

**AGREEMENT (\$5,000 less than \$30,000)**

***Department Directors have authority to approve contracts less than \$30,000. Each department is still required to do any necessary review approvals which apply.***

STATE OF NORTH CAROLINA \_\_\_\_\_

COUNTY OF BUNCOMBE

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the contractor agrees to the following:

1. Contractor shall furnish all labor, material, equipment, supervision and permits as necessary to perform the work described in Exhibit A, attached hereto and made a part hereof. It is further agreed that the Contractor will perform the work in accordance with Exhibit B, City of Asheville Terms and Conditions, attached hereto and made a part hereof.
2. The Contractor further agrees that this agreement requires written approval by the City of Asheville before Authorization to proceed is granted.
3. Upon satisfactory completion of the work and acceptance by the City, the City shall pay the Contractor the monetary sum written in Exhibit A for the work described in Exhibit A, attached hereto and made a part hereof unless stated differently in writing.
4. This Agreement incorporates Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.

This contract, made and entered this day of March 20, 2019, by and between the City of Asheville, a municipal corporation organized and existing under the laws of North Carolina (hereinafter referred to as "City") and Patrick Ryan Conant (DBA PRC Web Development) hereinafter referred to as "Contractor").

ATTACHMENTS: Exhibit A (Scope of Work), Exhibit B (City of Asheville Terms and Conditions) and the Contract Signature Page.


## Contract Signature Page

Contract #91900353

Council Resolution # \_\_\_\_\_ (if applicable)

IN WITNESS WHEREOF, each party has caused this agreement to be executed by its duly authorized official as of the day and year written above.

The Department Director by Written Approval conveys that this contract has been reviewed and presented for approval by the City of Asheville.

 DATE 3/18/19  
Department Director

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

 DATE 3/21/19  
Chief Financial Officer

City Manager's signature, if required  
Attest to:

CITY OF ASHEVILLE

\_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_ DATE \_\_\_\_\_

City Manager

(Corporate Seal)

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid, certify that \_\_\_\_\_, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

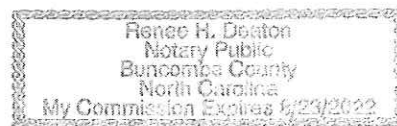
\*\*\*\*\*  
**INDIVIDUAL PERSON / SOLE PROPRIETORSHIP SIGNATURE FORM**  
\*\*\*\*\*

Signature: Patrick Conant  
Owner

STATE OF North Carolina  
COUNTY OF Buncombe

I, Renee H. Deaton, a Notary Public of the county and State, do hereby certify that Patrick Conant personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this 19 day of March, 20 19  
Notary Public Renee H. Deaton  
Printed Name: Renee H. Deaton  
My Commission Expires: 08/23/2022





From

**PRC Applications**

53 Frances St  
Asheville, NC 28806

Estimate Id      **589**  
Issue Date      01/28/2019  
Subject      Custom Development for beta.ashevillenc.gov:  
Phase 1

Estimate For      **City of Asheville**  
PO Box 7148  
Asheville, NC  
28802

Item Type	Description	Quantity	Unit Price	Amount
Service	<p><b>Wordpress Roles and Custom permissions</b></p> <p>We will work with City of Asheville Staff to implement custom Wordpress "Roles" to satisfy specific use cases within the organization.</p> <p>We will utilize the <b>WPFront User Role Editor</b> plugin to create the basic access controls and custom roles, and then enhance this functionality by creating a custom plugin to provide additional functionality.</p> <p>These roles are defined as:</p> <p><b>News Editor</b> CAN:</p> <ul style="list-style-type: none"><li>- Create news posts</li><li>- Publish news posts</li><li>- Edit posts of other news editors</li></ul> <p>CANNOT:</p> <ul style="list-style-type: none"><li>- Create a new page (Department page or other page) or service</li><li>- Edit pages or services</li></ul> <p><b>Department Content Contributor</b> [NOTE: Supported by Wordpress Permissions: Custom Development for Department Category and Wordpress Permissions: Custom Development for Per-Page Access Control]</p> <p>CAN:</p> <ul style="list-style-type: none"><li>- Edit but not publish their department pages - must be able to restrict a user to "police department" pages only, for example, and ideally even restricting them to single-page access would be desired. (Several staff edit only a single page related to the boards and commissions they manage, otherwise they do not edit anything anywhere on the site).</li></ul> <p>CANNOT:</p> <ul style="list-style-type: none"><li>- Publish a page (all changes are in draft form only)</li></ul>	8.00	\$150.00	\$1,200.00

- Create or Edit services
- Create or edit news posts

#### **Department Content Approver**

[NOTE: Supported by Wordpress Permissions: Custom Development for Department Category and Wordpress Permissions: Custom Development for Per-Page Access Control]

##### **CAN:**

- Edit and publish pages - within their department pages only, and ideally even on a per-page basis

##### **CANNOT:**

- Create or edit services
- Create a new page
- Cannot create or edit news posts

#### **News Editor and Department Content Approver**

##### **CAN:**

- Everything a News Editor can do
- Everything a Department Content Approver can do

##### **CANNOT:**

- Create or edit services
- Create a new page

#### **Web content manager**

##### **CAN:**

- Create and edit News Posts
- Create and Edit Pages without restrictions
- Create and Edit Services

##### **CANNOT:**

- Manage plugins or other site settings



Service	<p><b>Wordpress Permissions: Custom Development for Department Category</b></p> <p>- We will use the "Department" Category as the basis for our access control. Right now, that's just used for Department Pages, but that same taxonomy could be used in the future for other department-specific types of content .</p> <p>- We need the ability to associate either Roles or individual users with a specified "Department" category, granting them access to manage content.</p> <p>- We need two types of access - Editor or Content Contributor, based on the descriptions in the above item.</p> <p>To accomplish this functionality, we will use Advanced Custom Fields to add the "Department" taxonomy to Users and Roles, allowing us to set Department access, as either an "Editor" or "Content Contributor" for a specific user or role.</p> <p>Our custom plugin will integrate with the existing Wordpress hooks for access control, and ensure that restrictions to modification or publication of content is handled properly.</p>	15.00	\$150.00	<b>\$2,250.00</b>
Product	<p><b>Wordpress Permissions: Custom Development for Per-Page Access Control</b></p> <p>We will use Advanced Custom Fields to add an "Editor" and "Content Contributor" field to each Department Page on the site (and regular Pages if desired) - these fields will allow for the "search" and selection of users within the system.</p> <p>When editing a page, Web Content Manager and Administrators will be able to edit these fields, giving specific users access to modify a specific page.</p> <p>Our custom plugin will integrate with the existing Wordpress hooks for access control, and ensure that restrictions to modification or publication of content is handled properly.</p>	6.00	\$150.00	<b>\$900.00</b>

Service	<p><b>User login and management with Google Login</b></p> <p>We will implement a strategy to support Google-based login and role association on beta.ashevillenc.gov, using the same approach and custom plugins developed for the One Asheville website.</p> <p>This will require us to purchase an additional license for the Google Apps Login Enterprise and Google Apps Directory Enterprise plugins.</p> <p>PRC Applications will work with City staff to create a repository (public or private) on the City of Asheville Github account for the custom plugin, <b>City of Asheville Sync Google</b>, which we will use to maintain a common code base for both One Asheville and the City website.</p> <p>This functionality will include:</p> <ul style="list-style-type: none"> <li>-Users log in with their City Google account</li> <li>-Permissions are mapped to a set of google groups</li> <li>-Users are locked out and disabled if they are no longer in Google</li> </ul> <p>While user profile information can still synchronize with the new site, we will not be building a "Staff Directory" in this phase or displaying that information anywhere on the site.</p> <p>PRC Applications will work with City Staff to thoroughly test the user login and user data synchronization aspects of this functionality, and confirm that everything works properly on the dev, test, and live versions of the site.</p>	12.00	\$150.00	<b>\$1,800.00</b>
Service	<p><b>Code review of the custom Wordpress theme</b></p> <p>PRC Applications will conduct an audit of the Wordpress Theme and custom plugin developed for the new website.</p> <p>We will create a written report outlining the assets contained with the theme and plugin, and the custom functionality provided by each.</p> <p>We will review the code and provide an assessment of the overall organization and style of the software, along with an assessment of whether custom functionality is implemented in a manner consistent with Wordpress development standards and overall best practices.</p> <p>We will also document all Wordpress hooks utilized by the theme and plugin for future reference.</p>	8.00	\$150.00	<b>\$1,200.00</b>
<b>Estimate Total</b>				<b>\$7,350.00</b>

GENERAL TERMS AND CONDITIONS  
**EXHIBIT - B**

**CONTRACT 91900353**

1 of 2

1.SCOPE OF WORK: CONTRACTOR shall provide the service as set forth in **Exhibit A**. If there are any terms in **Exhibit A** that conflict with the terms in **Exhibit B**, the terms in **Exhibit B** take precedent and shall control.

2.TERM: The term of this Agreement shall be until the project is completed or as set forth in **Exhibit A**.

3.COMPENSATION: The City will compensate the CONTRACTOR as set forth in **Exhibit A and/or the Agreement**. The agreed upon amount shall not be exceeded, unless the City amends or renews the Agreement in accordance with all applicable City policies.

4.TIME KEEPING: If applicable, the CONTRACTOR shall provide a timekeeping record of all hours worked and description of the duties performed during the hours worked. All timesheets shall be submitted to the Department Director or his or her designee for review and payment of services. These time sheets shall be submitted on a monthly basis. The City shall pay all invoices within thirty (30) days of submittal.

5.EMPLOYEES OF CONTRACTOR: Any employees furnished by CONTRACTOR, pursuant to this Agreement, will be employees of CONTRACTOR, an independent contractor. CONTRACTOR will maintain complete control over the employees' conduct and will disburse all payrolls, taxes, license, insurances, uniforms and all other expenses incurred by CONTRACTOR in performing the terms of this Agreement.

6.HOLD HARMLESS / INDEMNITY: CONTRACTOR shall indemnify, defend and hold harmless the City and its subsidiaries, divisions, officers, directors and employees from all liability, loss, costs, claims, damages, expenses, attorney fees, judgments and awards arising or claimed to have arisen, from any injury caused by, or allegedly caused by, either in whole or in part, any act or omission of the CONTRACTOR or any employee, agent or assign of the CONTRACTOR. This provision is not applicable to any claim arising out of or related to any active or primary negligence of or by City, its officers or employees. The

CONTRACTOR shall comply with the provisions of the Americans with Disabilities Act and all rules and regulations promulgated thereunder. The CONTRACTOR hereby agrees to indemnify the City from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of the Contractor, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA or the rules and regulations promulgated thereunder. **Nothing herein shall be construed as a waiver on the part of the City to any defense of any claim, including, but not limited to the defense of governmental immunity.**

7.SKILL OF CONTRACTOR: The CONTRACTOR shall be properly licensed and skilled in his/her respective trade.

8.COMPLIANCE WITH OTHER LAWS: CONTRACTOR shall comply with all state, federal or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement, including but not limited to, equal opportunity employment laws, O.S.H.A., minimum wage and hour regulation, North Carolina State Building Code regulations and immigration laws.

9.TERMINATION: This Agreement may be terminated by either party, with thirty (30) days prior written notice. Notice shall be served under this Agreement by registered mail, certified mail or by other means.

10.MISCELLANEOUS CONDITIONS: (a) This Agreement, along with referenced Exhibits, contains the entire Agreement between the parties. (b) Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or



provisions shall be severable and the remaining provisions hereof shall remain in full force and effect. (c) This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina. (d) This Agreement is not assignable by either party without the prior written consent of the other party.

11.RENEWAL: The City may elect to renew this Agreement for additional **two (2)** twelve (12) month periods. In order to elect renewal, the City shall provide the CONTRACTOR with sixty (60) days written notice prior to the end of the current term of this Agreement. Upon receipt of this notice, the CONTRACTOR shall provide ten (10) days written notice to the City regarding whether or not it agrees to renew the Agreement and for what amount. The parties acknowledge that approval by the City Council may be required, based upon the amount to be paid for performance of the Agreement.

12.RIGHT TO AUDIT: CONTRACTOR shall maintain all fiscal records relating to this Agreement in accordance with Generally Accepted Accounting Principles, and shall maintain any other records pertinent to this Agreement in a manner so as to clearly document CONTRACTOR's performance. The City shall have a right to access the fiscal and other records of CONTRACTOR that are pertinent to this Agreement to perform examinations and audits. CONTRACTOR shall retain and keep accessible all the fiscal and other records for a minimum of three (3) years following final payment and termination of this Agreement, or until the conclusion of any audit or controversy related to this Agreement, whichever is later.

13.NON APPROPRIATIONS: Notwithstanding any other provisions of this Agreement, if the City does not receive said funding for this Agreement from the City Council for any fiscal year applicable to this Agreement, then the City shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days' written notice documenting the lack of funding.

14. E-VERIFY EMPLOYER COMPLIANCE: By executing this Agreement, the CONTRACTOR and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes, certify they shall comply with E-Verify requirements to Agreement with governmental units. E-Verify is a Federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

15. DRUG FREE WORKPLACE:

The City is a drug-free workplace employer. By executing this contract, CONTRACTOR certifies that they and their subcontractors shall comply with the City's Drug Free Workplace policy. This policy may be viewed at the following:

[http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug\\_free\\_work\\_policy.htm](http://ashevillenc-prod.civica.granicusops.com/departments/purchasing/drug_free_work_policy.htm)