

RESOLUTION 2011-24

A RESOLUTION OF THE CITY COUNCIL ACTING AS THE GARIBALDI CONTRACT REVIEW BOARD APPROVING CITY STAFF'S USE OF THE RFP PROCESS FOR SELECTING A WEBSITE DEVELOPMENT PROFESSIONAL AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRAVO WEB SOLUTIONS, LLC

WHEREAS, the City of Garibaldi (City), at the recommendation of the Garibaldi Tourism Commission, has determined that the City should develop and maintain a website for the purpose of promoting Garibaldi as a tourism destination along the Oregon Coast; and

WHEREAS, the City has allocated funds in the Transient Room Tax fund for the purpose of facilitating the objectives of the Garibaldi Tourism Commission; and

WHEREAS, both the Garibaldi Tourism Commission and City Council have agreed that the development of this website is compatible with the purpose of these appropriations; and

WHEREAS, the City Council directed staff to use the Request For Proposal (RFP) process, which it determined to be the most appropriate selection method in this situation, to select a website development professional that would be competent to meet the specific and complex requirements of the City's needs; and

WHEREAS, It was reasonably believed at the time staff issued the subject RFP that the total cost of the project would not exceed \$5,000; and

WHEREAS, staff disseminated the subject RFP with the use of internet based posting services, by direct contact with professional developers, and through various other means and in a manner intended to provide the widest disbursement of this RFP among the most relevant professionals; and

WHEREAS, staff conducted an objective scoring method that identified a single development professional, Bravo Web Solutions, LLC (Bravo Web), as the best qualified and most appropriated website developer for the City's needs out of all other professional submissions; and

WHEREAS, staff is recommending Bravo Web as the best choice for a website development professional for the City; and

WHEREAS, Bravo Web's RFP has projected a cost of \$5,000; and

WHEREAS, the selection of an website developer through the RFP process conforms to GMC §3.10.080(G)(1), (7), and (11); and,

WHEREAS, the City Council finds that the process used to select this developer has met the requirements and policies of the City for selecting and hiring a professional for the specific purpose described in this resolution;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF GARIBALDI RESOLVES AS FOLLOWS:

Section 1. The Garibaldi Contract Review Board finds that the recitals of this resolution satisfy the requirements of the City's public contracting policies as described in GMC §3.10, and incorporates them into this resolution as additional findings by reference.

Section 2. The Garibaldi Contract Review Board incorporates the RFP for website development as additional findings of this resolution and attaches this RFP to this resolution as Exhibit A.

Section 3. The Garibaldi Contract Review Board authorizes the City Manager to enter into an agreement with Bravo Web for website development. The City Council designates the City Manager as the primary contact and project manager, and authorizes the City Manager to remit compensation to Bravo Web per the terms of the agreement, herein incorporated as Exhibit B.

Section 4. This resolution is effective as of the day of adoption.

PASSED BY THE COMMON COUNCIL AND APPROVED BY THE MAYOR, this 17th day of October, 2011.

ATTEST:



John O'Leary, City Manager



Hon. Suzanne McCarthy, Mayor

REQUEST FOR PROPOSAL

City of Garibaldi / Garibaldi Tourism Commission (GTC)

For electronic copies of this document in MS Word and Openoffice go here:

<http://ci.garibaldi.or.us/tc.html>

About GTC

The Garibaldi Tourism Commission (GTC) was formed by the City Council in September of 2010 to address the needs of the business community in promoting tourism in Garibaldi. This commission has a vision of establishing Garibaldi as the over-night anchor point for exploring Oregon's last authentic fishing village, as well as the attractions and natural scenic wonders of all of Tillamook County and the North Oregon Coast. The mission of this commission is to increase over-night stays in Garibaldi by developing a comprehensive plan for family focused tourism opportunities.

Project Description

GTC intends to create its website to distribute content and interact with the public, volunteers, stakeholders, and staff.

The contractor will:

1. work with GTC to establish a hierarchy of styles and core graphics for the site's overall look and feel (GTC will identify a color scheme and example websites with the desired look and feel before the contractor commences work);
2. implement the priority functions and capabilities listed in the "priorities" section of this document;
3. use the content management system to publish initial content (10 static pages);
4. develop "help" resources to guide GTC staff in performing routine administration and routine changes in content; and
5. provide targeted training to key staff and volunteers who will manage the site.
6. provide a plan for periodic upgrading of the site's software and backups.

Priority Website Functions and Capabilities (priorities)

The following are priority functions for this GTC website development project:

- 1) Secure user management system that works across functions and provides for different levels of access to the site's functions. The CMS should provide an out of the box user management system that allows for Access Control, the ability to create and assign users to different levels of access. The system should allow for the delegation of authority to create, make public and delete parts of the website.
- 2) User friendly content management system (CMS) capable of generating static and dynamic web pages.
- 3) A news/blog section allowing the GTC to post stories about the activities of the commission.
- 4) A user friendly system for uploading documents, pictures and other media, and including them in posts and pages.
- 5) "Public" events calendar, preferably out of the box.

Purpose of the Site

The purpose of the site is to:

- Introduce GTC to stakeholders and keep them updated.
- Provide background information and updates about the GTC to the press and community groups.

Design Requirements

- A modem connection will be sufficient to view and use the site's main pages. Content requiring a higher-speed connection should be separate.
- In the absence of alternative agreements, content produced for the site or generated by its applications will be valid XHTML.
- The web pages and related applications should work on Firefox, Internet Explorer and Safari with backward compatibility to 2 year old versions of those programs.
- The design should minimize the use of html <tables> in favor of CSS and <div> tags.
- User increases or decreases in text size should be feasible without degrading the site's integrity.
- Designers should work toward Section 508 compliance to aid the disabled in viewing and using the site. See: <http://www.w3.org/TR/WCAG20/>
- With respect to critical functions, the contractor will come to an agreement with GTC to determine whether and how to accommodate users who do not allow cookies, pop-ups and/or Javascript.

Technical and Infrastructure Requirements

- Volume: GTC expects 2 or 3 staff or volunteers to maintain the site. Traffic to and from the site will not likely exceed 100 users per hour.
- GTC plans to establish a Unix compatible, “advanced” shared hosting account with Pair Networks. Features of this hosting package are listed here:
http://www.pair.com/services/web_hosting/advanced.html
- GTC strongly prefers to contract directly with a third party for hosting.
- The domain registrar will be Pairnic (<http://pairnic.com/>).
- All personal/sensitive information, including password and other authentication data, transmitted to and from the site will be SSL encrypted.
- Proposed applications must run on a unix-compatible operating system.
- All applications for the site's functionality will be licensed under the GNU General Public License (GPL) or a similar license.
- Proposals utilizing Apache, Mysql, Postgresql, Perl, Python, Ruby and/or PHP -based technologies are more likely to be considered favorably; as will proposals utilizing applications that have a strong community of users and committers.
- Any plugins or custom code used or contributed by the contractor will be GPL licensed.
- GTC requires that backend infrastructure details be provided upon request.

Orientation Toward Functional Implementation

The CMS should include the desired functionalities out of the box. Additional functionalities can be added by well supported external modules with a strong community of users and committers. Drupal, Wordpress, Joomla, or Plone are possible starting points.

RFP respondents should outline, in the **worksheets** below, a solution they consider preferable, feasible, secure and cost competitive.

Exhibit A – Resolution approving the use of the RFP process to select a website professional

More on Priority Functional Requirements

Priority Functionalities	Notes
User registration/ management and session management	At least, four main user groups are accommodated: administrators, editors, subscribers, and anonymous. Subscribers may register as members of the site and submit personal contact information. Registration and passwords are confirmed over email. User <u>access control</u> permissions for the site's various functionalities are also set here.
Content management System + simple blog	Simply formatted content may be added to the site by a non-professional preferably with a WYSIWYG editor. The CMS has a capability for staging (previews) of user generated content before it is published. In addition, custom templates may be substituted for the "out of the box" templates. A "what's new" section or blog allows GTC to provide quick updates with links to pages with further information. The CMS interfaces with the user registration / management system (above).
File uploads / media library	Admin and editor users are able to easily to upload documents, images, etc. and incorporate these in the site's pages and posts. The upload system interfaces with the user management system (above).
Events calendars	Access to calendars is determined by user group (e.g. admin, editors, subscribers, etc...) Calendar administrators are able to add, edit and delete events. Non-administrators as well as non-registered anonymous users are able to view events as per their permissions. Upcoming events are presented in simple list format sorted by date and time; and possibly, also in whole month format. The calendar system interfaces with the user management system (above).

Estimated Project Duration

In the **worksheets below**, RFP respondents should indicate time requirements for different elements of the project as well as an indication of the overall amount of time required for the whole scope of work.

Assumptions and Agreements

The bid should not exceed \$5,000

GTC will use the bid as the basis for a more specific contract agreement with the contractor.

Exhibit A – Resolution approving the use of the RFP process to select a website professional

Submission Information

Please use the **RFP Submission Worksheets** below to respond to this RFP.

Proposals should be submitted **electronically** in OpenOffice writer or MS-Word format.

Please send proposals to the following email address: john@ci.garibaldi.or.us

For Additional Information or Clarification

Contact Kevin Greenwood, Garibaldi Tourism Commission Chair: kevin@portofgaribaldi.org

Basis for Award of Contract

Selection criteria include:

- experience with design aspects of website implementation;
- effective communication and project management;
- ability to create hierarchical styles and templates for efficient presentation and content management;
- experience with programming aspects of website implementation;
- ability to efficiently integrate different functions within a framework;
- long term availability for modifications and support;
- ability to establish a system that is transferable to another web design/programming contractor and that is also transferable to another hosting company.
- command of web-security issues
- examples of past work; and
- cost.

Anticipated Selection Schedule

The GTC website implementation committee will evaluate RFP's during the week of September 12, 2011, and the final selection is likely to be made on or after September 20, 2011.

RFP Submission Worksheets

General information, Part A

Please **BRIEFLY** answer the following questions.

1. Which person or organization will contract with GTC?
2. In **Implementation Worksheet Part B**, list your team members starting with the team leader.

Exhibit A – Resolution approving the use of the RFP process to select a website professional

3. Will you and/or your organization be available to provide on-going assistance?
4. What strategies do you employ to assure that the systems you develop are transferable?
5. Describe your experience with content management systems.
6. Please provide some links pointing to live examples of your work.
7. In the “**Implementation Worksheet**” below, describe how you will implement the different functionalities outlined above.
8. Are you recommending a different hosting plan than the Pair Networks “advanced” plan? If so, please explain the advantage and specify the configuration and estimated monthly cost.
9. How will you ensure that the applications or program modules work together in terms of user information, session information and permissions?
10. Are the applications, modules, or frameworks you recommend secure?
11. GTC recognizes that more information will be required to solidify project estimates and establish a contract. Still, cost is an important factor. Please explain your general confidence in the estimates you are providing in the worksheets below (e.g. $\pm 10\%$).
12. When will you be available to begin work on the project and when would you anticipate being finished?

Implementation Worksheet, Part B

Please provide details on the person or people who are expected to work on the project.

Name	Years exp.	Degrees	Org.	Hourly rate	Expected role, competencies

Exhibit A – Resolution approving the use of the RFP process to select a website professional

(Note: the following items in Part C and Part D are elements of a workplan.)

Implementation Worksheet, Part C

Work element	Notes	Estimated hours and cost
Meet with GTC staff for a detailed discussion regarding the organizational requirements and hosting requirements.		
Confirm hosting requirements; and finalize and setup the hosting solution.		
Agree with GTC on core colors, presentation structure, styles and core graphics (e.g. logo, masthead).		
Establish and refine stylesheet(s), user menus and core page templates.		
Include GTC banner graphics in home page template using a Javascript slide-show. GTC will supply images.		
Work with current GTC documents to establish content examples using the CMS (10 pages).		
CMS Training workshops for key staff and volunteers: 2 sessions x 2 hours x 1 trainer.		

Exhibit A – Resolution approving the use of the RFP process to select a website professional

Implementation Worksheet, Part D

<u>Priority functions</u>	Framework, applications, or modules used.	Estimated hours and cost
User registration/ management / access, permissions scheme.		
Content management system.		
File uploads / media library		
Event calendar		

SERVICE AGREEMENT

This Service Agreement ("Agreement") is entered into and effective this 12th day of October, 2011, between Bravo Web Solutions LLC, an Oregon limited liability company, ("Bravo"), and City of Garibaldi / The Garibaldi Tourism Commission ("Client").

RECITALS

A. Bravo is in the business of developing websites and web applications and providing hosting services for websites and web applications.

B. Client wishes to retain the services of Bravo as an independent contractor to provide the services specified in the attached Schedule "A" (the "Services"), and Bravo wishes to provide those services, subject to the terms and conditions of this Agreement.

TERMS

In consideration of the terms, representations, warranties, covenants and conditions below, the parties agree as follows:

1. Scope of Engagement. Subject to the terms and conditions of this Agreement, Bravo shall, upon the execution of this Agreement, provide Client with the Services. The Services may include the development of one or more websites or web applications ("Project Services"), and/or the hosting of websites or web applications ("Hosting Services"). The nature and scope of both Project Services and Hosting Services are forth in detail on the attached Schedule "A", which shall be deemed a part of, and incorporated into, this Agreement by reference.

2. Compensation for Services.

a. Project Services.

(i) Client shall pay Bravo for Project Services at Bravo's current rate of \$65 per hour. Client will be billed for all time spent on a Project, including time spent communicating with Client, whether in person, by telephone or by e-mail.

(ii) Based upon Bravo's current understanding of the scope of the Project, Bravo estimates that the Project will cost \$5,000 to complete (the "Project Estimate"). In the event that Bravo believes, during the course of completing a Project, that the Project Estimate is no longer accurate, Bravo shall promptly advise Client of its new Project Estimate. Client acknowledges that Bravo has no control over the amount of time Client will wish to spend discussing or modifying the scope of the Project, and that the Project Estimate is only a good faith estimate.

(iii) Bravo shall maintain a complete and accurate accounting of all time spent on the Project, and shall present an appropriate accounting to Client with any invoice. All invoices shall be due and payable within 30 days from their delivery to Client. All fees and costs shall be exclusive of any sales, use, value added or excise taxes, all of which will be the responsibility of Client. All past due balances shall accrue interest at a rate which is the lesser of: (a) 1.5 percent per month; or (b) the maximum rate of interest allowed by applicable law.

(iv) Client understands and acknowledges that the Project deliverables may be provided to Client with technologically-implemented user limitations until Client fully pays for the Project. In addition, in the event Client is over 60 days late on the payment of any invoice, Client authorizes Bravo to place Google Ads on Client's website until the full balance is paid.

(v) No deposit is required upon execution of this Service Agreement.

b. Hosting Services. **You may receive one year of hosting free.** Other Hosting Services provided to Client pursuant to this Agreement shall be charged to Client at the rates set forth in the attached Schedule "A." Bravo shall have the right to adjust the rates set for Hosting Services upon 60 days prior written notice to Client.

3. Reimbursement of Costs. Client shall reimburse Bravo for all reasonable costs incurred in the performance of Bravo's services, provided Bravo receives prior written approval to incur such costs in any amount collectively exceeding \$1,000. All cost invoices shall include documentation of the costs incurred, and shall be paid within 30 days of Client's receipt of the cost invoice.

4. Term of Agreement. This Agreement shall be effective as of the effective date set forth above. Subject to the termination provisions set forth in paragraph 21 below, this Agreement shall continue until Bravo has completed, and Client has accepted, all Services specified in paragraph 1 and Schedule "A," as such Services may be amended or extended by the parties pursuant to paragraph 5 below ("Change Orders").

5. Change Orders. In the event Client wishes to materially amend the scope or specifications of the Project Services or the Hosting Services (a "Change Order"), all such amendments shall be made in writing or by exchanges of emails. Change Orders shall be subject to acceptance by both parties and shall specify the resulting changes, if any, in the Project Estimate, fees for Services and/or any performance deadlines.

6. Hosting Services.

a. Server Space/Bandwidth. Bravo shall at all times allocate sufficient server space and bandwidth for Client's website, web application or e-commerce database to ensure responsive access to the site/application and performance of the site/application's interactive features.

b. Server Infrastructure. Bravo's servers used to host Client's website, web application or e-commerce database shall employ a reasonably up-to-date technological infrastructure designed to promote security and reliable "up time," including, without limitation: (i) reasonable software and appliance protections against viruses, worms, Trojan code and other destructive code; (ii) backup servers; and (iii) uninterruptible power supplies.

c. Service Levels. Client's website, web application or e-commerce database shall be operable and accessible to Client and (if applicable) to the public at least 97 percent of the total hours in each calendar month, excluding any time Bravo engages in routine or emergency server maintenance. Routine server maintenance shall occur between the hours of 12:00 a.m. and 2:00 a.m. Pacific Time, and to the extent commercially reasonable, Bravo shall notify Client in advance of any non-routine server shutdowns.

d. Technical Support. Bravo does not provide Client free technical support for problems accessing Client's website or web applications. At Bravo's sole discretion, Bravo may provide limited free technical support. Bravo reserves the right to impose a service charge at its then-current hourly service rate in the event it determines that requested technical support exceeds the scope of Bravo's technical support.

e. NO SSH AND NO FTP Access. Client understands and acknowledges that to preserve the integrity of its servers, and to protect from viruses, worms, Trojan code and other destructive code, Bravo does not allow its Clients to have FTP or SSH access to such servers.

f. Right to Review/Disclose Contents. Bravo shall have the right, in its sole discretion, to review the contents of any material passing through its servers – to or from Client – in the event Bravo receives credible information suggesting that Client is violating the law, Bravo's published rules of conduct, or the terms of this Agreement. In addition, Client hereby authorizes Bravo to disclose the contents of Client's website, web application, related database(s), or server operational data or metadata related to same, to any law enforcement agency with an appropriate writ or warrant, or in response to a subpoena. Nothing in this Agreement shall be construed to create any obligation on the part of Bravo to review the contents of materials passing through its servers.

g. Right to Modify, Suspend, Terminate and Delete. Bravo reserves the absolute right to modify, suspend or terminate Client's access to Bravo's servers, without prior notice to Client, for just cause, including, without limitation, Client's use of the servers for unlawful purposes. Any incoming e-mail sent to terminated or suspended Hosting Service accounts will not be forwarded to another account, but will be bounced back to the sender. Client authorizes Bravo to permanently delete all of Client's content on Bravo's servers upon the termination of the Hosting Services.

h. Right to Modify Terms of Service. Bravo reserves the right to modify the terms of service for its Hosting Services upon 60 days prior written notice.

7. Trade Secrets and Proprietary Information. During the term of this Agreement Client may disclose to Bravo, or Bravo may have access to, information Client has designated in writing as proprietary, confidential or trade secret information relating to Client or to Client's customers, including, without limitation, information relating to: (i) algorithms, programming code and database structures; (ii) Client's business plans, costs, profits,

pricing, business methods and customer base; and (iii) confidential information obtained from Client's customers or vendors under an obligation of confidentiality. Bravo covenants not to reproduce, disclose or use such information without Client's prior written consent, except as required for the performance of Services under this Agreement or as required by judicial process. Bravo further covenants that it will require all of its employees, subcontractors and agents to comply with the confidentiality requirements of this paragraph for the benefit of Client. All such information, in whatever form, shall be either destroyed or placed in Client's sole possession upon the termination of this Agreement upon Client's request. Disclosure of any confidential or trade secret information to Bravo under this Agreement shall not be deemed to grant Bravo any licenses in, or rights to, the intellectual property of Client or its customers or vendors. Proprietary or confidential information shall not include: (i) information that is in, or enters into, the public domain without breach of this Agreement through no fault of Bravo; (ii) information Bravo was demonstrably in possession of prior to receiving it from Client; (iii) information Bravo can demonstrate was developed by Bravo independently and with neither use of, nor reference to, such information; and (iv) information Bravo receives from a third party without restriction on disclosure and without such third party's breach of a nondisclosure obligation.

8. Intellectual Property Rights. Bravo's Services may involve the creation or modification of software code, documentation or other original work related to the Project. Bravo hereby grants Client, upon Client's payment of all fees and costs owed to Bravo for the Project work, a perpetual, world-wide, non-exclusive, fully paid, non-assignable license to use all such work product for all of Client's internal uses contemplated under this Agreement. Bravo recognizes that text content, photos, logo designs that are provided by Client to Bravo as part of the content of website belong to Client and are not under the terms of this provision. Bravo and Client acknowledge that no work created by Bravo under this Agreement shall be deemed a "work made for hire" or a "joint work" as those terms are defined in Section 101 of the United States Copyright Act, and that Bravo reserves all rights not expressly granted to Client under this Agreement.

9. Generic/Library Code.

a. The parties acknowledge that Bravo is an experienced software engineer that uses certain currently existing algorithms and programming code which perform generic functions not unique to the specific functions for which Client is developing or modifying code for the Project ("Generic/Library Code"). Bravo's Generic/Library Code may include, but is not limited to: (a) lookup routines; (b) validation code; (c) generic form input layout algorithms; (d) error handlers; (e) user input and data handling routines; and (f) website navigation routines.

b. Client understands and acknowledges that Generic/Library Code constitutes the basic programming tool kit Bravo brings to all programming jobs. Accordingly, notwithstanding any other provision of this Agreement, Bravo shall remain the sole owner of all copyright interests in its Generic/Library Code to the extent it is used separate and apart from any code developed for Client's Project.

10. Inventions. All domestic and foreign rights in, and title to, inventions, whether patentable or not, solely or jointly conceived of by Bravo arising from work performed under this Agreement shall be the property of Bravo unless otherwise specifically provided in Schedule "A." Client shall reasonably cooperate with Bravo in any actions necessary to claim and perfect its interests and rights in such inventions.

11. Right to Attribution. Bravo shall have the right to include in any website or web application it develops for Client a mutually acceptable identification of Bravo as the developer (e.g., "Designed by Bravo Web Solutions"), and may include it in any portfolio of work.

12. Trademarks and Publicity Rights. Except as expressly contemplated under this Agreement, neither party shall publish materials using the name, trademark or trade name of the other party without such party's prior written consent.

13. Relationship Between the Parties. The parties agree that Bravo is an independent contractor, and Bravo shall have sole control over the manner and means of performing its duties under this Agreement. Nothing in this Agreement shall be construed to create an employer-employee, partnership, joint venture, agency or franchise relationship, and Bravo shall have an unrestricted right to provide services to any other party.

14. Non-Solicitation of Employees. Client agrees that during the term of this Agreement, and for a period of 180 days following the termination of this Agreement, Client shall not solicit the services of, nor directly or indirectly retain in any manner (whether as an employee, consultant or otherwise) any employee or consultant of Bravo that Bravo has used to perform its Services under this Agreement.

15. Bravo's Warranties and Covenants.

a. Noninfringement. Bravo warrants and covenants that all code and other materials produced by Bravo pursuant to this Agreement are, and will be, of original development by Bravo or duly licensed to Bravo for the uses contemplated in this Agreement, and will not infringe upon or violate any copyright, trade secret, employment agreement or other contract right of any third party. Bravo will indemnify and hold Client harmless from and against any loss, cost, liability or expense, including reasonable attorneys fees, arising out of any claims of third parties based upon breach of the above warranties, provided that Client shall promptly notify Bravo in writing of any third party claim or suit, and Bravo shall have the right to fully control the defense and any settlement of such claim or suit. Bravo shall have the right to remedy any breach of this warranty by providing Client with replacement software or equipment that provides substantially the same functionality and that does not contain infringing content.

b. Right to Enter Into Agreement. Bravo warrants that Bravo has the right to enter into this Agreement, and covenants that the Services and work product provided under this Agreement will not violate any contractual obligations to which Bravo is subject.

c. Performance Warranty. Bravo warrants that it will provide its Services in a competent, professional manner consistent with current industry standards for the type of work being performed. Bravo warrants that for a period of 180 days following acceptance of any website or web application developed for Client under this Agreement, such work product will be free from material reproducible programming errors and defects in workmanship and materials, and will substantially conform to the functionality specifications agreed upon by the parties in Schedule "A" when maintained and operated in accordance with Bravo's instructions. If material reproducible programming errors are discovered during the warranty period, and provided Client promptly notifies Bravo of such errors or defects with reasonable specificity, Bravo shall make commercially reasonable efforts to promptly remedy them at no additional expense to Client. This warranty to Client shall be null and void if Client is in default under this Agreement or if the errors or defects arise from: (i) hardware failures, system infrastructure defects or defects in Client's operating system; (ii) unauthorized modification of the Project's work products by a party other than Bravo; (iii) modification of the operating systems or computer hardware upon which the Project is operated; or (iv) the misuse, errors, or negligence of Client or its employees or agents in operating the website or web application. The remedy provided in this paragraph shall be Client's sole remedy for any default upon this performance warranty.

16. Client's Warranties and Covenants.

a. Noninfringement. Client warrants and covenants that all code and other materials provided to Bravo for use in the Project are, and will be, of original development by Client or licensed to Client for use in the manner contemplated under this Agreement, and will not infringe upon or violate any copyright, trade secret, employment agreement or other property right of any third party. Client will indemnify and hold Bravo harmless from and against any loss, cost, liability or expense, including reasonable attorneys fees, arising out of any claims of third parties based upon breach of the above warranties.

b. Right to Enter Into Agreement. Client warrants that Client has the right to enter into this Agreement, and covenants that neither the Services and work product provided under this Agreement, nor Client's operation of its website or web application on Bravo's servers, will violate any statutory, regulatory or contractual obligations to which Client is subject.

c. Use of Project Work and Servers. Client covenants that it will use the Project website, web application and Bravo Servers solely for the purposes anticipated in this Agreement and in compliance will all applicable laws and regulations. Client shall indemnify, defend, and hold Bravo harmless from and against any loss, cost, liability or expense, including reasonable attorney's fees, arising out of any claims of third parties based upon breach of the above warranties or Client's use of the Bravo's servers or Project work products.

d. Existing Data. In the event the Project includes the migration of Client's existing data into a new database, Client warrants that such existing data is not currently corrupted or lacking in integrity. Client agrees that in the event this warranty is breached, Client will execute an appropriate Change Order to address the additional expense and time associated with restoring accuracy and integrity to such data prior to the completion of data migration process.

e. Acknowledgment of Risks. Client has been advised that: (i) Bravo's Hosting Services require Bravo's access to continuous telephone services, electrical services and Internet access over which Bravo has no control, and that although Bravo will make commercially reasonable efforts to ensure continuity of the Hosting Services provided under this Agreement, Bravo does not guaranty uninterrupted or error-free service to Client; (ii) Bravo may, in its discretion, make maintenance equipment resets resulting in the temporary disconnection of the Hosting Services provided hereunder; and (iii) Internet transmissions are not always secure and confidential, Internet "hackers" periodically breach the security measures of

Internet service providers, website hosts, web application hosts and their users, the Internet is frequently used to distribute destructive software viruses, worms, Trojan programs and other "malware," and that Client is using the Internet through Bravo's Hosting Services at Client's own risk.

f. Lawful Use. Client will use Bravo's Services in strict compliance with all local, state, federal and international laws and regulations. Client will not violate the copyright, trademark, trade secret, privacy or publicity rights of any person or entity, nor defame or harass any person or entity through the use of Bravo's Services. Client will not use, nor allow the use of, Bravo's Services to "spam" any person or entity, and will take immediate steps to prevent any other person or entity from "spamming" through Client's website or web application.

g. Passwords. Client will keep any password(s) issued in connection with the Services provided under this Agreement confidential so that no one else can access the Services through Client's account. Client will immediately notify Bravo if Client discovers any unauthorized use of its account.

h. Compliance with Rules. Client will comply with all of Bravo's published rules of conduct for the use of Bravo's servers, which may be amended from time to time.

17. Indemnification. Client will defend, indemnify and hold Bravo harmless from any claim, expense, loss, damage or other liability, including, without limitation, attorneys' fees, arising out of or connected with any misrepresentation, breach of covenant, breach of warranty, failure to perform, or any other breach of this Agreement by Client.

18. Limitation of Warranties. Other than the warranties expressly set forth in this Agreement, Bravo gives no warranties as to the services and deliverables provided under this Agreement, and makes no other warranties, express or implied. Bravo specifically disclaims all implied warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose and any warranties under the Uniform Computer Informational Transactions Act, as may be adopted by any jurisdiction from time to time. Applicable law may not allow the exclusion of implied warranties, so the above disclaimer may not apply to Client as it relates to implied warranties.

19. Limitation of Remedies. In no event shall Bravo be liable to Client for any indirect, incidental, special or consequential damages or lost profits arising out of or related to this Agreement or the performance or breach thereof, even if Bravo has been advised of the possibility thereof. In particular, Bravo shall not be liable for the loss of information arising from the use of, or inability to use, a website or web application developed or modified under this Agreement. Bravo's liability to Client, if any, whether arising under statute, contract, strict liability, or based upon a claim of negligence or some other tort claim, shall in no event exceed the total fee paid to Bravo hereunder. The warranties and remedies set forth above are exclusive and in lieu of all others, oral or written, expressed or implied. No Bravo distributor, dealer, employee or agent is authorized to modify or extend the above warranties or remedies in any manner. Some states do not allow the limitation or exclusion of implied warranties or the limitation of incidental or consequential damages, so the above exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

20. Termination.

a. Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice to the other party.

b. Either party may terminate this Agreement immediately if the other party breaches, or is in default upon, any obligation hereunder, which breach or default is not cured within thirty (30) days after receipt of written notice of such breach or default ("Termination for Cause").

c. Bravo shall issue a final invoice for any Services not previously invoiced within five (5) business days following termination. Upon termination, Bravo shall retain all payments it previously received, and all outstanding invoices for Services shall become immediately due and payable by Client. Bravo shall release to Client all data, code, documentation, and other materials and properties of Client, including any incomplete work prepared by Bravo for the Project, within three (3) business days following Client's full payment of any outstanding invoices due to Bravo under this Agreement. Notwithstanding the above, in the event Bravo terminates this Agreement for Cause, then: (i) Client shall immediately cease use of any Project work products; (ii) Client shall, within 10 days of such termination, deliver to Bravo all copies and portions of the Project work products and related materials and documentation in its possession or control furnished by Bravo under this Agreement; and (iii) all rights and licenses granted to Client under this Agreement shall immediately terminate.

d. Termination of this Agreement shall not relieve either party of any obligations set forth in paragraphs 8 through 18 above.

21. Notices. Any notice, request, demand, or other communication to be provided under this Agreement shall be in writing, and shall be delivered to the parties at the addresses designated below, or at such other address as a party may later designate by written notice to the other parties. All notices shall be effective upon hand delivery or when placed in the United States mail, properly addressed, with postage prepaid as certified mail.

Dylan Vogt, CEO
Bravo Web Solutions
2123 Franklin Blvd.
Suite 106
Eugene, Oregon 97403

City of Garibaldi / The Garibaldi Tourism Commission
107 6th St.
PO BOX 708
Garibaldi, OR 97118

22. Notice for Default. Except for breaches of the warranties or covenants contained in paragraphs 8 through 18 above, neither party shall be deemed in default until the party claiming the default has given notice to the other party, and the claimed default has not been remedied within 30 days after notice is given.

23. Remedies Upon Default. In the event of a default or breach of any covenant, warranty or term of this Agreement, the non-defaulting party may pursue any legal or equitable remedies available under the laws of the state of Oregon or applicable laws of the United States. The parties agree that a breach by a party of the warranties or covenants contained in paragraphs 8 through 18 above will result in irreparable and continuing damage to the other party in an amount which is not readily ascertainable and for which there will be no adequate remedy at law. Notwithstanding paragraph 25 below ("Dispute Resolution"), in the event of any breach of the provisions of those paragraphs, the non-breaching party shall be entitled to file suit in an appropriate court and seek injunctive relief and such other and further relief, including damages, as may be provided by law.

24. Dispute Resolution. If a dispute arises between the parties arising out of or related to this Agreement, the parties will attempt in good faith to settle it directly. In the event the parties are unable to settle their dispute:

a. If the amount in controversy and nature of claim is within the jurisdiction of Lane County's Small Claims Court, then such controversy shall be resolved in such court; and

b. If the amount in controversy or nature of claim is not within the jurisdiction of Lane County's Small Claims Court, then such dispute shall be submitted to final and binding private arbitration in Lane County. Filing for arbitration shall be treated the same as filing in court for purposes of meeting any applicable statutes of limitation. The parties shall choose a mutually agreed upon arbitrator from the list of the court approved list of arbitrators in Lane County. If the parties cannot agree upon an arbitrator, the party first requesting arbitration shall request that the Lane County Circuit Court provide a list of five names of arbitrators from the court-approved list. The parties shall follow all rules of mandatory court appointed arbitration that apply in the Circuit Court of Lane County, Oregon. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The parties will initially each pay half of the expenses of the arbitration (exclusive of the fees of their respective legal counsel), but the arbitrator(s) shall award the prevailing party with all of its costs of arbitration, including its reasonable attorney fees.

25. Non-Waiver. The failure or delay of any party to require performance of, or to otherwise enforce, any condition or other provision of this Agreement shall not waive or otherwise limit that party's right to enforce or pursue remedies for the breach of any such provision or condition. Any waiver by any party of any particular condition or provision of this Agreement, including this non-waiver provision, shall not constitute a waiver or limitation on that party's right to enforce performance or pursue remedies for the breach of any other condition or provision of this Agreement.

26. Force Majeure. Any delay or nonperformance of any provision of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, provided that the delayed party has taken reasonable measures to notify the other party of the delay in writing. The delayed party's time for performance shall be deemed to be extended for a period equal to the duration of the conditions beyond its control. Conditions beyond a party's reasonable control include, but are not limited to, the failure of the other party to cooperate as contemplated in this Agreement, the failure of the Client to provide the equipment, facilities or technology infrastructure agreed upon in a Development Plan, natural disasters, acts of government after the date of the Agreement, power failure, fire, flood, acts of God, labor disputes, riots, acts of war and epidemics.

27. Successor Interests. This Agreement is not voluntarily assignable or transferable by Client party without the express written consent of Bravo, which shall not be unreasonably withheld or delayed. Subject to this restriction, this Agreement is binding upon and shall inure to the benefit of the successors, assigns, bankruptcy estates, administrators, personal representatives and executors of each of the parties.

28. Severability. In the event a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain enforceable and shall be interpreted in a manner best calculated to carry out the intent of the parties.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without application of or regard to its choice of law provisions.

30. Jurisdiction, Venue. The parties agree that any suit, action or arbitration proceeding arising out of or relating to this Agreement shall be brought in Lane County, Oregon, and the parties expressly consent to the personal jurisdiction over them of any state or federal court in Lane County, Oregon.

31. Attorneys Fees. If a party to this Agreement breaches any term of this Agreement, then the non-breaching party shall be entitled to recover all expenses of whatever form or nature, costs and attorneys fees reasonably incurred to enforce the terms of the Agreement, whether or not suit is filed, including such costs or fees as may be awarded in arbitration or by a court at trial or on appeal. In addition, in the event either party to this Agreement becomes a debtor subject to the United States Bankruptcy Code, the non-debtor party shall be entitled to recover any expenses, costs and fees, including attorneys fees, incurred in connection with enforcing its rights against the debtor party, whether those rights arise under this contract or involve matters arising solely under the Bankruptcy Code.

32. Paragraph Headings. All paragraph headings in this Agreement appear for convenience of reference, and shall not affect the meaning or interpretation of the Agreement.

33. Amendments. This Agreement may be amended or modified only by a written instrument executed by the parties which expressly states the intent of the parties to modify or amend this Agreement.

34. Facsimile Execution. Execution of this Agreement may be evidenced by transmission of a facsimile copy of an original signature, and delivery of this Agreement so executed shall be binding upon the signing party to the same extent as if the original executed Agreement had been delivered.

35. Entire Agreement. This Agreement, together with any exhibits, attachments, schedules or other documents referenced herein, constitute the entire agreement between the parties pertaining to the subject matter of the Agreement, and supersede all prior discussions, negotiations, understandings, representations, and agreements, whether oral or written. All terms of this Agreement are contractual and not mere recitals. In the event there is a conflict between the terms of this Agreement and the terms in any exhibits, attachments, schedules or other documents referenced herein, or in the terms of any Purchase Order or similar document issued by either party, the terms of this Agreement shall govern.

IN WITNESS, the parties have executed this Agreement on the dates set forth by their signatures.

BRAVO WEB SOLUTIONS LLC

By: _____ Date: _____
Dylan J. Vogt, CEO

John O' Leary

By: _____ Date: _____
John O' Leary, City of Garibaldi / The Garibaldi Tourism Commission

SCHEDULE A

PROJECT SERVICES

The parties agree that Project Services shall consist of the following, as may be amended from time to time with Change Orders pursuant to paragraph 5 of the Agreement:

I. General Description of Project and Objectives.

Create website for Client to distribute content and interact with the public, volunteers, stakeholders, and staff.

Bravo will:

1. work with GTC to establish a hierarchy of styles and core graphics for the site's overall look and feel (GTC will identify a color scheme and example websites with the desired look and feel before the contractor commences work);
2. implement the priority functions and capabilities listed in the "priorities" section of this document;
3. use the content management system to publish initial content (10 static pages);
4. develop "help" resources to guide GTC staff in performing routine administration and routine changes in content; and
5. provide targeted training to key staff and volunteers who will manage the site.
6. provide a plan for periodic upgrading of the site's software and backups.

Bravo will implement the following **priority functions**:

1. Secure user management system that works across functions and provides for different levels of access to the site's functions. The CMS should provide an out of the box user management system that allows for Access Control, the ability to create and assign users to different levels of access. The system should allow for the delegation of authority to create, make public and delete parts of the website.

User registration/ management and session management: At least, four main user groups are accommodated: administrators, editors, subscribers, and anonymous. Subscribers may register as members of the site and submit personal contact information. Registration and passwords are confirmed over email. User access control permissions for the site's various functionalities are also set here.

2. User friendly content management system (CMS) capable of generating static and dynamic web pages.

Content management System + simple blog: Simply formatted content may be added to the site by a non-professional preferably with a WYSIWYG editor. The CMS has a capability for staging (previews) of user generated content before it is published. In addition, custom templates may be substituted for the "out of the box" templates. A "what's new" section or blog allows GTC to provide quick updates with links to pages with further information. The CMS interfaces with the user registration / management system (above).

3. A news/blog section allowing the GTC to post stories about the activities of the commission.

4. A user friendly system for uploading documents, pictures and other media, and including them in posts and pages.

File uploads / media library: Admin and editor users are able to easily to upload documents, images, etc. and incorporate these in the site's pages and posts. The upload system interfaces with the user management system (above).

5. "Public" events calendar, preferably out of the box.

Events calendars: Access to calendars is determined by user group (e.g. admin, editors, subscribers, etc...) Calendar administrators are able to add, edit and delete events. Non-administrators as well as non-registered anonymous users are able to view events as per their permissions. Upcoming events are presented in simple list format sorted by date and time; and possibly, also in whole month format. The calendar system interfaces with the user management system (above).

Bravo will design and program to the following **design requirements**:

1. A modem connection will be sufficient to view and use the site's main pages. Content requiring a higher-speed connection should be separate.
2. In the absence of alternative agreements, content produced for the site or generated by its applications will be valid XHTML.
3. The web pages and related applications should work on Firefox, Internet Explorer and Safari with backward compatibility to 2 year old versions of those programs.
4. The design should minimize the use of html <tables> in favor of CSS and <div> tags.
5. User increases or decreases in text size should be feasible without degrading the site's integrity.
6. Designers should work toward Section 508 compliance to aid the disabled in viewing and using the site. See: <http://www.w3.org/TR/WCAG20/>
7. With respect to critical functions, the contractor will come to an agreement with GTC to determine whether and how to accommodate users who do not allow cookies, pop-ups and/or Javascript.

Any "additional items" set forth in § 5.6 of the proposal that client wishes to have Bravo implement will be billed at the rate set out therein, and will be additional to the Project Estimate. Any such items that client desires to implement will be documented via email from the client.

HOSTING SERVICES

The parties agree that Hosting Services shall consist of the following, as may be amended from time to time pursuant to paragraphs 5 or 6.h of the Agreement: Bravo will provide hosting services for domain (to be decided). Hosting will cost \$360 per year, paid annually on January 1st.

27. Successor Interests. This Agreement is not voluntarily assignable or transferable by Client party without the express written consent of Bravo, which shall not be unreasonably withheld or delayed. Subject to this restriction, this Agreement is binding upon and shall inure to the benefit of the successors, assigns, bankruptcy estates, administrators, personal representatives and executors of each of the parties.

28. Severability. In the event a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, the remainder of the Agreement shall remain enforceable and shall be interpreted in a manner best calculated to carry out the intent of the parties.

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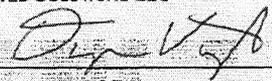
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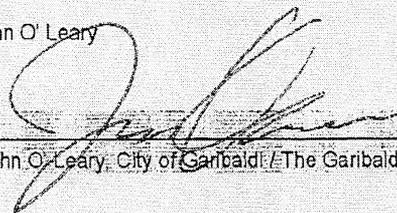
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IN WITNESS, the parties have executed this Agreement on the dates set forth by their signatures.

BRAVO WEB SOLUTIONS LLC

By:  Date: 10/19/2011
Dylan J. Vogt, CEO

John O' Leary
By:  Date: Oct-18-2011
John O' Leary, City of Garibaldi / The Garibaldi Tourism Commission