (\$2,500) due within 30 days of the completion of Milestone 5 – Refer to Exhibit A.

***Note: Prices have been reduced to reflect the project will be completed as part of the design and construction of the redesigned City of Oceanside Website.**

Note:

1. Total does not include mutually agreed services or expenses incurred on behalf of the CITY.

EXHIBIT D
Civica/Pixelpushers Hourly Rates

Development & Changes are billed at the following rates:

Principal:	\$180.00 per hour
Programmer:	\$105.00 per hour
Graphic Designer / Flash Artists:	\$95.00 per hour
Production Artist:	\$75.00 per hour
HTML Production:	\$75.00 per hour
Specialized Programming:	Varies depending on task assignment

EXHIBIT E

Filebank Module

Project Definition

Design and construct a custom front end to the Filebank module to match the functionality of the current Planning Project Search.

Scope of Work

Create custom fields in the file bank database tables to accommodate extra data fields.

Alter admin display tables to accommodate extra fields.

Create Html and Css for the front end user interface.

Create search and display scripts to search on: location or address, project name, application numbers, assessor's parcel number (APN), ID and application filling date.

Create a details display page.

Implementation, Timeframe & Development Costs

Backend Development – Make changes to the database and administrative interface to accommodate extra fields.

Cost: \$550

Frontend Development – Create all HTML and CSS for the user interface. Create a Search page so that the user may search the Plan Project database on the criteria Listed above. Create scripts to process and display the results of the users search. Create a details display page to show the details of an entry.

Cost: \$1350

Project Management – Management and project coordination during the entire Project implementation cycle, including meetings, presentations and deployment.

Cost: \$300

Total Cost: \$2,200