

Agreement # IT10-028-01

**INFORMATION TECHNOLOGY CONSULTANT CONTRACT
BETWEEN THE CITY OF TEMPE
AND MHA CONSULTING, INC.**

THIS CONSULTANT CONTRACT ("CONTRACT") is made and entered into by and between the City of Tempe, hereinafter called CITY, and MHA Consulting, Inc., hereinafter called the CONSULTANT.

The Parties hereby agree as follows:

SECTION I - CONSULTANT SERVICES

The CITY wishes to hire the CONSULTANT to provide professional services in accordance with the accepted industry standards of the areas in which the services are rendered, as more fully detailed in the Statement of Work (SOW) attached as Exhibit A. Any amendments to the SOW shall be agreed upon by both parties in writing and signed by the CONSULTANT and the CITY'S Information Technology Manager.

SECTION II - TERM AND DELIVERY OF SERVICES

A. Term: The term of this Contract begins September 17, 2009 and shall expire when the authorized funds under it have been spent.

B. Delivery: The CONSULTANT shall complete all services as indicated by the separate SOW. In the event delays are experienced beyond the control of the CONSULTANT, the Schedule under such SOW may be revised as mutually agreed upon by the CITY and the CONSULTANT. CONSULTANT agrees to submit to CITY for its approval, and in accordance with the Schedule, any work product required. No changes may be made in the Schedule without the CITY'S approval. Upon receipt, CITY shall promptly review and determine whether each such work product meets with its satisfaction. In the event that the CITY does not find a particular work product acceptable, CITY shall notify CONSULTANT in writing, and CONSULTANT shall have ten (10) business days from receipt of such notice to cure and correct such work product to meet the City's satisfaction.

SECTION III - CONSULTANT'S COMPENSATION

A. The separate SOW shall specify the maximum hourly rate payable to CONSULTANT as well as any limitation on hours.

B. CONSULTANT shall submit bi-weekly invoices to CITY for the services provided by CONSULTANT for that period and for travel and other expenses incurred hereunder during the preceding period. Payment of invoices shall be due within thirty (30) days of receipt. Without limitation of the foregoing, failure to pay any invoice when due on undisputed amounts billed shall constitute a material breach of this Agreement and CONSULTANT shall have the right to (in addition to any other rights available to it in law or equity) immediately cease performing services hereunder upon written notice to the CITY.

If CITY fails to object, in writing, to any invoice with fifteen (15) days of the date of receipt of the invoice, then CITY will be deemed to have accepted the amounts due under the invoice and will be barred from raising any objection or defense thereto. If CITY does so object, it must specify the quantity of the hours objected to and describe the reasons for such objection. All fees not objected to shall be paid in accordance with this Section.

- C. The total amount expended under this main Contract as provided by subsection A of this Section III shall not exceed \$ 57,500.00. This total amount can be increased by a written amendment to this Contract, if agreed to by the parties and signed by the appropriate representatives of each party.

SECTION IV - WARRANTY

As an inducement for CITY to enter into this Contract, CONSULTANT makes the following representations and warranties:

- A. Qualifications. CONSULTANT hereby represents and warrants to CITY that all statements and materials regarding its qualifications to perform the work contemplated under this Contract are true and correct and are not misleading or incomplete for any reason including by reason of omission. CONSULTANT recognizes and agrees that CITY may immediately terminate this Contract if CONSULTANT has misstated its qualifications or the qualifications of its employees, consultants, contractors, agents, or representatives to perform the work contemplated under this Contract or otherwise breached its representations and warranties set forth in this Section IV.
- B. Quality of Services. CONSULTANT hereby represents and warrants to CITY that all services, work, and deliverables to be performed hereunder shall be performed by qualified personnel in a professional and workmanlike manner, in accordance with the highest industry standards.
- C. Good Title. CONSULTANT hereby represents and warrants to CITY that CITY will receive good and valid title to all deliverables delivered by CONSULTANT to CITY under this Contract, free and clear of all encumbrances and liens of any type.

SECTION V - ADDITIONAL SERVICES

Additional services which are outside the scope of basic services contained in this Contract shall not be performed by the CONSULTANT without prior written authorization from the CITY. Additional services, when authorized by an executed contract or an amendment to this Contract shall be compensated for by a fee mutually agreed upon between the CITY and the CONSULTANT.

SECTION VI -WORK FOR HIRE AND OWNERSHIP OF DELIVERABLES

- A. Work for Hire. The parties acknowledge that any work performed by CONSULTANT for CITY is being created at the insistence of CITY and shall be deemed "work made for hire" under the United States copyright law. In the event, for any reason, such results and proceeds are not deemed work for hire, CONSULTANT shall be deemed hereby to have assigned to CITY all of its right, title and interest in such results and proceeds and content to CITY.
- B. Ownership. CITY shall have the right to use the whole work, any part of parts thereof, or none of the work, as it sees fit. CITY may alter the work, add to it, or combine it with any other work or works, at its sole discretion. Notwithstanding the foregoing, all original material submitted by CONSULTANT as part of the work or as part of the process of creating the work, including but not limited to programs, listings, printouts, documentation, notes, flow charts, and programming aids, shall be the property of CITY whether or not CITY uses such material. No rights are reserved by CONSULTANT.

1. All work products (electronically or manually generated) including but not limited to custom software source code, specifications, cost estimates, studies, design analyses, computer aided drafting and design (CADD) file diskettes and other related products which are prepared in the performance of this Contract are the property of the CITY and are to be delivered to the CITY on the particular type of storage media on which they are stored (e.g. CD, thumb drive, etc.) before the final payment is made to the CONSULTANT. The CITY shall retain ownership of these original works, however, if approved in writing by the CITY; CONSULTANT may retain the originals and supply the CITY with a copy of the work. Title to all material and documentation, including, but not limited to systems specifications, furnished by CITY to CONSULTANT or

delivered by CITY into CONSULTANT'S possession shall remain with CITY. CONSULTANT shall immediately return all such material or documentation within seven (7) days of any request by CITY or upon the termination or conclusion of this Contract, whichever shall occur first.

2. CONSULTANT hereby grants, assigns, and conveys to CITY all right, title, and interest in and to all inventions, works of authorship, and other proprietary data, and all other materials (as well as the copyrights, patents, trade secrets, and similar rights attendant hereto) conceived, reduced to practice, authored, developed, or delivered by CONSULTANT or its employees, agents, consultants, contractors, and representatives either solely or jointly with others, during and in connection with the performance of services under this Contract with CITY. CONSULTANT agrees that it will not seek, and that it will require its employees, agents, consultants, contractors, and representatives not to seek patent, copyright, trademark, registered design, or other protection for any rights in any such inventions, works or authorship, proprietary data, or other materials. CONSULTANT shall have no right to disclose or use any such inventions, works of authorship, proprietary data, or other materials for any purpose whatsoever and shall not communicate to any third party the nature of or details relating to such inventions, works of authorship, proprietary data, or other materials. CONSULTANT agrees that it shall do and that it will require its employees, agents, consultants, contractors, and representatives to do, at CITY's expense, all things and execute all documents as CITY may reasonably require to vest in CITY or its nominees the rights referred to herein and to secure for CITY or its nominees all patent, trademark, or copyright protection.

3. CONSULTANT'S obligations under this Contract shall survive expiration or termination of this Contract and any amendments thereto. Furthermore, CONSULTANT irrevocably waives its moral rights in any work created, developed, or delivered hereunder.

4. CONSULTANT agrees it will not disclose to any third party, without the prior written consent of CITY, any invention, discovery, copyright, patent, trade secret, or similar rights attended hereto, made under or relating to this Contract or any proprietary or confidential information acquired from CITY under this Contract, including trade secrets, business plans, and confidential or other information that may be proprietary to CITY.

5. CONSULTANT warrants and represents that it has or will have the right, through written contracts with its employees, to secure for CITY the rights called for in this Section VI. Further, in the event CONSULTANT uses any subcontractor, CONSULTANT, or other third party to perform any of the services contracted for under this Contract, CONSULTANT agrees to enter into and provide to CITY such written contracts with such third party, and to take such other steps as are or may be required to secure for CITY the rights called for in this Section VI. CONSULTANT further agrees to provide the names and addresses of all agents, contractors, consultants, representatives, or other third parties who perform work on behalf of CONSULTANT under this Contract.

SECTION VII - RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR STATUS

Nothing in this Contract shall be construed to establish a joint venture, agency, employment or partnership between the parties. CONSULTANT is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the CONSULTANT hereunder or for any and all services or materials provided by or rendered to CONSULTANT hereunder in connection with any of the projects.

SECTION VIII - TERMINATION.

CITY shall be entitled to terminate this Contract at any time, in its discretion. In the event of termination for other than CONSULTANT'S material breach of the Contract, CONSULTANT shall be entitled to retain all compensation paid to the date of termination. CITY shall own all the results and proceeds of

CONSULTANT'S services rendered to the date of such termination as work for hire, and CONSULTANT shall promptly deliver all materials, information, documents, drafts and any other property secured, produced and/or developed by CONSULTANT pursuant to this Contract, including, without limitation, all work product as prepared to the date of termination, in full satisfaction of the parties' obligations to each other under this Contract. Regardless of termination under this or any other provision of this Contract, CITY shall be entitled, in its discretion, to continue, discontinue, modify, or change its plans regarding any projects.

SECTION IX - INSURANCE

Without limiting any of their obligations or liabilities, the CONSULTANT, at its own expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance, and with forms reasonably satisfactory to the CITY. Each insurer shall have a current A.M. Best Company, Inc. rating of not less than A-VII. Use of alternative insurers requires prior approval from CITY.

A. General Clauses

1. Additional Insured. The insurance coverage, except Workers' Compensation and Professional Liability, required by this CONTRACT, shall name the CITY, its agents, representatives, directors, officials, and employees, as additional insured, and shall specify that insurance afforded the CONSULTANT shall be primary insurance, and that any self insured retention and/or insurance coverage carried by the CITY or its employees shall be excess coverage, and not contributory coverage that is provided by the CONSULTANT.
2. Coverage Terms. All insurance required herein shall be maintained in full force and effect until the services required to be performed under the terms of this CONTRACT are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Contract, at the sole discretion of the CITY.
3. Primary Coverage. The CONSULTANT'S insurance shall be primary insurance with respect to CITY and any insurance or self insurance maintained by CITY shall be excess of the CONSULTANT'S insurance and shall not contribute to it.
4. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the CITY.
5. Waiver. The policies, except Worker's Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against CITY, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.
6. Deductible/Retention. The policies may provide coverage which contains deductibles or self-insured retentions. Such deductible or self insured retentions shall not be applicable with respect to the coverage provided to CITY under such policies. The CONSULTANT shall be solely responsible for deductible or self insured retentions and the CITY may require the CONSULTANT to secure payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
7. Policies and Endorsements. CITY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the above policies or endorsements. CITY shall not be obligated, however, to review same or to advise CONSULTANT of any deficiencies in such policies, and such receipt shall not relieve CONSULTANT from, or be deemed waiver of CITY'S right to insist on, strict fulfillment of CONSULTANT'S obligations under this Contract.
8. Certificates of Insurance. Prior to commencing services under this Contract, CONSULTANT shall furnish CITY with Certificates of Insurance, or formal endorsements as required by the Contract, issued by CONSULTANT'S insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Contract are in full force and effect.

B. Workers' Compensation

The CONSULTANT shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONSULTANT employees engaged in the performance of services; and employer's liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

In case services are subcontracted, the CONSULTANT will require the subcontractor to provide Worker's Compensation and Employer's Liability to at least the same extent as provided by CONSULTANT.

C. Automobile Liability

Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damages of not less than \$1,000,000, each occurrence regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the CONSULTANT services. Coverage will be at least as broad as covers Code 1 "any auto" (Insurance Service Office policy form CA 0001 1/87 or any replacements thereof). Such coverage shall include coverage for loading and unloading hazards.

D. Commercial General Liability

Commercial General Liability insurance with unimpaired limit of not less than \$2,000,000 for each claim with a \$2,000,000 General Aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per claim limit. The policy shall be primary and include operations, and blanket contractual covering, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 0002 1-11-88 or any replacement thereof.

In the event the general liability insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the services as evidenced by annual Certificates of Insurance.

Such policy shall contain a "severability of interests provision (aka "Cross liability" and "separation of insured").

E. Professional Liability

The CONSULTANT retained by the CITY, to provide the services required by the Contract will maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with an unimpaired limit of not less than \$1,000,000 each claim and \$1,000,000 all claims. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of services as evidenced by annual Certificates of Insurance.

F. Property Coverage-Valuable Papers

Property coverage on an all-risk, replacement cost; agreed amount form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the services of the CONSULTANT used in the completion of this Contract.

SECTION X - INDEMNIFICATION

- A. To the fullest extent permitted by law, the CONSULTANT shall defend, indemnify and hold harmless the CITY, its agents, officers, officials, and employees from and against any and all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the CONSULTANT, its agents, employees, or any other person (not the CITY) for whose acts, errors,

mistakes, omissions, work, services, or professional services the CONSULTANT may be legally liable in the performance of this Contract.

- B. CONSULTANT'S duty to defend, hold harmless and indemnify the CITY, its agents, officers, officials, and employees shall arise in connection with any claim for damage, loss, or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by CONSULTANT or any employee of the CONSULTANT, or any other person (not the CITY) for whose acts, errors, mistakes, omissions, work, or services the CONSULTANT may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

SECTION XI - CONFLICT OF INTEREST

The CONSULTANT shall not engage the services on this Contract of any present or former CITY employee who was involved as a decision maker in the selection or approval processes, or who negotiated or approved billings or contract modifications for this Contract. This Contract is subject to A.R.S. § 38-511.

SECTION XII - CURE PERIOD

Neither party shall be deemed in breach of this Contract unless and until they have been provided with written notice of the alleged breach and ten (10) working days to cure.

SECTION XIII - CONFIDENTIALITY

- A. CONSULTANT agrees that it (and its employees, directors, agents and/or contractors) shall not disclose (except as requested by the CITY in the Site) any Confidential Information (defined below) acquired or learned by CONSULTANT (its employees, directors, agents and/or contractors), except with CITY'S prior written permission.
- B. Confidential Information shall include all proprietary material and information of CITY, all information regarding the financial and business operations of the CITY, except Confidential Information shall not include any information or material that is generally known, is a public record, or becomes generally known to the public, other than through violation of this Section. In the event that CONSULTANT is compelled by law (whether through court order or subpoena) to disclose Confidential Information, CONSULTANT shall provide CITY with notice of such compelled disclosure and a reasonable opportunity to contest it.

SECTION XIV - ASSIGNMENT

This Contract shall not be assigned by either party without the other's prior written permission, except that CONSULTANT may assign its rights under this Contract to another division of the CONSULTANT or in connection with the sale, disposition or transfer of a division of the CONSULTANT.

SECTION XV - GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona. Both parties hereby consent to the jurisdiction of the state and federal courts located in Maricopa County, Arizona.

SECTION XVI - DISPUTE RESOLUTION

In the event of a dispute between the parties to this Contract regarding a provision of this Contract, a party's performance of its obligations as stated in this Contract or any other matter governed by the terms of this Contract, the parties will meet in good faith to attempt to resolve the dispute. If the parties fail to resolve the dispute, then the parties agree that the dispute may be resolved through mediation. If

mediation is agreed to by the disputing parties, the disputing parties shall mutually agree upon the services of one (1) mediator whose fees and expenses shall be borne equally by the disputing parties. If the dispute is not resolved within a reasonable time, the disputing parties shall be free to use other remedies available to them to resolve the dispute.

SECTION XVII - REMEDIES

Either party may pursue any remedies provided by law for the breach of this Contract. All remedies, rights, undertaking, obligations, and Contract contained in this Contract shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking,

SECTION XVIII - SEVERABILITY

In the event that any phrase, clause, sentence, paragraph, section or other portion of this Contract shall become illegal, null or void or determined to be against public policy, for any reason, or shall be held by an court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Contract shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law, provided that the overall intent of the parties is not materially vitiated by such severability.

SECTION XIX - WAIVER

A waiver by either party of any term or condition of this Contract in any instance shall not be deemed or construed as a waiver of a subsequent breach thereof. All remedies, rights, undertaking, obligations, and agreement contained in this Contract shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement by either party.

SECTION XX - NOTICES

All notices or other communications required to be in writing shall be given either by personal delivery, e-mail, or regular mail to the persons and/or addresses below:

CITY

City of Tempe
Purchasing Dept.
ATTN: Ted Stallings
P.O. Box 5002
20 E. 6th St.
Tempe, AZ 85281
(480) 350-8617

CONSULTANT

MHA Consulting, Inc.
3820 W. Happy Valley
Suite 141, PMB 501
Glendale, AZ 85310
(602) 708-1718

SECTION XXI – CITY PROPERTY

All CITY property in the possession or control of CONSULTANT including, but not limited to specifications, documentation, source code, magnetic media, and building entry keys and cards, as well as all material developed or derived by CONSULTANT in performing its duties under this Contract will be returned by CONSULTANT to CITY on demand, or at the termination of this Contract, whichever shall come first.

SECTION XXII - SURVIVABILITY OF PROVISIONS

The provisions of the following Sections shall survive termination or expiration of this Contract. Section IV: Warranty; Section VI: Work for Hire and Ownership; Section IX: Insurance; Section X: Indemnification; Section XIII: Confidentiality; Section XV: Governing Law; Section XVI: Dispute

Resolution; Section SVII: Remedies; Section XVIII: Severability; Section XIX: Waiver; Section XX: Notices; and Section XXIII: Entire Agreement.

SECTION XXIII - ENTIRE AGREEMENT

This Contract and any subsequent Statements of Work will constitute the complete understanding of the parties. Any amendment or modification shall be in writing and require the signature of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract this ____ day of _____, 2009.

"CONSULTANT"

MHA CONSULTING, INC.

By: 
Its: Michael Herrera, CEO

"CITY"

City of Tempe, a municipal corporation
Hugh Hallman, Mayor

By: _____
Its: Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

Statement of Work

Specifications and Deliverables

CONSULTANT will provide employees to the City of Tempe to perform the following professional services:

Maintain and update City Continuity of Operations Plans (COOPs)

Overview

CONSULTANT will maintain Continuity of Operations Plans (COOPs) plans that have been documented and approved as of August 31, 2009. No new COOPs would be developed during the term of this contract engagement that would run from September 17, 2009 to September 16, 2010.

Scope

The scope of the COOP maintenance program is restricted to those COOPs that have been documented and implemented as of the end of August 31, 2009. A list of those plans is noted in Appendix A- City of Tempe COOPS Under Maintenance Program.

Estimated Hours & Costs

CONSULTANT estimates that it will take 25 hours per month to maintain the documented COOPs developed as of the end of June 30, 2009. The estimated monthly cost at 25 hours per month is \$3,125.00 or \$37,500 annually.

Maintenance Tasks

The following tasks will be completed by CONSULTANT as part of the engagement for each plan noted within Appendix A as part of its scheduled maintenance:

- Update plans and redistribute yearly
- Update employee contact lists and call tree quarterly
- Update critical contact list (e.g., critical stakeholders, vendors, etc.) quarterly
- Update vital records offsite semi-annually or as needed
- Hold annual mock disaster exercises
- Update any existing COOP related documents and policies (e.g., RTO Matrix, Extraordinary Event Policy, etc.) as needed
- Provide Status Updates to Advisory Team monthly
- Facilitate OSC Core Group sessions quarterly

Appendix A – City of Tempe COOPS Under Maintenance Program

1. City Clerk
2. Development Services
3. Financial Services
4. Fire Department

5. Human Resources
6. Oversight Committee Action Guide
7. PD – Office of Management, Budget and Research
8. Public Works – Field Operations
9. Social Services
10. Prosecutor’s Office
11. Tempe Library
12. Parks & Recreation
13. PD – Records, Property Management, and Identification
14. PD – Communications
15. PD – Detention

Mock Disaster and New Plan Development

Overview

CONSULTANT would like to thank the City of Tempe for the opportunity to respond to a quote for an Oversight Steering Committee (OSC) Mock Disaster Exercise and New COOP Plan Development. This document outlines CONSULTANT’s approach to this request to include the scope, cost and all tasks associated with the successful development and delivery of this engagement.

The total cost of the OSC Mock Disaster Exercise and New Plan Development engagements is \$20,000.

Mock Disaster Exercise

Scope

The scope of the OSC Mock Exercise is restricted to City of Tempe’s Oversight Committee (core and extended) team in association with the OSC Action Guide and the Continuity of Operations Plans (COOP’s) that have been documented and approved as of June 30, 2009.

Cost

The proposed cost for this engagement is \$5,000.00 that includes the completion of all pre-exercise research, planning, coordination, development, exercise facilitation and documentation of the post exercise report.

Tasks

The following tasks will be completed by CONSULTANT as part of this engagement:

- Meet with the OSC Advisory Team to gain agreement on the “event type”, exercise objectives, assumptions, etc., that will be included in the mock exercise.
- Complete all pre-exercise research, planning and coordination.
- Develop, introduce, and gain agreement from the OSC Advisory Team on the proposed mock exercise.
- Facilitate the mock exercise (invitees: OSC Core and Extended Team members, COOP Recovery Team Leaders).

- Document Post Exercise Report and facilitate Post Exercise Session with OSC Core and Extended Team members).
- Work with the applicable areas to address findings that were noted on the Post Exercise Report – Action Item Listing.

New Plan Development

Scope

The scope of New Plan Development is to document new plans for selected business units in order of priority established by the City of Tempe

Cost

The proposed cost for this engagement is \$15,000.00 that includes the development of select new plans in order of criticality set by the City of Tempe. CONSULTANT will document as many plans as possible within the hours and dollars allocated in this engagement.

Tasks

The following tasks will be completed by CONSULTANT as part of this engagement:

- Phase I: Information gathering and validation of specific requirements (i.e., Business Impact Analysis, business unit/process overview, etc.).
- Phase II: Development and validation of recovery steps and continuation of overall validation process.
- Phase III: Final review/validation of all plan components by Plan Owner/Point of Contact
- Phase IV: Plan Review, OSC Committee Review, document findings and address opportunities. Revise plan based on findings.
- Phase V: Finalize COOP plan and distribute

Payment Terms for products and services.

Consultant shall submit bi-weekly invoices to City for the services provided and any expenses incurred hereunder during the preceding period. Payment of invoices shall be due within 30 days of receipt. This Statement of Work is subject to the terms of the main Information Technology Consultant Contract entered into between Consultant and the City.