

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract ("Agreement"), is made and entered into by and between, WorldLight Media LLC (the "Consultant"), whose principal place of business is 7075 N. Howard Street, Suite 101, Fresno, California 93720, and the City of Reedley (the "City"), whose principal place of business is 845 G. Street, Reedley, CA 93654.

NOW, THEREFORE, it is agreed as follows:

1. **Term.** The respective duties and obligations of the contracting parties shall be for the period commencing on November 1, 2017 and ending on October 31, 2018. City and Consultant may extend this agreement for additional annual periods with notification in writing signed by both parties prior to the subsequent term. Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated by the City or the Consultant upon 30 days written notice by either party. The provisions contained in Section 3, Section 4 and Section 5 shall survive any termination of this Agreement.

2. **Services.** The Consultant shall perform the duties outlined in Appendix A - Statement of Work, included herein ("Work" or "Services").

3. **Independent Contractor Relationship.**

(a) The Consultant shall perform the services contemplated by this Agreement as an independent contractor. The Consultant acknowledges that it is not an agent or representative of the City and has no authority to act for or bind the City without prior written consent.

(b) The Consultant represents that it has the legal authority to enter and perform the requirements of this Agreement and will maintain such status to complete the Work hereunder.

(c) **Indemnity for Professional Liability:** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Consultant, its officers, agents, employees, or Subconsultants (or any City or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(d) **Indemnity for Other Than Professional Liability:** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligent performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant.

e) Consultant shall not be held to indemnify, defend and hold the City harmless for any loss, liability, damage, charge, claim, action, proceeding, injury, cost and/or expense which are the result of the City's negligence, willful or intentional act.

4. **Insurance.** Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and

maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

- (a) Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.
- (e) Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserve the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not

intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

- (i) **Notice of Cancellation.** Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) **Self-insured Retentions.** Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.
- (k) **Timely Notice of Claims.** Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

5. **Work Product.** Consultant agrees that all materials and content is provided free of royalty or other obligation. The City shall provide an unrestricted and no-cost license for Consultant to use work products developed under this project for public benefit purposes that are not competitive with this project and do not represent a conflict of interest with the project.

6. **Liability.** With regard to the Work to be performed by the Consultant pursuant to the terms of this Agreement, the Consultant shall not be liable to the City, or to anyone who may claim any right due to any relationship with the City, for any acts or omissions in the performance of Work on the part of the Consultant except (i) in the event of a breach by Consultant of its obligations under this Agreement or (ii) when said acts or omissions of the Consultant are due to the negligence or fraud of the Consultant.

7. **Compensation & Payments.** The City agrees to reimburse Consultant for eligible time for Work as defined in Appendix A - Statement of Work. Consultant shall bill the City on a monthly basis or at the completion of the Services, whichever is earlier, by automatic credit card billing and provide a statement to the City.

8. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless such amendment, modification or waiver is mutually agreed upon in writing by the parties hereto. The failure of any party to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of such party thereafter to enforce each and every provision of this Agreement in accordance with its terms. The waiver by any party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of any provision of this Agreement.

9. **Governing Law.** The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

10. **Right to Cure.** In case of a breach of this Contract by either party, the non-breaching party shall give the breaching party notice of the breach and a reasonable period to cure under the circumstances.

11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, that cannot be resolved by the parties in a reasonable amount of time, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and

judgment upon the award rendered by the arbitrator(s) shall be entered in any court of competent jurisdiction. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the State of California, County of Fresno. In the event that litigation results from or arises out of this Agreement or the performance hereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees and reasonable out-of-pocket and documented expenses and court costs, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled.

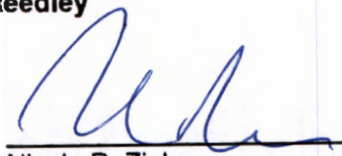
12. **No Assignment or Delegation.** This Contract is personal to each of the Parties. No Party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

13. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts and each of them shall be deemed to be one and the same instrument. This Agreement may be executed by facsimile signatures, including electronic format.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the date first written below.

City of Reedley

By:

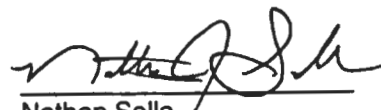

Nicole R. Zieba
City Manager

Date:

10/27/17

WorldLight Media LLC

By:


Nathan Solla
Chief Strategy Officer

Date:

10/9/2017

STATEMENT OF WORK

PROJECT	Ongoing Web Maintenance Services for City of Reedley, CA		
COMPANY NAME	City of Reedley, CA	CONTACT	Paul A. Melikian, CPFO
PROJECT MANAGER	Nathan Solla	DATE SUBMITTED	9/25/17
AUTHOR	Nathan Solla	VERSION	1.0.0
PROJECT BEGIN DATE	November 1 st , 2017	END DATE	October 31 st , 2018

OBJECTIVE	DESCRIPTION
Provide ongoing maintenance services for the website domain: http://www.reedley.com/	As requested by City of Reedley, revisions will be made to the content of the website. Revisions include adding, removing, or revising content and maintaining functionality of the website.
Remote Access	We will access the website remotely to upload documents and revise content as needed.
Response Times	We will provide access to our ticketing system. When you create a ticket, you can choose the urgency of each request, either standard (less than 1 business day), urgent (less than 4 hours).

RATE SCHEDULE		
ESTIMATED COST	DELIVERY	DESCRIPTION
\$450/month	10 hours of work	Based on your request, the City of Reedley expects to need 10 hours per month of maintenance services. Unused time rolls over and can be used in future months.
\$40 / hour	Each additional hour	If revisions exceed 10 hours and there is no roll over hours remaining, we will notify you, and extra time will be billed at a rate of \$40.00 per hour.