

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (Agreement) is entered into on May 24, 2024 by and between The City of Irvine, hereinafter called "City", and 360GT., hereinafter called "Consultant."

WHEREAS, City desires certain services hereinafter described and Consultant is capable of providing and desires to provide such service.

WHEREAS, this Professional Services Agreement applies to the following project: Website Hosting, Management, Maintenance, and Support Services.

NOW, THEREFORE, City and Consultant, for the consideration and upon the terms and conditions hereinafter specified, agree as follows:

SECTION I

SCOPE OF SERVICES

- 1.1 The services to be performed under this Agreement are as described in Appendix One hereunto attached and by this reference made a part hereof.

SECTION II

DUTIES OF CONSULTANT

- 2.1 Standards. All work performed by Consultant or under its direction shall be sufficient to meet the purposes specified therefor and shall be rendered in accordance with the accepted practices and to the standards of Consultant's profession.

All service hereunder shall be performed by employees or agents of Consultant who are experienced and skilled in their business and in accordance with the standards of work in their respective professions. Consultant's findings, recommendations and professional advice shall be based on practices and procedures customary in its profession. Consultant shall provide additional services needed to correct any deficiency in its work at no additional costs or expense to City.

- 2.2 Additional Work. Consultant shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by City. The cost of such additional work shall be reimbursed to Consultant by City on the same basis as provided in Section IV.

- 2.3 Security and Safety. If, in the prosecution of the work, it is necessary to conduct field operations, security and safety of the job site will be the responsibility of Consultant, excluding, nevertheless, the security and safety of any facility of City within the job site, but not under the control of Consultant. In providing its services hereunder, Consultant shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that City becomes aware of the presence of asbestos or hazardous material at the job site, City shall be responsible for complying with all applicable federal and state rules and regulations and shall immediately notify Consultant, which shall then be entitled to cease

any of its services that may be affected by such presence, without any liability to Consultant arising therefrom.

- 2.4 Consultations. Consultant shall meet with City personnel, or third parties as necessary, on all matters connected with carrying out of Consultant's services described in Appendix One. Such meetings shall be held at the request of either party hereto. Review and City approval of completed work shall be obtained monthly, or at such intervals as may be mutually agreed upon, during the course of this work.
- 2.5 Data. Consultant agrees that all data and information, including without limitation, specifications, designs, drawings, reports, and blueprints, generated in the performance of this Agreement and data and information that are specified to be delivered or which are, in fact, delivered pursuant to this Agreement shall be and remain the sole property of City. Consultant understands and agrees that all rights under copyright and patent laws under this Agreement to drawings, records, data or other work product belong to City, unless otherwise stated. Consultant hereby assigns any and all rights under copyright and patent law to City and agrees to assist City in perfecting the same. Consultant shall deliver all records, drawings, data, information and work product resulting from this Agreement to City upon City's request and in any event upon the completion of all work hereunder or the termination or expiration hereof, whichever shall first occur, and shall be fully responsible for the care and protection thereof until such delivery. Except as otherwise provided in this Agreement, said documents shall be delivered to City without additional cost to City.
- 2.6 Subcontracting. Performance of this Agreement may not be subcontracted in whole or in part without the prior written consent of City. Any subcontractors under this Agreement with an estimated cost greater than \$1,000 shall not be awarded without City's prior written approval. Lists of proposed subcontracts and proposed subcontractors shall be submitted to City.

SECTION III

DUTIES OF CITY

- 3.1 Provision of Information. City shall make available to Consultant all data and information in the possession of City which City deems necessary to the preparation of the work, and City shall actively aid and assist Consultant in 360GT, Inc. May 1, 2024 obtaining such information from other agencies and individuals. Except as specifically provided in the scope of services, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
- 3.2 Review of Progress of Work. City Management may authorize a staff person as a representative to confer with Consultant relative to Consultant's services hereunder. The work in progress hereunder shall be reviewed from time to time by City at the discretion of City or upon the request of Consultant. If the work is satisfactory, it will be approved. If the work is not satisfactory, City will inform Consultant of the changes or revisions necessary to secure approval.

SECTION IV

FEES AND PAYMENTS

- 4.1 Payment Schedule. Payment for the services hereinabove described shall be made upon a schedule and within the limit or limits shown upon Appendix Two hereunto attached and made a part hereof, and such payment shall be considered as full compensation for all personnel, materials, supplies, and equipment used in carrying out the work. In the event that a conflict or contradiction is discovered between the proposal language and City's standard contract terms, City's standard contract terms shall prevail.
- 4.2 Statements. Unless otherwise specified in said Appendix Two, Consultant's fees shall be payable on monthly statements; such statements shall give a detail of time worked by each class of employee, services (or tasks) performed, and the itemized expenses incurred and accompanied by receipt/invoice for which billing is made.

Compensation is clearly outlined in Appendix Two. This information includes rates by individual/title grouping, the not-to-exceed amount of the Agreement, whether the payments will be periodic or paid in a lump sum, and a list of expenses for which the Consultant(s) will, or will not, be reimbursed.

SECTION V

CHANGES IN WORK

- 5.1 Extra/Changed Work. City may order major changes in the scope or character of the work, either decreasing or increasing the amount of Consultant's services. Increased compensation for major changes shall be determined in accordance with Appendix Two hereof, or as otherwise agreed to, in writing, between the parties.
- 5.2 Change of Schedule. In the event that major changes are ordered, the schedule for completion as stated in Appendix Three hereto will be adjusted by negotiation between Consultant and City.
- 5.3 Change Authorization. No representative of City, other than the General Manager or Assistant General Manager, is authorized to obligate City to pay the cost or value of services beyond the scope thereof as herein described.

SECTION VI

TIME OF BEGINNING AND SCHEDULE FOR COMPLETION

- 6.1 Commencement of Work. Consultant shall begin work upon receipt by written Notice to Agreement has been approved and authorized by City.
- 6.2 Completion Schedule. The schedule for completion of the work shall be as shown upon Appendix Three hereunto attached and made a part hereof. Consultant shall complete the work set forth in Appendix One in accordance with the schedule for completion shown in Appendix Three.

- 6.3 Suspension of Services. City may, at any time and without cause, suspend all or a portion of the services of Consultant for a period of not more than ninety (90) days by notice in writing to Consultant. Consultant shall resume the service on receipt from City of a notice of resumption of services. Any change to the contract, price or time of completion sought by Consultant as a result of suspension hereunder, shall be processed as a change order under the provisions of Section V hereof.

SECTION VII

DELAYS AND EXTENSIONS

- 7.1 Delays. In the event Consultant is delayed in performance of its services by circumstances beyond its control, it will be granted a reasonable adjustment in the Schedule for Completion as described in Appendix Three. All claims for adjustments in the Schedule for Completion must be submitted to City by Consultant within thirty (30) calendar days of the time of occurrence of circumstances necessitating the adjustment.

SECTION VIII

TERMINATION

- 8.1 Termination by Owner. City may terminate this Agreement at any time by giving Consultant written notice thereof. Upon termination, Consultant will be paid for that portion of the work completed prior to termination.
- 8.2 Termination by Consultant. Consultant may terminate this Agreement upon written notice to City.
- 8.3 Effect Upon Records. Upon termination, Consultant shall turn over to City all of the documents, records, papers and other work product related to this Agreement, which shall, at the option of City, become City property. City shall not be liable for any costs other than as specified in this Agreement.
- 8.4 Examination of Records. City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions related to this Agreement.
- 8.5 Change in Consultant's Status. The financial capability and status of Consultant were substantial inducements for City to enter into this Agreement. Therefore, Consultant shall, and hereby specifically acknowledges its duty to do so, notify City of any significant financial change, or significant change in status of Consultant within seven (7) days of significant financial change or significant change in status. "Significant financial change" or "significant change in status" shall mean the following:
- Any action(s) by which Consultant shall consolidate with, merge, or convert the Consultant into another (partnership or corporation),
 - Any filing of bankruptcy by the Consultant (or any of its partners),
 - Loss of Consultant's professional qualifications, and
 - The fact that Consultant is no longer in compliance with federal or state equal opportunity laws.

SECTION IX

ATTORNEYS' FEES

- 9.1 If either party brings an action or proceeding against the other party by reason of default of any term or condition of this Agreement, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover, as an element of its cost of suit, and not as damages, reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment. The "prevailing party" as the term is used herein, shall be the party who is entitled to recover costs of suit, whether or not such suit proceeds to final judgment, and shall include, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or considerations substantially equal to the relief sought in such action.

SECTION X

INDEMNIFICATION/HOLD HARMLESS

- 10.1 Consultant shall be solely responsible for any injury or damage to any person or property howsoever occasioned by or arising out of Consultant's willful misconduct or negligent performance of the work hereunder. Consultant shall assume the defense and indemnify and hold harmless City, its officers, directors, agents and employees, from every claim, expense, liability, or payment for any such injury or damage.

SECTION XI

INSURANCE

- 11.1 Insurance requirements shall be as set forth in Appendix Four hereto attached.

SECTION XII

MISCELLANEOUS PROVISIONS

- 12.1 Gratuities. Consultant warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to City's employees, agents, or representatives with a view toward securing this Agreement or securing favorable treatment with respect thereto.
- 12.2 Interpretation. The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Agreement.

- 12.3 Project Manager. City Management reserves the right to approve the project manager assigned by Consultant to said work.
- 12.4 Limitation on Assignment. This Agreement shall not be assigned without first obtaining the express written consent of City.
- 12.5 Status of Consultant. Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services as Consultant may render. Consultant shall at all times retain the status of an independent consultant with City. Nothing within this Agreement shall be construed so as to make Consultant, or any of its agents or employees, the employee(s), partner(s), or joint venturer(s) of or with City.
- 12.6 Licensing. Consultant warrants that they have complied, and shall comply, with any and all applicable state licensing requirements.
- 12.7 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise related to the subject matter of this Agreement which is not contained in this Agreement shall be valid or binding.
- 12.8 Ownership of Work. All work performed pursuant hereto shall, upon completion, become the property of City. In the event the work is not completed, the completed portions thereof shall become the property of City.
- 12.9 Waiver. Either party to this Agreement may specifically and expressly waive, in writing, compliance by the other party hereto with any term, condition or requirements set forth in this Agreement. Either party to this Agreement may specifically and expressly waive, in writing, any breach of any term, condition, or requirement of this Agreement by the other party hereto. However, in the event that either party makes or gives such a waiver, such action shall not constitute a further or continuing waiver of any preceding or succeeding breach, or requirement of compliance with, the same or any other provision or contractual requirement, unless a specific statement to the contrary is contained within such waiver. The waiving party may, at any time thereafter, require further compliance by the other party hereto with the requirements or provisions of this Agreement that have been so waived. The consent of one party to any act by the other party for which such written consent was not required shall not be deemed to imply consent or waiver of the necessity of obtaining such written consent for the same or similar acts in the future. **No** waiver or consent shall be implied from the silence or from the failure of any party to an act, except as otherwise specified in this Agreement.
- 12.10 Job Costing. Any opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to consultant bids or actual cost to City.
- 12.11 Notices. Any notice, request, demand, consent or approval, or other communication required or permitted hereunder by law, shall be validly given and made only if in writing and delivered in person to an officer or duly authorized representative of the party, or

deposited in the United States mail, first class postage prepaid, and addressed to the party for whom intended as follows:

To City:
Attention: Kavita Deepak.
1 Civic Center Plaza
Irvine, CA. 92606-5207

To Consultant: 360GT,
Attention: Constant Joseph
5225 Canyon Crest Dr.Ste.71 #12
Riverside, CA 92507

12.12 Jurisdiction. The parties hereby understand and agree that this Agreement, and the attachments hereto, have been negotiated and executed in the State of California and shall be governed by, and construed under, the laws of the State of California. The parties hereto do expressly agree that in the event of a dispute concerning the terms hereof, venue for any legal action shall be with the appropriate court of the County of Orange, State of California.

12.13 Amendments. No addition to, or modification of, any provision contained in this Agreement shall be effective unless fully set forth in writing signed by the authorized representative of both of the parties hereto.

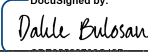
12.14 Signatories. The signatories hereto do warrant that they are appropriately authorized to execute this Agreement on behalf of the party for which they signed.

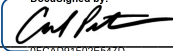
IN WITNESS WHEREOF, the parties have executed this Agreement the day first hereinabove written.

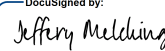
360GT LLC.

By: 
Constant Joseph
CEO, 360GT LLC.

CITY OF IRVINE

By: 
Dahle Bulosan
Director of Administrative Services

By: 
Carl Petersen
City Clerk

By: 
Jeffrey Melching
APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

APPENDIX ONE

SCOPE OF SERVICES

In the event that a conflict or contradiction is discovered between the proposal language and City of Irvine's standard contract terms, City of Irvine's standard contract terms shall prevail.

The Consultant shall be responsible for the following:

TECHNOLOGY EXPERTISE

The Consultant shall be familiar with, and have the ability to design and develop websites based on City of Irvine's current technology requirements. The Consultant shall recommend any other technologies that could benefit City of Irvine based on cost- efficiency and long-term usability.

Front-end Languages and Technologies

- HTML • CSS • Javascript • Bootstrap • Drupal CMS

Back-end Languages and Technologies

- PHP • MySQL • Linux/Apache

HOSTING AND SUPPORT OF THE CMS

- Provide ongoing CMS infrastructure and technical support.
- Provide ongoing maintenance of the website in terms of design and content, including tracking analytics and SEO.
- Ensure website performance and stability – The hosted CMS shall have a Service Level Agreement that assures availability of > 99.99%, average page response of < 2 seconds and < 15-minute recovery from any outage including disaster.
- Provide proof of endpoint protection on all servers involved in hosted solution.
- Provide proof that the solution follows the OWASP Security Knowledge Framework and that the site is protected against the OWASP Top 10 Application Vulnerabilities.
- Apply critical security updates within 48 hours of release and non-critical updates within 30 days of release.
- Protect the website against Distributed Denial of Service (DDoS) and other cyberattacks and should be able to detect and mitigate malicious traffic within seconds.
- Apply required SSL certificates.
- Provide admin capabilities to apply and update SSL certs within the CMS.
- Support a high availability design and disaster recovery plans.

WEBSITE MAINTENANCE

Consultant shall provide on-going website maintenance. The Consultant shall be available by

telephone and email to resolve website problems and provide immediate service within the same day, as needed, to ensure website functionality when required by City of Irvine. The Consultant shall only use best practices on any of the current maintenance processes listed below. All new suggestions must be included in the proposal.

- **Service Requirements for Support Service Tickets**

The Consultant shall respond to all support service tickets from City of Irvine staff. The Consultant shall also implement an easy-to-use website request form for service tickets. The service requirements include but are not limited to the following:

- Provide ongoing webmaster services, upon request.
- On-demand technical support.
- Serve as Technical Administrator for website.
- Acknowledge receipt of support service ticket within one (1) business day
- Provide telephone point of contact and immediate response during normal business hours, 8:00 a.m. – 5 p.m. PST, Monday to Friday (excluding holidays)
- Provide process to submit support service tickets in Automated Ticket System to report issues when applicable.
- Complete support service ticket(s) within 2-5 business days, unless prioritized as high priority.

High priority tickets must be completed as soon as possible – but within one (1) business day.

- The Consultant shall communicate any expected delays to City of Irvine staff a minimum of 48 hours in advance of the deadlines.
- Emergency Communications: In the event of an emergency, the Consultant shall designate a point person who shall remain on standby throughout the duration of the event.
 - Consultant shall complete requests or support tickets within 1-2 hours, regardless of business hours.
 - Create emergency home page/banner/temporary notice capacity.

Type of Request	Respond and Resolve Website Issues
Emergency	Within 2 Hours
High Priority	1 business day
Non-Emergency	2-5 business days
Low Level Issues	5-7 business days

- Coordinate with City of Irvine staff on timelines via email and/or at biweekly check in meetings.
 - City of Irvine staff will provide necessary content management and other update requests.

- **Website Functionality**

- Develop a robust search function, easy to find.
 - Improve search element and process.
- Integrate multiple third-party web applications such as human resources platform and online bill pay service.
- The Consultant will work with City of Irvine staff to:
 - test upgrades.
 - manage website maintenance.
 - develop a periodic maintenance schedule.
 - maintain and install upgrades.

- maintain website security.
- assess future website needs.
- Confirm website changes/upgrades will automatically scale and update on mobile devices and mobile browsers and on Spanish page (limited pages, not full website)
- Adopt industry standard methodology for tracking coding changes made to website and content management system.

- **Website Content Updates**

As requested by City of Irvine staff:

- Text/image changes
- Content automation and scheduling (including during an emergency where frequent updates and/or email blasts are needed)
- Graphic Design, consultation, development, and creation on an “as needed” basis.
- Redesign website pages and layout as needed. Designs must be consistent with the City of Irvine brand, logo and color scheme.
- Integration of City of Irvine’s social media network on website as required.

- **Platform Updates and Website Compliance**

- Provide regular security patches and updates.
- Ensure that the platform for which the website is built on remains current with the latest security updates.
- Website troubleshooting to resolve issues.
- Work with hosting provider to restore backups as needed.
- Ensure URLs do not expire, and server has enough memory to operate
- Obtain and install SSL certificates as needed.
- Secure and install Private Domain Registration as needed.
- Renew domains as needed.

- Remain up to date and ensure cityofirvine.org adheres to all legal regulations for Public Agencies (ADA compliance); keep City of Irvine staff apprised of new requirements as needed.
- Vendor shall be responsible for providing backup and restoration services.
 - If coordination with the web server hosting company is needed, the Consultant is responsible for this coordination and escalation.

WEBSITE SECURITY EXPERTISE

Consultant shall ensure that all current and any future development of the website and the content management system are error free and hack proof and can withstand vulnerability testing from an outside consultant.

TRAINING

The Consultant, at a minimum, shall provide a standard training session(s) for the purpose of training City of Irvine staff involved in the website. This may include, but is not limited to, in person training, a training manual/tutorial, and any updated training if technology changes.

- Provide two (2) in person trainings for super users on how to better utilize the website.
- Ensure staff who need access to the backend of the website have the proper user status and permissions.
 - City of Irvine will provide a list of staff.
 - Provide how to instructions via email as needed.
- Leverage internal identity and access management policies within the organization for increased management and governance.
 - Adhere to termination procedures for adequate compliance and security.

PROJECT MANAGEMENT

The Consultant shall coordinate with City of Irvine staff to ensure adherence to the schedule and budget, communicate with staff, and provide monthly project status reports updates. The Consultant shall organize and attend meetings and workshops as required. The Consultant shall prepare agendas for prior staff review and shall assist staff in conducting meetings and workshops. Web or telephone-based meetings are practical where appropriate. It is estimated that an in-person meeting will be necessary at least four (4) times per year.

- Organizing and hosting the kickoff transition meeting:
 - To occur within one (1) week after the Agreement is fully executed with City of Irvine staff and previous consultant.
 - Minimum of two (2) meetings shall be held prior to hand off.
 - Consultant shall provide a comprehensive recap with action items and deadlines.
- Once the awarded Consultant is on boarded, Consultant shall schedule biweekly calls with the Public Affairs Team
 - Consultant shall prepare an agenda with open and recently completed service tickets and content management updates.
- The Consultant shall provide the following monthly deliverables.
 - Budget Summary: A monthly breakdown of itemized hours used.
 - Website Requests Report: An itemized report of all the website requests and status of each:
 - the Information Management System
 - the general ticket request form on cityofirvine.org
 - direct requests from City of Irvine staff (email, text, calls, etc.)
 - A monthly breakdown of City of Irvine 's preselected Google Analytics metrics
 - Views/visits
 - Pages per visit
 - Top five viewed pages
 - Average duration per visit
 - New users
 - Views by day of the week

NOTE: City of Irvine retains ownership of all content created or migrated.

APPENDIX TWO

FEE SCHEDULE

If a conflict or contradiction is discovered between the proposal language and City of Irvine's standard contract terms, City of Irvine's standard contract terms shall prevail. City of Irvine's payment terms are Net 30.

Included in the total compensation are all ordinary and overhead expenses incurred by consultant and its agents and employees, including meetings with City of Irvine representatives, and incidental costs incurred in performing under this Agreement. The total compensation for the Scope of Services set forth herein **shall not exceed \$48,920 for the first year, and \$45,500 annually thereafter**, including all amounts payable to consultant for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Pricing shall remain firm for the entire Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to City of Irvine staff in writing at least thirty (30) days prior to the new Agreement term. The city of Irvine reserves the right to negotiate any proposed pricing adjustment.

Pricing shall be as set forth below:

	One-Time Charges	Recurring Charges (5-year Term)
Site Creation	Pricing provided depending on requirements and scope	
Site Hosting		\$120,000 (\$2,000/month)
Training	\$3000 – \$16,100 Depending on requirements and scope	
Site Modifications/Updates		\$95/hour (12-36 estimated hours per. Month)
SEO Monitoring, Enhancements-Maintenance		\$1,500/month
ADA Compliance Program	Pricing provided depending on requirements and scope	\$3500 Annual or optional cost for integration of PDF forms to ADA compliant. This requires full requirements to identify pricing.
Total		\$45,500 Annually (not including hourly site modifications/updates or additional cost) \$227,500 (over 5 year term)

Website Maintenance Support Services: \$3,500/month

Site Modifications and Updates: Billed per hour at \$95.00 not to exceed 36 hours maximum monthly without approval of City prior to invoicing.

ADA Compliance Program: \$3500 Annually. Special cost consideration for customized ADA compliance and monitoring with use of PDF forms integration to ADA; cost TBD.

Total program costs Annually are: \$42,000 plus \$3500 (ADA) = \$45,500.00

Year One	Year Two (optional)	Year Three (optional)	Year four (optional)	Totals (over 4 years)
\$45,500.00	\$45,500.00	\$45,500.00	\$45,500.00	\$227,500.00

Fee Payment:

Monthly fee(s) due in advance on each month's anniversary date of signing of agreement.

Please make all checks payable to: 360 Global Technology LLC. (360GT)

Billing/Mailing address: 5225 Canyon Crest Dr. Ste.71 #12, Riverside CA 92507.

Client has the option to make one annual payment in lieu of monthly fees/charges and receive a 5% discount. This discount can cover the term of the contract, providing cost savings for the client over the duration of the agreement.

APPENDIX THREE

SCHEDULE FOR COMPLETION

The schedule for the Consultant's provision of services to City of Irvine takes place on an ongoing basis from May 1, 2024, through May 1, 2025, as the initial term. The Consultant's services to City of Irvine will be completed on May 1, 2025, at which City of Irvine reserves the right to extend the contract for one (1) additional three-year period.

APPENDIX FOUR

INSURANCE REQUIREMENTS

The following coverages (below) will be provided by consultant and maintained on behalf of City of Irvine®, its directors, officers, employees, and authorized volunteers in accordance with the requirements set forth herein.

Commercial General Liability Insurance. Primary coverage shall be provided in the Insurance Services Office CGL form No. CG 00 01 11 85 or 88. Policy limits shall be no less than one million dollars per occurrence for all coverages and two million dollars general aggregate applicable exclusively to this project. There shall be no cross-liability exclusion. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance (primary or excess) available to the City of Irvine®, its directors, officers, employees, and authorized volunteers. General liability insurance will not be limited to coverage for the vicarious liability or the supervisory role of the additional insureds. Coverage for the additional insureds shall apply to the fullest extent permitted by law excepting only the active negligence of the City of Irvine® as established by agreement between the parties or by the findings of a court of competent jurisdiction. City of Irvine®, its directors, officers, employees, and authorized volunteers shall be added as insureds using Insurance Services Office additional insured endorsement form CG 20 10 11 85 or a combination of endorsement forms CG 20 10 10 01 and CG 20 37 10 01.

Business Auto Coverage. Primary coverage shall be written on Insurance Services Office Business Auto Coverage form CA 00 01 06 92 including owned, non-owned, and hired autos. Limits shall be no less than one million dollars per accident. This policy shall be scheduled as underlying insurance to any umbrella policy applicable. If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Workers' Compensation/Employer's Liability shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City of Irvine®, its directors, officers, employees, and authorized volunteers. By the signatures hereunder, each party certifies that it is aware of the provision of Section 3700 of the California Labor Code which requires every employer (and their consultants and subcontractors) to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it will comply with such provisions before commencing the performance of the work of this Agreement.

Cyber Liability Insurance. Coverage as appropriate shall be in an amount not less than \$2,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) system failure, damage to or destruction of electronic information, data recovery, business interruption, cyber extortion, and information theft; (4) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub limit.

General conditions pertaining to provision of insurance coverage. Consultant and City of Irvine® agree to the following provisions regarding insurance provided:

1. Consultant agrees to provide insurance in accordance with the requirements set forth here. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, Consultant agrees to amend, supplement, or endorse the existing coverage to do so. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City of Irvine® has the right, but not the duty, to obtain the insurance it deems necessary, and Consultant will promptly reimburse any premium paid by City of Irvine®.
2. All insurance coverage and limits provided by consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City of Irvine® or its operations limits the application of such insurance coverage.
3. Unless otherwise approved by City of Irvine®, insurance provided pursuant to these requirements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of A-: VII. Self-insurance will not be considered to comply with these insurance specifications.
4. Any "self-insured retention" must be declared and approved by the City of Irvine®. City of Irvine® reserves the right to require the self-insured retention to be eliminated or replaced by a deductible. Self-funding, policy fronting, or other mechanisms to avoid risk transfer are not acceptable. If Consultant has such a program, Consultant must fully disclose such program to City of Irvine® before any notice to proceed is issued.
5. Consultant agrees to provide evidence of the insurance required herein, satisfactory to City of Irvine®, consisting of a) certificate(s) of insurance evidencing all of the coverages required and, b) an additional insured endorsement to Consultant's general liability policy using Insurance Services Office form CG 20 10 11 85 or a combination of endorsement forms CG 20 10 10 01 and CG 20 37 10 01. Consultant agrees, upon request by City of Irvine®, to provide complete, certified copies of any policies required by this section, within ten days of such request. Any actual or alleged failure on the part of City of Irvine® or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City of Irvine® or any additional insured, in this or any other regard.

6. Certificate(s) are to reflect that the insurer will provide thirty (30) day's notice to City of Irvine® of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation or that any party will "endeavor (as opposed to being required) to comply with the requirements of the certificate(s)."
7. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City of Irvine® within five (5) days of the expiration of the coverage.
8. Consultant agrees to require all subcontractors or other parties hired for this project to provide the same insurance as required of consultant unless otherwise agreed to by City of Irvine®. The subcontractor's general liability insurance shall add as additional insureds all parties to this Agreement using Insurance Services Office form CG 20 10 11 85 or a combination of endorsement forms CG 20 10 10 01 and CG 20 37 10 01. Consultant agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here.