

CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

June 25, 2024

SUBJECT: Consideration and Adoption of Resolution Authorizing Execution of Agreement with CivicPlus, LLC for Website Design and Agenda Management Services

PREPARED BY: Bill Zenoni, City Manager
Lisa Thomason, City Clerk

Recommendation

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an agreement with CivicPlus, LLC for website design and agenda management services.

Discussion

The City's current website is outdated, difficult to administer and cumbersome for citizens to access information. A Request for Proposals for website design services was issued on February 13, 2024. Three proposals were received by the April 8, 2024 due date. The proposals were reviewed by the City Clerk and City Manager. Of the proposals received, CivicPlus was determined to be the most responsive. CivicPlus will work with City staff to review the current website and design an updated website that is intuitive and easy to use, is ADA compliant, provides transparent information and will be easy to expand as the City grows in the future. CivicPlus will also provide a secure site gateway and domain management. In addition to the website, CivicPlus provides an agenda and meeting management system that will replace the City's current manual system. This system will automate the agenda development and agenda packet process, will post agenda packets online with all supporting documentation and will provide meeting minutes support. The initial agreement is for a one-year period. The City has the option to extend the agreement for additional one-year periods. It is recommended that staff be authorized to renew the agreement annually for a period up to five years (thru June 30, 2029), assuming satisfactory service is provided.

Fiscal Impact

The first year cost for updating the City website and implementing the agenda management system is \$9,637.20. Funding for this project is included in the adopted Fiscal Year 2024-25 budget. The subsequent annual cost to administer the website and agenda management system is \$7,522.20.

Attachments

1. Resolution
2. Agreement

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 28-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN AGREEMENT WITH CIVIC PLUS, LLC FOR
WEBSITE DESIGN AND AGENDA MANAGEMENT SERVICES**

WHEREAS, the City of Wheatland’s website is outdated and cumbersome to access; and

WHEREAS, City of Wheatland staff currently utilize a manual agenda management process; and

WHEREAS, a Request for Proposals for website design services was issued with three proposals received; and

WHEREAS, based upon a thorough review of the proposals received, the website design services offered by CivicPlus, LLC best meet the needs of the City; and

WHEREAS, in addition to website design services, CivicPlus, LLC also offers an automated agenda management system which will improve the process for preparing City Council agenda material.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The City Manager is authorized to execute an agreement with CivicPlus, LLC for website design and agenda management services.
- C. The term of the agreement shall be one year but may be extended by the City Manager for four additional one-year periods (five years total).

PASSED AND ADOPTED by the City Council of City of Wheatland on this 25th day of June 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Rick West, Mayor

ATTEST:

Lisa Thomason, City Clerk

**CITY OF WHEATLAND
CONSULTANT SERVICES AGREEMENT**

THIS AGREEMENT is entered into this July 1, 2024, by and between the City of Wheatland, a general law city ("City") and CivicPlus, LLC ("Consultant"), who agree as follows:

1. Scope of Work. Consultant shall perform the work and render the services described in Exhibit A, attached hereto and incorporated herein (the "Work" or "SOW"). Consultant shall provide all labor, services, equipment, material and supplies required or necessary to properly, competently and completely perform the Work. Consultant shall determine the method, details and means of doing the Work.

2. Payment.

a. In exchange for the Work, City shall pay to Consultant a fee based on:

Consultant's actual time and expenses necessarily and actually expended on the Work in accordance with the SOW herein.

b. The total fee for the Work shall not exceed the rates identified in Exhibit A. There shall be no compensation for extra or additional work or services by Consultant unless approved in advance in writing by City. Consultant's fee shall include all of Consultant's costs and expenses related to the Work.

c. Consultant shall submit to City an invoice for the Work as set forth in the SOW. City shall pay the invoice within 30 days of its receipt.

3. Term.

a. This Agreement shall take effect on the above date and shall continue for an initial period of 12 months, unless sooner terminated as provided in subsection (b), or renewed as provided in the SOW. Time is of the essence in this Agreement. Notwithstanding the foregoing, Consultant will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of the City

Consultant shall perform the Work diligently and as expeditiously as possible, consistent with the professional skill and care appropriate for the orderly progress of the Work.

b. This Agreement may be terminated at any time by City for its convenience upon 60 days advance written notice to Consultant before the end of the current term. Compensation under this subsection shall not include any cancellation or demobilization charges or lost profit associated with the expected completion of the Work or other such similar payments relating to Consultant's claimed benefit of the bargain.

4. Professional Ability of Consultant. Consultant represents that it is specially trained and experienced, and possesses the skill, ability, knowledge and certification, to competently perform the Work provided by this Agreement. City has relied upon Consultant's training, experience, skill, ability, knowledge and certification as a material inducement to enter into this Agreement. All Work performed by Consultant shall be in accordance with applicable legal requirements and meet the standard of care and quality ordinarily to be expected of competent professionals in Consultant's field.

- 5. Conflict of Interest.** Consultant (including principals, associates and professional employees) represents and acknowledges that to the extent of its knowledge (a) it does not now and shall not acquire any direct or indirect investment, interest in real property or source of income in the area covered by this Agreement or that would be affected in any manner or degree by the performance of Consultant's services under this agreement, and (b) no person having any such interest shall perform any portion of the Work. The parties agree and acknowledge that Consultant is not a designated employee within the meaning of the Political Reform Act and City's conflict of interest code because Consultant will perform the Work independent of the control and direction of the City or of any City official, other than normal contract monitoring, and Consultant possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel.
- 6. Consultant Records.** Consultant shall keep and maintain all ledgers, books of account, invoices, vouchers, canceled checks, and other records and documents evidencing or relating to charges for services, expenditures and disbursements charged to City for a minimum period of three years (or for any longer period required by law) from the date of final payment to Consultant under this Agreement. City may inspect and audit such books and records, including source documents, solely to verify all charges, payments and reimbursable costs under this Agreement.
- 7. Ownership of Documents.** This section intentionally omitted.
- 8. Compliance with Laws.** Consultant shall perform the Work in compliance with all applicable federal, state and local laws and regulations. Consultant also shall possess, maintain and comply with all federal, state and local permits, licenses and certificates that may be required for it to perform the Work.
- 9. Indemnification.** Consultant shall indemnify, defend, protect, and hold harmless City, and its officers, employees, volunteers and agents from and against any and all liability, losses, claims, damages, expenses, demands, and reasonable costs brought by a third party (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature directly arising out of Consultant's performance of the Work and caused by any sole negligent act or omission, willful misconduct or violation of law of or by Consultant or its employees, agents and subcontractors, except where caused by the negligence or willful misconduct of City or as otherwise provided or limited by law. Consultant's obligations under this indemnification provision shall survive the termination of or completion of Work under, this Agreement..
- 10. Insurance.**

a. **Types & Limits.** Consultant at its sole cost and expense shall procure and maintain for the duration of this Agreement the following types and limits of insurance:

<i>Type</i>	<i>Limits</i>	<i>Scope</i>
Commercial general liability	\$1,000,000 per occurrence & \$2,000,000 aggregate	at least as broad as ISO CG 0001
Automobile liability	\$1,000,000 per accident	at least as broad as ISO CA 0001, code 1 (any auto)
Workers' compensation	statutory limits	
Employers' liability	\$1,000,000 per accident	

b. **Other Requirements.** The general and automobile liability policy(ies) shall be endorsed to name City, its officers, employees, volunteers and agents as additional insureds regarding liability arising out of the Work. Consultant's coverage shall be primary and apply separately to each insurer against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. City's insurance or self-insurance, if any, shall be excess and shall not contribute with Consultant's insurance. Each insurance policy shall be endorsed to state that coverage shall not be canceled, except after 30 days' prior written notice to City. Insurance is to be placed with insurers with a current A.M. Best's rating of A-VII or better unless otherwise acceptable to City.

c. **Proof of Insurance.** Upon request, Consultant shall provide to City the following proof of insurance: (a) certificate(s) of insurance evidencing this insurance; and (b) endorsement(s) on ISO Form CG 2010 (or insurer's equivalent), signed by a person authorized to bind coverage on behalf the insurer(s), and certifying the additional insured coverage.

11. State Audit Contingency. This section applies if payments under this Agreement will exceed \$10,000. In accordance with California Government Code section 8546.7, the parties acknowledge that this Agreement, and performance and payments under it, are subject to examination and audit by the State Auditor General for three years following final payment pursuant to this Agreement.

12. Entire Agreement. This writing, including its exhibits, represents the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract between the parties concerning the Work, and supersedes all prior oral and/or written negotiations, representations or contracts. This Agreement may be amended only by a subsequent written contract approved and executed by both parties.

13. Independent Contractor. Consultant's relationship to City is that of an independent contractor. All persons hired by Consultant and performing the Work shall be Consultant's employees or agents. City shall not be responsible in any way for any payment or liability arising out of workers' compensation, unemployment, or employee wages or benefits to or for Consultant's employees or agents.

14. Successors and Assignment. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties; however, Consultant shall not subcontract, assign or transfer this Agreement or any part of it without the prior written consent of City. Notwithstanding the foregoing, Consultant may assign and transfer all of its rights under this Agreement by a sale of a majority of its assets or merger.

15. No Waiver of Rights. Any waiver at any time by either party of its rights as to a breach or default of this Agreement shall not be deemed to be a waiver as to any other breach or default. No payment by City to Consultant shall be considered or construed to be an approval or acceptance of any Work or a waiver of any breach or default.

16. Severability. If any part of this Agreement is held to be void, invalid, illegal or unenforceable, then the remaining parts will continue in full force and effect and be fully binding, provided that each party still receives the benefits of this Agreement.

17. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California. The county and federal district court where City's office is located shall be venue for any state and federal court litigation concerning the enforcement or construction of this Agreement.

18. Attorney's Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, expert witness and consulting fees, and litigation costs.

19. Notice. Any notice, invoice or other communication that is required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail addressed as follows:

City: City Manager City of Wheatland 111 C Street Wheatland, CA 95692	Consultant:
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Any party may change its address by notifying the other party of the change in the manner provided above.

CITY

CONSULTANT

By: _____

By:

Amy Vilsen

[name]

Amy Vilsen

[title]

Senior VP of Customer Success



CivicPlus
 302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-76487-1
 5/23/2024 5:50 PM
 7/1/2024

Client:
 City of Wheatland, CA

Bill To:
 WHEATLAND CITY, CALIFORNIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jordan Cairns		cairns@civicplus.com		Net 30

Website Open - Ultimate Package

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Ultimate Web Open Subscription	Ultimate Web Open Subscription	10	USD 4,282.20
1.00	Ultimate Implementation	Ultimate Design, 150 pages migration, free virtual training sessions	0	USD 0.00
1.00	M3: Integratable Meetings Management Migration and Server Configuration	Server configuration and up to 5 years of meetings document (agendas, agenda packets, minutes) migrated into the site's meetings directory which is integratable with Civic Plus's meetings management software.	10	USD 765.00

Meetings Essentials

QTY	PRODUCT NAME	DESCRIPTION	DISCOUNT %	TOTAL
1.00	Agenda & Meeting Management Essential Ultimate Annual	Agenda & Meeting Management Essential Ultimate Annual	10	USD 3,240.00
1.00	Municode Meetings Ultimate – One-Time Build Cost	Up to 5 Boards, Up to 8 Hours of Virtual Training	10	USD 1,350.00

List Price -- Initial Term - Total	USD 10,708.00
Total Investment - Initial Term	USD 9,637.20
Annual Recurring Services (Subject to Uplift)	USD 7,522.20

Initial Term	12 Months
Initial Term Invoice Schedule	70% invoiced at signing and 30% invoiced 6 months from signing or completion of implementation of Services if earlier

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 3

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

By (please sign):

Name: Bill Zenoni
Title: City Manager
Date: June 26, 2024

CivicPlus

By (please sign):

Name: Amy Vilsund
Title: Senior VP of Customer Success
Date: 6/12/24

Organization Legal Name:

City of Wheatland

Billing Contact:

Lisa Thomason

Title:

City Clerk

Billing Phone Number:

(530) 633-2761

Billing Email:

lthomason@wheatland.ca.gov

Billing Address:

111 C Street

Wheatland, CA 95692

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)