TO: Mayor and Councilmembers

SUBMITTED BY: Peter Imhof, Planning and Environmental Review Director

PREPARED BY: Lisa Prasse, Current Planning Manager
Brian Hiefield, Associate Planner

SUBJECT: Amendment No. 2 to Computer Software Incorporated Contract for a new Managed Hosting Services term and to develop a digital signature component

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement No. 2011-050 with Computer Software Incorporated for a new five-and-a-half-year Managed Hosting Services term and to develop a digital signature component, increasing the maximum contract amount by $278,100 for the hosting services and $7,650 for the digital signature component for a total not-to-exceed amount of $ 642,330, and to allow the contract to be signed in counterparts.

BACKGROUND:

On June 30, 2011, the City Council approved a Professional Services Agreement between the City of Goleta and Computer Software Incorporated (CSI) for services related to the creation of the electronic permit tracking system called MAGNET. CSI was selected based on the quality and efficiency of their MAGNET software interface, detailed staff training programs, seamless offsite hosting capabilities, extensive internet security protocols, customer-oriented values, permit tracking systems experience, positive reference checks, and proposal cost.

Following the execution of the contract with CSI, the project was put on hold until the details regarding the permit procedures under the new Zoning Ordinance (now Title 17) could be developed. In December 2018, the contract was amended (Amendment 2011-050.1) to add time through 2024 to allow for the NZO to be completed and to incorporate additional needed tasks regarding Public Works and mobile inspections.

Magnet went live in November 2019. Over the past five years, CSI has adjusted the functionality of the permitting software as topics have been identified through use by staff. All the tasks outlined in Exhibit A and A-1 of the contract and Amendment 1 have been

completed; the contract is currently at the end of the fifth year of the five-year Managed Hosting Services period.

On June 18, 2024, the City Council authorized an amendment that was going to be Amendment No. 2 to the Contract 2011-050 that would create a digital signature feature in Magnet to eliminate the need to secure signatures for permits or other documents outside of the Magnet system. This enhancement would add the ability for clients of the City of Goleta to be able to acknowledge or "sign" specific documents electronically. While Council authorized an amendment on that date, it has not yet been executed at this time because of a series of small delays including a refinement to the task scope. Knowing that the need to extend the hosting and maintenance associated Contract 2011-050 was imminent, staff decided to forego pursuing the signing of the previous proposed amendment and instead incorporating the task into this amended contract which will be known as Amendment No. 2.

The Magnet system allows City staff and the public to have easy and quick access to vast amounts of public records related to the Planning, Building, Public Works and licensing functions of the City. It allows the City to compile its digital data archive, including legacy data received from the County prior to City incorporation, in the same place as data created by the City. Any data that is archived in Magnet can be compiled into any number of reports, depending on the end-user's needs.

Since going live in November of 2019, staff has processed approximately 900 Planning applications, 5,000 Building Permits, 1,200 Encroachment Permits, and 11,000 Business Licenses through Magnet.

CSI prides itself on providing world class support and maintenance of the Magnet system. The City has benefited greatly from CSI products and services. Magnet has completed over 1,000 customer service ticket requests in the current five-year hosting period. A summary of customer service ticket requests is provided below:

- Configuration Tickets: 586
  These include items such as adding new fields, adjusting case information, Self-Service Portal updates, and new case or license types.

- New Features: 241
  These include 50 new features related to specific staff requests for upgrades.

- Data Tickets: 126
  These include parcel updates, legacy data imports, and other data items.

- Report Tickets: 71
  These are related to requests for adding new custom reports or making modifications to existing ones.

DISCUSSION:

The current request is to amend Agreement No. 2011-050 to extend the Managed Hosting Services for a five-and-a-half-year period so that the contract, which would end in 2030, corresponds to the fiscal year rather than the calendar year. The amendment will also include the development of a digital signature component for Magnet that was authorized with Amendment No. 2 as discussed above but has not been developed yet. The following section shares what will be provided during the upcoming time period.

Managed Hosting Services includes the following components provided by CSI Magnet:

- Hosting Services
- System Monitoring

- Backup and Disaster Recovery
- Operating System and Applications Security

The Magnet platform will continue to remain hosted in an offsite data facility, where the data is backed up nightly, stored redundantly, and restored rapidly in case of failure. CSI will monitor the necessary hardware and computing infrastructure required to run both the back-office Magnet interface for staff and the public-facing Magnet Self-Service Portal. The data facility is a secure and controlled data center with redundant power, communications, and cooling systems. Support includes server installation, application installation, security patching, maintenance, monitoring, and backup and recovery services.

For data security, CSI performs snapshots of all Magnet web servers daily so that in the event of a server hardware failure or a disaster, CSI can restore the server. CSI monitors all servers for availability and performance 24/7 using automated supervision software that automatically notifies CSI of any events or activities that are outside the predefined acceptable ranges. If there is an issue detected outside of normal business hours, an on-call technician is notified for resolution. To ensure software security, CSI performs monthly scheduled maintenance of all its production servers.

Staff has not experienced any issues with accessing the system or any archived data, nor have there been any concerns about data security.

The term for the new five-and-a-half-year Managed Hosting Services would be from January 1, 2025, to June 30, 2030, broken into the following periods and date ranges:

Period	Date Range
Period 1	January 1, 2025, to June 30, 2025
Period 2	July 1, 2025, to June 30, 2026
Period 3	July 1, 2026, to June 30, 2027
Period 4	July 1, 2027, to June 30, 2028
Period 5	July 1, 2028, to June 30, 2029
Period 6	July 1, 2029, to June 30, 2030

As shared with Council in June, the ability to secure signatures digitally through the Magnet program, especially relating to building permits, is a needed enhancement to improve the functionality and efficiency of the permitting software. Currently, as part of the permitting process, the City either sends the permit to the applicant/contractor to sign, who then returns it to the City, or the applicant/contractor is required to come in to sign the permit in person. The form is then scanned and uploaded to Magnet to issue the permit electronically through Magnet.

The objective of this enhancement is to better streamline the process and to prevent the need for unnecessary external workflows outside of Magnet. The proposal is for CSI to develop the software to allow for signatures to be secured through the Magnet program.

While it is typical for ongoing services to be re-bid periodically, it would be problematic to do so associated with the Permit Tracking system provided by CSI Magnet. CSI, as the creator of the Magnet permit tracking system specifically designed to meet the City's permitting needs, is uniquely qualified to continue to provide this service. As of the go-live date in November 2019, our entire permitting process functions completely within the Magnet platform. Changing permit tracking system providers at this point would be extremely disruptive to the permitting process and it is unlikely that another vendor would be able to support the system that is in place.

FISCAL IMPACTS:

The costs for the five-and-a-half-year Managed Hosted Services and the digital signature component will increase the project costs with the following breakdown:

	CSI Magnet Hosting, FY 2024-2030				
Period	**GL Account**	**FY 24/25 Current Budget (Period 1 only)**	**YTD Actuals**	**Total Amount**	**Total Available Budget**
Period 1	101-40-4100-51200	$43,000	$5,749	$30,560.14 ($22,910.14 Managed Hosted Service + $7,650 digital signature)	$37,251
Period 2	101-40-4100-51200	n/a	n/a	$46,200 (Managed Hosted Services)	TBD
Period 3	101-40-4100-51200	n/a	n/a	$47,788 (Managed Hosted Services)	TBD
Period 4	101-40-4100-51200	n/a	n/a	$49,440 (Managed Hosted Services)	TBD

Period 5	101-40-4100-51200	n/a	n/a	$51,157 (Managed Hosted Services)	TBD
Period 6	101-40-4100-51200	n/a	n/a	$52,943 (Managed Hosted Services)	TBD
	Total	**n/a**	**n/a**	**$278,088.14**	**n/a**

The total is $278,088.14, which staff has rounded up to $278,100.

The funds for Period 1 are already appropriated as part of the 2024-2025 budget in the Professional Services account #101-40-4100-51200. Funds for Periods 2 through 6 will be appropriated during the budget process for each corresponding fiscal year. Please note that there is a four percent rate increase for Managed Hosted Services in Periods 2 through 6 to cover anticipated increased costs in labor, materials, servers, hosting infrastructure, and inflation. There is no rate increase proposed for Period 1.

ALTERNATIVES:

The alternative includes: 1) not to authorize the contract amendment (current process for securing signatures would continue); or 2) continue the item for additional information.

LEGAL REVIEW BY: Isaac Rosen, Acting City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. Amendment No. 2 to Contract 2011-050

2. Contract 2011-050 and 2011-050.1

ATTACHMENT 1

Amendment No. 2 to Contract 2011-050

Project Name: Electronic Permit Tracking System

AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COMPUTER SOFTWARE INCORPORATED

This **Amendment No. 2** to the Professional Services Agreement by and between the **City of Goleta**, a municipal corporation ("City") and **Computer Software Incorporated** ("Consultant") dated June 30, 2011 ("Agreement," Agreement No. 2011-050) is made on this 3rd day of December 2024.

SECTION A. RECITALS

1. This Agreement is for the ongoing hosting and maintenance of the Electronic Permit Tracking System (PTS) developed by the Consultant for the City of Goleta between 2011-2019 as set forth in the Scope of Work, attached as Exhibit A. Once the PTS went live, the Consultant maintained and hosted the PTS for the past five years as set forth in Exhibit A; and

2. This Agreement has been amended once to increase the compensation for the continued development and ongoing maintenance of the PTS, to increase the time period until December 31, 2024, and to expand the scope of work to include mobile inspections and a Public Works portal. (Amendment No. 1). A second amendment to develop a signature function for the PTS was authorized by City Council on June 18, 2024, but was not executed due to the need to further amend the scope of work. The tasks associated with the unexecuted amendment have been incorporated into the current amendment's scope; and

3. The Agreement currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $364,230; and

4. The parties desire to amend the Agreement so as to provide for additional Compensation (1) in the amount of $7,650 for the previously authorized signature task and (2) in the amount of $270,450 for managed hosting services for the term of this agreement; and

5. The Agreement currently provides in Exhibit A and Exhibit A-1 entitled "Scope of Work" the complete and particular description of services which have been completed; and

6. The parties desire to replace Exhibit A and Exhibit A-1 by adding additional services as more completely and particularly set forth in the Scope of Work, attached as Exhibit "A-2"; and

7. The Agreement as previously amended currently provides in Exhibit B and B-1 entitled "Schedule of Fees and Payments"; and

8. The parties desire to replace Exhibit B and Exhibit B-1 of the Agreement to identify the new Schedule of Fees and Payments, attached as "Exhibit B-2"; and

9. The Agreement currently provides in Section 6 for the termination of the Agreement on December 31, 2024; and

10. The parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2030; and

11. The Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

12. The parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

13. The City Council approved this Amendment No. 2, on this 3rd day of December 2024.

SECTION B. AMENDED TERMS

Now therefore City and Consultant agree that the Agreement be, and hereby is, amended as follows:

1. **Subsection (a) of Section 3. <u>COMPENSATION AND PAYMENT</u>** of the Agreement is amended to add an additional authorized amount of $278,100 and to read in its entirety:

   (a)   **Maximum and Rate**. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED,** with the exception of "extra services" described in Section 4 of this agreement, the sum of $642,330 (herein "not-to-exceed amount") and shall be earned as the work progresses, on the following basis:

   Rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B-2," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until June 30, 2030, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total

compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment**. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 5.5 years to read in its entirety:

The term of this Agreement is from the date first written above to June 30, 2030, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Work" and Exhibit A-1 with **Exhibit A-2 "Scope of Work"** attached hereto and incorporated herein.

4. This Agreement is amended to delete and replace in its entirety:

Exhibits B and B-1 "Schedule of Fees and Payments with **Exhibit B-2 Schedule of Fees and Payments"** attached hereto and incorporated herein.

5. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES** of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

6. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

Project Name: Electronic Permit Tracking System

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA   **CONSULTANT**

_____   _____
Robert Nisbet, City Manager   Kim Dundas
                                                                  Director of Operations

ATTEST:

_____   _____
Deborah Lopez, City Clerk   Ahmad M. Zahedi,
                                                                  Director of Technical Operations

APPROVED AS TO FORM:
ISAAC ROSEN, ACTING CITY ATTORNEY

Signed by:

Winnie Cai
_____A1BF8F896161498_____
Winnie Cai, Deputy City Attorney

EXHIBIT A-2

CONSULTANT will create a digital signature feature in Magnet to eliminate the need to secure signatures for permits or other documents outside of the Magnet system. This enhancement adds the ability for clients of the City of Goleta to be able to acknowledge or "sign" specific documents electronically. The signature feature will be non-binding and intended for tracking only.

CONSULTANT will provide hosting services more fully described below:

Hosting Facilities
The MAGNET SaaS (Software as a Service) platform (servers, infrastructure, and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility, and growth capacity. Data is and will remain backed up nightly, stored redundantly, and will be restored rapidly in case of failure.

Hosting Hardware Infrastructure
CSI will provision and monitor the necessary hardware and computing infrastructure required to support the Licensee's MAGNET Installation including purchased integrations, including but not limited to the MAGNET Self-Service Portal and MAGNET Mobile. CSI will provide or provision all necessary computers, firewalls switches, etc. for the acceptable and efficient operation of the Hosted System. The hosting infrastructure will be maintained in a manner that is consistent with industry best practices. The cloud data center is a secure, controlled data center with redundant power, communications, and cooling systems. Support includes server installation, application installation, security patching, maintenance, monitoring, and backup and recovery services.

Minimum services include:
- ✓ Ensuring that the network infrastructure is up and running 24 hours per day, 7 days per week.
- ✓ Daily backup system checks/rectification as required.
- ✓ Monitor and ensure all scheduled tasks run appropriately. The frequency of the monitoring of each task will be done in accordance with the frequency in which the task is scheduled to run (ex. hourly, daily, etc).
- ✓ Maintain 24x7 support availability for infrastructure down situations.
- ✓ Maintain 24x7 incident response capability for cyber security events.
- ✓ Operating System patch check plus installation and server reboots as necessary.
- ✓ Upgrade and patch software-dependent components such as Apache, PostgreSQL, Perl, PHP, etc.

✔ Monitor all system logs to identify potential issues with computer systems and networking components.

✔ Hard disk check & rectification as required.

✔ Anti-Virus software check and status report if relevant.

✔ Introduce and integrate new technologies into existing data center environments.

✔ System performance tuning.

✔ Monitoring file system and disk usage.

✔ Monitoring system availability.

✔ Monitoring system usage.

✔ Adding/modifying/removing system user accounts.

✔ Firewall management including security policies for 3rd party integrations.

✔ Escalate incidents, systems failures, and outages to the cloud vendor(s).

✔ Coordinating changes across the system.

✔ Conducting security testing and reviews in accordance with CSI standard schedules.

Database Administration (PostgreSQL)

- Installing and maintaining database management software.
- Backup and Recovery measures to safeguard data.
- Maintaining databases where database administration (DBA) involvement is necessary.
- Regular database maintenance tasks such as vacuuming, recovering disk space, updating planner statistics, re-indexing, and maintenance of log files.
- Monitoring and maintaining space usage within the database.
- Provisioning and monitoring security measures within the database environment.
- Documented procedures, best practices, troubleshooting, and disaster recovery.

Data and System Backups

- Perform daily backups of application and Licensee data.
- All data is stored in at least two data center zones. In the event of an outage, applications seamlessly access the data in the alternate zone.

CONSULTANT will provide **back up and disaster recovery** more fully described as follows:

Backup
For data security, CSI performs snapshots of all MAGNET web servers daily. In the event of a server hardware failure, CSI professionals can restore the server.

Disaster Recovery
Regardless of the planning and processes in place, no one can predict a catastrophic hurricane, fire, or flood. CSI cannot be held responsible for data loss that is beyond our control, as a result of these instances. In these cases, CSI will recover data and continue services by recreating its hosting facilities and recovering from backups that were off-site or on the Cloud.

CONSULTANT will provide **system monitoring** more fully described as follows:

CSI will monitor all production servers for availability and performance. Automated supervision software monitors the server 24/7 and automatically notifies our help desk of any events or activities that are outside predefined acceptable ranges. Help desk technicians proactively respond to bring the server parameters back within acceptable target ranges.

All services, resources, assets, and activity of the servers are monitored, including:
- Web Services
- Available Space
- Memory Usage
- CPU Usage
- Web Traffic
- Database usage
- Database Performance
- Replication Services
- Logging Locations
- Network Performance
- SSL Certificate validity

If there is an issue alerted from our monitoring resources after normal business hours, the on-call technician will be notified for resolution.

CONSULTANT will provide **operating systems and applications security** more fully described as follows:

To ensure software security, CSI's internal policies require the maintenance of all its production servers. Scheduled maintenance usually occurs on the 3rd Saturday of every month. An email will be sent out to the Licensee notifying them of any service unavailability during the scheduled maintenance.
Security and update measures also include:
- Firewall scans traffic for malicious activity.
- DNS scan for server vulnerabilities.

- SSL certificate scanning monthly.

In regard to updates, the Licensee will use reasonable efforts to implement any update as soon as practicable after receipt. CSI will not be obligated to fix any Licensed Software error that would be corrected if the Licensee had installed the latest update released by CSI.

Project Name: Electronic Permit Tracking System

EXHIBIT B-2

SCHEDULE OF FEES AND PAYMENTS

The following is the schedule of payment for the services described in Exhibit A-2:

Period 1 (1/1/25-6/30/25): $30,560.14. This is for Managed Hosted Services ($22,910.14) and Digital signature enhancement ($7,650).

Period 2 (7/1/25 -6/30/26): $46,200 for Managed Hosted Services.

Period 3 (7/1/26-6/30/27): $47,788 for Managed Hosted Services

Period 4 (7/1/27 – 6/30/28): $49,440 for Managed Hosted Services

Period 5 (7/1/28 – 6/30/29): $51,157 for Managed Hosted Services

Period 6 (7/1/29-6/30/30): $52,943 for Managed Hosted Services

ATTACHMENT 2

Contract 2011-050 and Amendment No. 1

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
COMPUTER SOFTWARE INCORPORATED

This AGREEMENT FOR CONSULTANT SERVICES is made and entered into this 30th day of June, 2011, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **COMPUTER SOFTWARE INCORPORATED**, (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT selection was recommended for award of this AGREEMENT based on a competitive request for qualifications process; and

WHEREAS, CONSULTANT was recommended for award by the Planning & Environmental Services Director, the Administrative Services Director, and the Advance Planning Manager and selected for award of this AGREEMENT by City Council; and

WHEREAS, the City Council, on this 30th day of June, 2011, approved this AGREEMENT and authorized the City Manager to execute this AGREEMENT per the Goleta Municipal Code Section 3.05.050.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional technology services in conjunction with a Permit Tracking System. Services shall generally include meetings, constructing a permit tracking system, testing the system, launching the system on the internet, maintaining the system, performing disaster recovery protection, training City staff to use the system, and monitoring system performance/data management, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A".

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of $315,887 (herein "not to exceed amount"), with the exception of the "extra services" described below, and shall be earned as the work progresses on the following basis:

> Rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees and Payments marked Exhibit "B," attached and incorporated herein. The payments, rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2018, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager and shall be consistent with the schedule of payments contained in Exhibit "B". Invoices shall be made no more frequently than on a monthly basis, and describe the work performed and milestones achieved. All payments shall be made within 45 days after CITY's receipt of the invoice. Use of CONSULTANT'S software or services is expressly contingent upon timely payment by CITY of CONSULTANT'S invoices.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in the compensation exhibit. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Exhibit B. Any compensation for extra services shall not exceed $30,000.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Anne Wells, Advance Planning Manager. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2018, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. CONSULTANT is expected to complete all activities required under Exhibit "A" Scope of Work Tasks 1 through Task 6 by July 1, 2013, but in no event shall they be completed later than July 1, 2014.

7. OWNERSHIP OF DOCUMENTS

All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, and any other documents or materials, in electronic or any other form (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Alison Rachal, Vice President of Sales for CONSULTANT, is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, written notice including explanation of reason must be provided to the CONSULTANT at which time the CONSULTANT has 30 days to provide a reassignment as requested or provide a remedy that is agreeable to the parties. If an agreeable reassignment or remedy is not provided, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which

damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b)   Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subCONSULTANTs, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subCONSULTANTs, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

Notwithstanding the foregoing, CONSULTANT and its affiliates and suppliers are not liable for or required to defend and indemnify the CITY against any of the following: (a) indirect, special, incidental, punitive or consequential damages suffered by City; (b) damages suffered by third parties relating to (i) failures of telecommunications, the internet, or electronic communications; (ii) corruption, security, loss or theft of data, viruses, or spyware, malware or the like; (iii) loss of business, revenue, profits or investment; or (iv) use of software or hardware that does not meet CONSULTANT's system requirements, unless such damages could have and should have been prevented by CONSULTANT. The above limitations apply even if CONSULTANT and its affiliates and suppliers have been advised of the possibility of such damages.

(c)   No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

(d)   Third Party. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or CONSULTANT. CONSULTANT's services under this AGREEMENT are being performed solely for the CITY's benefit, and no other party or entity shall have any claim against CONSULTANT because of this AGREEMENT or the performance or nonperformance of services hereunder. The CITY and CONSULTANT agree to require a similar provision in all contracts with their affiliates, suppliers, vendors and other entities involved in this project to carry out the intent of this provision.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating level of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of $1,000,000 per occurrence and $2,000,000 in the aggregate.

b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of $1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of $1,000,000 per accident or disease.

d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than $2,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.

b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.

c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.

d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.

f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.

g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, during the term of this AGREEMENT and any renewals, CONSULTANT shall correct, at its expense, all defects in the work that may be disclosed during CITY's review of CONSULTANT's report or plans which are within the Scope of Work under this AGREEMENT. Should

CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

CONSULTANT warrants that on acceptance date, the Software will be free from any significant programming errors and from material defects in workmanship and shall operate and conform to the requirements identified in this agreement, and shall continue to operate in this manner throughout the term of this agreement and any extensions or renewals, as the case may be.

Except as expressly provided in this agreement, CONSULTANT makes no representations or guarantees, whether expressed or implied, arising by law, custom, oral or written statements, or otherwise, with respect to the software or services of their condition, merchantability, or fitness for use for any particular purpose by the CITY.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services to date of final payment. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTs for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect in the work prepared by CONSULTANT, its employees, subcontractors, agents and CONSULTANTs.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT

will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year. CONSULTANT reserves the right to terminate services and bar use of software in the event sufficient funds to compensate CONSULTANT as contemplated by this AGREEMENT are not budgeted or appropriated.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

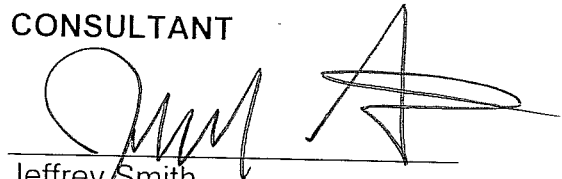Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party.

CONSULTANT represents to the CITY that Computer Software, Inc. is duly incorporated, validly exists as a corporation in good standing under the laws of the state

of its incorporation and will lawfully maintain such status as to be authorized to do business in the City of Goleta, CA. CONSULTANT further represents that it is subject to service of process at its corporate headquarters located at 100 Highpoint Drive, Suite 104, Chalfont, PA 18914. CONSULTANT has the corporate power and authority to execute and deliver this Agreement and to carry out its obligations hereunder, which have been duly authorized by all necessary corporate action on the part of the company and its stockholders. No further authorization is required on the part of the company and there are no actions or proceedings before any court, governmental commission, board, bureau or any other agency pending or threatened against CONSULTANT that would impair CONSULTANT's ability to perform its obligations established in this Agreement.

28.   ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29.   PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30.   NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Attention: Daniel Singer
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT:

Attention: Jeffrey Smith
President
100 Highpoint Drive, STE 104
Chalfont, PA 18914

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.
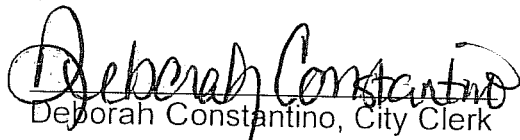
CITY OF GOLETA

Daniel Singer, City Manager

CONSULTANT

Jeffrey Smith
President

ATTEST:

Deborah Constantino, City Clerk

Shana Gourley
IT Operations Manager

APPROVED AS TO FORM

Tim W. Giles, City Attorney

Exhibit A
Scope of Work

Definition of Terms

"**Hosting**" is a service provided to the City whereby CONSULTANT supplies and maintains all of the necessary equipment, power and telecommunication connections, bandwidth, and security, to give the City uninterrupted access to the software and all of the City's data, including regular backup and replication of databases and other digital files.

"**Maintenance**" is the continuous attention to and updating of all necessary software and support services provided by CONSULTANT to the City for the term defined in this agreement. Maintenance includes all standard software releases and updates made available during the term of this AGREEMENT.

Task 1: Project Plan

CONSULTANT shall develop a Project Plan for approval by the CITY that details the project scope, schedule, resources, and limitations. CITY approval shall be provided by CITY Project Manager. Task 1 includes coordinating with the CITY's document imaging vendor to ensure that the existing paper/microfiche records are scanned in a manner that best supports the permit tracking system.

Task 2: Project Kickoff

Upon CITY approval of the Project Plan (Task 1), CONSULTANT shall conduct a conference call with the CITY for a project kick off meeting to review all technical and non-technical requirements related to the Quality Assurance (QA) process and the Consultant's proposed solution. Requirements include functional, reporting, configuration, hardware, training, human resource, and logistics.

Task 2A - Meetings: CONSULTANT shall hold a series of requirements gathering meetings over a single, consolidated four-day onsite trip to the CITY of Goleta offices where CONSULTANT's applications engineer shall meet separately with a team from each CITY Department and present a demonstration of system performance, process flow, data requirements, reporting and general operations. CONSULTANT shall use information learned from these meetings to ensure all the CITY's operating procedures are understood and appropriately planned for. Meetings will be anywhere from half to a full day for each of the departments. The CITY will provide one point of contact for each department.

Task 2B - Interface Protocol: CONSULTANT shall define all the necessary features of the interfaces required in the system and review with the CITY staff before finalizing interface protocols. The protocol shall establish third-party interfacing requirements and reporting packages. The protocol shall include a host of data interfacing options such as Excel import/export, file imports, watch folders, and Web services.

Task 2C - Data Import Protocol: CONSULTANT shall identify all data fields and associated meta-data that can be initially loaded in an automated fashion into the system. The data shall be gathered collaboratively between CONSULTANT and CITY staff.

Task 2D - Software Requirements Specifications: CONSULTANT shall proceed with the preparation of the system's user and functional specifications that shall serve to build, test, and deploy the *Manager Solution,* the MAGNET software. Specifications shall include, but are not limited to:

- Hardware/Software (e.g. server, network, systems integration components)
- Functional (e.g. application, reporting, workflow, email notification data that is detailed, specific, and testable)
- Configuration Data (e.g. Data Import Protocol process)
- Training (e.g. CITY staff and other key agency personnel)
- Logistics (e.g. beta-testing system)
- Human Resources (e.g. user permissions)

The specifications document shall be housed in a central repository to enable effective communication and collaboration between the CITY and CONSULTANT. Specification requirements shall be uniquely identified to allow traceability between the requirement and the testing.

Task 3: System Build

CONSULTANT shall proceed with building the CITY's system. CONSULTANT shall install and test hardware, and provide solution programming, coding, designing, data importation and verification, development of use case tests, traceability matrix and training development activities including:

Task 3A – Configuration: CONSULTANT shall programmatically fit the MAGNET system to the needs of the CITY including configuration of all workflows and definition of data types.

Task 3B – Feature Enhancements: If the CITY requests feature enhancements that are not reasonably included within the services described in the Scope of Work herein, the CITY and CONSULTANT shall mutually agree in advance and in writing before the performance of extra services are initiated consistent with Section 4 of this AGREEMENT.

Task 3C – Interface Development: CONSULTANT shall develop interfaces identified in Task 2B (Interface Protocol).

Task 3D – Data Loading: CONSULTANT shall import data collected and documented in Task 2C (Data Import Protocol). All data shall be provided by the CITY to CONSULTANT. This includes any Community Development data from all existing relevant database systems currently used by the CITY which can be loaded in an automated fashion into

the permitting software. CONSULTANT shall import an unlimited number of spreadsheets or other user-generated data as long as the data currently exists in a format where there is a clear mapping between the data being imported and an applicable location in the permitting software. In consultation with the CITY, CONSULTANT shall create additional information fields in the permitting software to support any type of data being converted over from the legacy system.

CONSULTANT shall import any documents, spreadsheets, and other files that are currently attached or belong to specific properties, permits, etc. This activity includes unlimited imports so long as the storage structure of the data is in a form where it is readily identifiable what the mapping is from the file to a particular record within the permitting software.

In consultation with the CITY, CONSULTANT shall import (attach) documents that are currently organized in either a reference database or a hierarchical file system structure.

CONSULTANT's data conversion services include the conversion, implementation, and verification of CITY legacy data, and existing GIS Data; an unlimited number of GIS layers are included.

Task 3E – Training Material Development: CONSULTANT shall develop the training materials specific to the CITY and integrate them into the Consultant's Training Material package which includes a core system and process training, and a CITY-specific training component as required in Task 2D (Training).

Task 4 – System Test

CONSULTANT shall undertake formal system testing, preparation for beta-testing and training including:

Task 4a – Use Case Testing: CONSULTANT shall execute all defined use cases (e.g., submit permit application, request an inspection, etc.) and provide evidence for each use case as proof of a successful execution. Consultant shall document, investigate and resolve any deviations that occur during execution of protocols.

Task 4B – Regression Testing: CONSULTANT shall conduct full-scale regression testing to ensure all configurations and feature enhancements contain no unintended consequences. CONSULTANT shall use iterative testing practices to confirm functionality.

Task 4C – Data Load Testing: CONSULTANT shall iteratively test the system to ensure that all data loaded imported functions within the system have not caused any unintended consequences.

Task 4D – Interface Testing: CONSULTANT shall test all interfaces to ensure functionality and that no unintended consequences have resulted.

Task 4E – Soft Launch Logistics: CONSULTANT shall beta-test logistics by testing logistical and scheduling activities for account managers, application engineers and/or service providers who shall be conducting the beta-testing.

Task 4F - Team Training: CONSULTANT shall conduct in-house training over a single,, consolidated four-day onsite trip to the CITY. Training Program is, known as CONSULTANT University, for all project team members including, but not limited to, Account Managers, Project Managers, and Technology personnel. The training program contains components of system use, process delivery and CITY-specific requirements/instructions.

Task 5: Soft Launch

CONSULTANT shall beta-test during the pilot phase of the project including activities related to system pilot, benchmark finalization, definition and communication of the CITY Support Model, logistic preparation, in-house training, and concluding with system acceptance (Go-Live) including:

Task 5A – Benchmarking: CONSULTANT shall determine benchmarks via thorough analysis of the beta-test results. CONSULTANT's software development team shall perform the analysis in coordination with the CITY's Account Manager and Technology personnel. If benchmark formulas differ from the original requirements, then the requirements specification (Task 2d) shall be updated and subsequently design specifications and testing shall be reworked to assure the benchmark requirement performs as intended.

Task 5B – Support Model: If necessary, CONSULTANT shall develop a CITY-specific support model that shall document support levels, support categories, roles and responsibilities and the process for escalation, i.e., how varying support calls are handled by CONSULTANT.

Task 5C – Deployment Logistics: CONSULTANT shall provide on-site training of CITY staff and shall be present to prepare for Go-Live (single, consolidated two-day onsite trip).

Task 5D – System Acceptance: CONSULTANT and CITY shall document acceptance of the system including acceptance that the CITY is ready to use the system in the production environment. A memorandum, prepared by CONSULTANT for CITY review and approval, is a required deliverable before Go-Live.

Task 6 – Deploy (Go-Live)

Once receipt of system acceptance via the memorandum in Task 5D, the system shall be released for use, i.e., to Go-Live. This phase includes activities which assure the project team, CITY staff and service providers are trained, QA results are reviewed and verified and customer feedback is obtained including:

Task 6A – QA Verification: CONSULTANT performs QA verification, usually over a one month period, to assure that CITY use cases are properly meeting client's expectations.

Task 6B – Customer Feedback: CONSULTANT shall document feedback as each QA is completed to assure the business process and technology is functioning as expected. This process shall be integrated with Task 6A (QA Verification).

Task 7 – On-Going Operations

Once the MAGNET system is up and running, CONSULTANT shall provide the following ongoing services and operations:

Task 7A – Change Management: CONSULTANT shall keep a record of approved changes to the system pursuant to the Change Request procedures. This includes changes to version upgrades, configuration, functionality, training materials and/or training aids, and add-on work that might be requested by the CITY that is not included as part of this scope of work. Any changes that may impact the CITY shall be communicated by the Consultant. As part of this scope of work, CONSULTANT shall review and approve the addition and list required deliverables. CITY-requested changes to permit fees, account numbers, custom report changes, CITY file changes or anything involving CITY-specific changes may be billed at a time and materials basis under a separate scope of services.

Task 7B – Procedures: CONSULTANT shall create and update appropriate procedures and provide to the CITY for management and administration of the project life cycle and system.

Task 7C – Disaster Recovery: CONSULTANT shall perform an annual Disaster Recovery exercise (which includes Backup and Restart). Results shall be summarized, archived and shared with the CITY. CONSULTANT shall conduct data backup on a daily basis at off-site locations.

Task 7D – Performance Monitoring: CONSULTANT shall benchmark and/or monitor system performance that shall be reviewed, analyzed and shared with the CITY on a quarterly basis. CONSULTANT shall monitor the system to detect and correct potential flaws before they become effective faults.

Task 7E – Documentation Management: CONSULTANT shall maintain all life cycle documentation in a central storage system located at the CONSULTANT's headquarters in Pennsylvania.

Task 7F – Support Services: CONSULTANT shall provide technical support to CITY as part of the system maintenance. Support services will, at a minimum, include:

-   Unlimited use of the Live Help Desk available to the CITY between the hours of 5am-5pm Pacific Standard Time.

- Unlimited use of a CITY portal, referred to as "e-Support", available to the CITY 24 hours a day, 7 days a week. E-Support allows CITY to log support issues and check for status updates on support requests. E-Support shall enable CITY to assign a specific priority to particular requests. CONSULTANT shall make document updates and downloads available through the e-Support portal.

- Unlimited use of direct phone calls and emails to CONSULTANT.

- Technical troubleshooting for assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the CITY's software. Troubleshooting does not extent to CITY hardware or CITY operating system components at City Hall.

- CONSULTANT shall provide free re-training sessions for the life of the product to any staff member who was previously trained by the CONSULTANT. Upon the CITY's request for a free re-training session, training will be conducted using remote training portals. Training shall be available to a classroom-sized group of a maximum of 15 users at once or on a one-on-one ratio as needed.

Task 7G – Software Updates: CONSULTANT shall update and enhance the standard software as new releases are available. CONSULTANT shall modify the software components to keep the product usable in changing external operating environments, to successfully meet the performance and reliability expectations of CITY, and to correct discovered software problems. CONSULTANT shall work directly with CITY to resolve issues using direct observation of system issues through the workstation view function of the software when needed.

Task 7H – Software Access Management: CONSULTANT shall maintain the software portals as part of normal maintenance. Portal access to City-approved outside agencies and contractors shall be provided to enable outside review and approval of land development projects. Outside agencies and contractors must be registered and have appropriate security credentials to utilize this function and shall coordinate with CONSULTANT via CITY.

Task 7I - Offsite Hosting: CONSULTANT shall host the system offsite at their facility in Pennsylvania, upgrading as they improve the software and maintain the system to ensure system functionality.

Exhibit B
Schedule of Fees and Payments

Flat Rate Contract Price and Payment Schedule for One-Time Costs

Total compensation payable for software licensing, system setup, configuration, programming, data conversion, training, and other services as specified in Exhibit "A" Scope of Work Task 1 through Task 6 of this AGREEMENT, shall be $135,300 and shall be earned. payable and billed based on progress according to the milestones of the project schedule as follows:

Milestone	Payment	%
Upon Contract Execution (Prior to Commencement of Task 1)	$27,060.00	20%
After Completion of Task 1 (Project Plan)	$27,060.00	20%
After Completion of Task 2B thru Task 3	$27,060.00	20%
After Completion of Task 4 (System Build)	$20,295.00	15%
After Completion of Task 5 (Soft Launch)	$20,295.00	15%
After Completion of Task 6 (Go-Live)	$13,530.00	10%
Total Flat Rate Contract Price	*$135,300.00*	*100%*

Payment Schedule for Ongoing Costs

Thirty (30) days after the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), on-going operations as specified in Exhibit "A" Scope of Work Task 7A through Task 7H of this AGREEMENT shall be earned, payable and billed annually according to the following schedule:

Schedule of Ongoing Maintenance Payments (Task 7A thru Task 7H)	
Year 1	$26,004.00
Year 2	$27,564.24
Year 3	$29,218.09
Year 4	$30,971.18
Year 5	$32,829.45

Upon the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), software hosting as specified in Exhibit "A" Scope of Work Task 7I of this AGREEMENT shall be earned, payable and billed annually according to the following schedule:

Schedule of Hosting Services	
Hosting Services	$3,000/year

Support Services Rates

Travel Expenses associated with activities specified in Exhibit "A" Scope of Work Task 2A, Task 4F, and Task 5C of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Schedule of Travel Expenses	
Per Diem Rate	$215.00/day
Airfare	$350.00/flight
Rental Car	$50.00/day

Support Services as specified in Exhibit "A" Scope of Work Task 1 of this AGREEMENT and services outside the scope of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Hourly Fees	
Hourly Rate	$125.00/hour

AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
COMPUTER SOFTWARE INCORPORATED

This **Amendment No. 1** to the PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **Computer Software Incorporated**, ("Consultant") dated June 30, 2011 ("Agreement," Agreement No. 2011-050) is made this **4th** day of December, 2018.

RECITALS

WHEREAS, this Agreement is for the development of the Electronic Permit Tracking System ("PTS") as set forth in the Scope of Work, attached as Exhibit A; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed $315,887; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of $48,343 for continued development and ongoing maintenance of the PTS; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on December 31, 2018; and

WHEREAS, the parties desire to amend Section 6 of the Agreement so as to extend the termination of the Agreement to December 31, 2024; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit A entitled "Scope of Work" the complete and particular description of services as set forth for Consultant; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement to include additional features for the system, including mobile inspections and a Public Works Module as set forth in Additional Features Amendment No. 1, attached as Exhibit A-1; and

WHEREAS, the Agreement between City and Consultant currently identifies in Section 8 Alison Rachal, Vice President of Sales for the Consultant, as the primary contact for the development of the PTS and provisions for assigning or subcontracting work under this agreement; and

WHEREAS, the parties desire to amend the agreement to designate the primary contact for the development of the PTS to be Ahmad Zahedi, Consultant's Director of

Technical Operations and amend the provisions relating to assignment or subcontracting of work; and

WHEREAS, the Agreement between City and Consultant currently identifies in Section 13 provisions for termination by City; and

WHEREAS, the parties desire to amend provisions in Section 13 related to termination for cause; and

WHEREAS, the parties desire to amend the Agreement to include additional provisions related to termination by Consultant; and

WHEREAS, the Agreement between City and Consultant currently provides in Exhibit B entitled "Schedule of Fees and Payments" the rates for Consultant; and

WHEREAS, the parties desire to amend Exhibit B of the Agreement to identify the cost of the requested new features for the system and other base maintenance cost increases due to increases in operating costs, and to reflect completed tasks with a strikethrough as set forth in Schedule of Fees and Payments, attached as Exhibit B-1; and

WHEREAS, the parties desire to amend the Agreement to provide that the City will devote sufficient staff resources to helping Consultant develop the PTS, including the City requested services of Mobile Inspection and Public Works modules; and

WHEREAS, the City Council approved this Amendment No. 1, on this 4th day of December, 2018.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1.   **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of $48,343 and to read in its entirety:

(a)   **Maximum and Rate**. The total compensation payable to Consultant by City for the services under this agreement **SHALL NOT EXCEED** the sum of $364,230 (herein "not to exceed amount"), with the exception of the "extra services" described in Section 4 of this Agreement, and shall be earned as the work progresses on the following basis:

Rates and with reimbursement to Consultant for those expenses set forth in consultant's Schedule of Fees and Payments marked Exhibit B-1, attached and incorporated herein. The payments, rates and expenses set forth in Exhibit B-1 shall be binding upon Consultant until December 31, 2024, after which any change in

said rates and expenses must be approved in writing by City's Project Manager (City is to be given 60 days' notice of any rate increase request), provided the not to exceed amount is the total compensation due Consultant for all work described under this agreement.

2.   **Section 6. <u>TERM, PROGRESS AND COMPLETION</u>** of the Agreement is amended to extend the term for an additional six years to read in its entirety:

The term of this Agreement is from the date first written above to December 31, 2024, unless the term of this Agreement is extended, or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed until (i) Consultant furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by City's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3.   **Section 8. <u>PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR</u>** of the Agreement is amended to identify the current Consultant contact for the development of the PTS as Ahmad Zahedi, Director of Technical Operations and provisions related to assignment or subcontracting of work and read in its entirety:

This Agreement is for professional services which are personal to City. Ahmad Zahedi, Director of Technical Operations for Consultant, is deemed to be specially experienced and is a key member of Consultant's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, written notice including explanation of reason must be provided to City at which time Consultant has 30-days to provide a reassignment as requested or provide a remedy that is agreeable to the parties. If an agreeable reassignment or remedy is not provided, City may terminate this Agreement. This Agreement may not be subcontracted without the City's written approval, which will not be unreasonably withheld. This Agreement is not assignable by Consultant without City's prior consent in writing, which will not be unreasonably withheld, provided the assignee agrees to honor and comply with all of Consultant's obligations under the agreement, as may be amended.

4.   **Section 13. <u>TERMINATION BY CITY</u>** of the agreement is amended to add provisions related to termination by cause and read in its entirety:

City, by notifying Consultant in writing, may upon 30 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If the termination is for cause and the defect or deficiency

is curable, City must provide consultant written notice of the alleged defect or deficiency in Consultant's performance and provide Consultant with 20 days to cure or solve the problem. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Consultant within 30 days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

5.   **Section 13.1. <u>TERMINATION BY CONSULTANT</u>** is added to the agreement to identify provisions by which Consultant may terminate the Agreement and read in its entirety:

This Agreement may be terminated at any time upon receipt of written notice as provided below:

13.1.1   By Consultant in the event that the City has filed for bankruptcy and is more than 30 days overdue in any payment to Consultant.

13.1.2   By Consultant in the event the City fails to pay any fees pursuant to this agreement as amended and such failure is not cured within 30 days after the last invoice was sent to City.

13.1.3   By Consultant in the event that the City has materially breached this agreement and the City has not cured the breach with 45 days' written notice by Consultant.

6.   This Agreement is amended to add **Section 31. <u>CITY STAFF RESOURCES</u>** to acknowledge that City staff resources necessary to complete the PTS, including the City requested additional services of Mobile Inspection and Public Works modules and read in its entirety:

The City agrees to devote sufficient staff and resources to assist Consultant in data collection and compilation as necessary to provide and maintain Permit Tracking Services and to deliver any extra services selected by the City including but not limited to MAGNET Mobile Inspection or Public Works Permitting Module; and City will provide prompt responses to requests for information and other inquiries by Consultant to facilitate timely implementation of all services.

7.   This Agreement is amended to delete and replace in its entirety:

Exhibit A "Scope of Work" with **Exhibit A-1 "Scope of Work"** attached hereto and incorporated herein.

8. This Agreement is amended to deleted and replace in its entirety:

Exhibit B "Schedule of Fees and Payments" with **Exhibit B-1 "Schedule of Fees and Payments"** attached hereto and incorporated herein.

9. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.
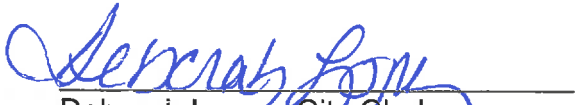
CITY OF GOLETA

Michelle Greene, City Manager

CONSULTANT

Jeffrey O. Smith, President

ATTEST:

Deborah Lopez, City Clerk

Ahmad M. Zahedi,
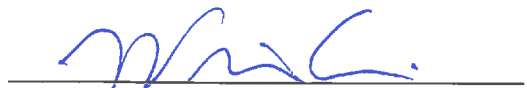Director of Technical Operations

APPROVED AS TO FORM

Winnie Cai, Assistant City Attorney

Exhibit A
Scope of Work

Definition of Terms

"Hosting" is a service provided to the City whereby CONSULTANT supplies and maintains all of the necessary equipment, power and telecommunication connections, bandwidth, and security, to give the City uninterrupted access to the software and all of the City's data, including regular backup and replication of databases and other digital files.

"Maintenance" is the continuous attention to and updating of all necessary software and support services provided by CONSULTANT to the City for the term defined in this agreement. Maintenance includes all standard software releases and updates made available during the term of this AGREEMENT.

Task 1: Project Plan

CONSULTANT shall develop a Project Plan for approval by the CITY that details the project scope, schedule, resources, and limitations. CITY approval shall be provided by CITY Project Manager. Task 1 includes coordinating with the CITY's document imaging vendor to ensure that the existing paper/microfiche records are scanned in a manner that best supports the permit tracking system.

Task 2: Project Kickoff

Upon CITY approval of the Project Plan (Task 1), CONSULTANT shall conduct a conference call with the CITY for a project kick off meeting to review all technical and non-technical requirements related to the Quality Assurance (QA) process and the Consultant's proposed solution. Requirements include functional, reporting, configuration, hardware, training, human resource, and logistics.

Task 2A - Meetings: CONSULTANT shall hold a series of requirements gathering meetings over a single, consolidated four-day onsite trip to the CITY of Goleta offices where CONSULTANT's applications engineer shall meet separately with a team from each CITY Department and present a demonstration of system performance, process flow, data requirements, reporting and general operations. CONSULTANT shall use information learned from these meetings to ensure all the CITY's operating procedures are understood and appropriately planned for. Meetings will be anywhere from half to a full day for each of the departments. The CITY will provide one point of contact for each department.

Task 2B - Interface Protocol: CONSULTANT shall define all the necessary features of the interfaces required in the system and review with the CITY staff before finalizing interface protocols. The protocol shall establish third-party interfacing requirements and reporting packages. The protocol shall include a host of data interfacing options such as Excel import/export, file imports, watch folders, and Web services.

Task 2C - Data Import Protocol: CONSULTANT shall identify all data fields and associated meta-data that can be initially loaded in an automated fashion into the system. The data shall be gathered collaboratively between CONSULTANT and CITY staff.

Task 2D - Software Requirements Specifications: CONSULTANT shall proceed with the preparation of the system's user and functional specifications that shall serve to build, test, and deploy the *Manager Solution,* the MAGNET software. Specifications shall include, but are not limited to:

- Hardware/Software (e.g. server, network, systems integration components)
- Functional (e.g. application, reporting, workflow, email notification data that is detailed, specific, and testable)
- Configuration Data (e.g. Data Import Protocol process)
- Training (e.g. CITY staff and other key agency personnel)
- Logistics (e.g. beta-testing system)
- Human Resources (e.g. user permissions)

The specifications document shall be housed in a central repository to enable effective communication and collaboration between the CITY and CONSULTANT. Specification requirements shall be uniquely identified to allow traceability between the requirement and the testing.

Task 3: System Build

CONSULTANT shall proceed with building the CITY's system. CONSULTANT shall install and test hardware, and provide solution programming, coding, designing, data importation and verification, development of use case tests, traceability matrix and training development activities including:

Task 3A – Configuration: CONSULTANT shall programmatically fit the MAGNET system to the needs of the CITY including configuration of all workflows and definition of data types.

Task 3B – Feature Enhancements: If the CITY requests feature enhancements that are not reasonably included within the services described in the Scope of Work herein, the CITY and CONSULTANT shall mutually agree in advance and in writing before the performance of extra services are initiated consistent with Section 4 of this AGREEMENT.

Task 3C – Interface Development: CONSULTANT shall develop interfaces identified in Task 2B (Interface Protocol).

Task 3D – Data Loading: CONSULTANT shall import data collected and documented in Task 2C (Data Import Protocol). All data shall be provided by the CITY to CONSULTANT. This includes any Community Development data from all existing relevant database systems currently used by the CITY which can be loaded in an automated fashion into

the permitting software. CONSULTANT shall import an unlimited number of spreadsheets or other user-generated data as long as the data currently exists in a format where there is a clear mapping between the data being imported and an applicable location in the permitting software. In consultation with the CITY, CONSULTANT shall create additional information fields in the permitting software to support any type of data being converted over from the legacy system.

CONSULTANT shall import any documents, spreadsheets, and other files that are currently attached or belong to specific properties, permits, etc. This activity includes unlimited imports so long as the storage structure of the data is in a form where it is readily identifiable what the mapping is from the file to a particular record within the permitting software.

In consultation with the CITY, CONSULTANT shall import (attach) documents that are currently organized in either a reference database or a hierarchical file system structure.

CONSULTANT's data conversion services include the conversion, implementation, and verification of CITY legacy data, and existing GIS Data; an unlimited number of GIS layers are included.

Task 3E – Training Material Development: CONSULTANT shall develop the training materials specific to the CITY and integrate them into the Consultant's Training Material package which includes a core system and process training, and a CITY-specific training component as required in Task 2D (Training).

Task 4 – System Test

CONSULTANT shall undertake formal system testing, preparation for beta-testing and training including:

Task 4a – Use Case Testing: CONSULTANT shall execute all defined use cases (e.g., submit permit application, request an inspection, etc.) and provide evidence for each use case as proof of a successful execution. Consultant shall document, investigate and resolve any deviations that occur during execution of protocols.

Task 4B – Regression Testing: CONSULTANT shall conduct full-scale regression testing to ensure all configurations and feature enhancements contain no unintended consequences. CONSULTANT shall use iterative testing practices to confirm functionality.

Task 4C – Data Load Testing: CONSULTANT shall iteratively test the system to ensure that all data loaded imported functions within the system have not caused any unintended consequences.

Task 4D – Interface Testing: CONSULTANT shall test all interfaces to ensure functionality and that no unintended consequences have resulted.

Task 4E – Soft Launch Logistics: CONSULTANT shall beta-test logistics by testing logistical and scheduling activities for account managers, application engineers and/or service providers who shall be conducting the beta-testing.

Task 4F - Team Training: CONSULTANT shall conduct in-house training over a single,, consolidated four-day onsite trip to the CITY. Training Program is, known as CONSULTANT University, for all project team members including, but not limited to, Account Managers, Project Managers, and Technology personnel. The training program contains components of system use, process delivery and CITY-specific requirements/instructions.

Task 5: Soft Launch

CONSULTANT shall beta-test during the pilot phase of the project including activities related to system pilot, benchmark finalization, definition and communication of the CITY Support Model, logistic preparation, in-house training, and concluding with system acceptance (Go-Live) including:

Task 5A – Benchmarking: CONSULTANT shall determine benchmarks via thorough analysis of the beta-test results. CONSULTANT's software development team shall perform the analysis in coordination with the CITY's Account Manager and Technology personnel. If benchmark formulas differ from the original requirements, then the requirements specification (Task 2d) shall be updated and subsequently design specifications and testing shall be reworked to assure the benchmark requirement performs as intended.

Task 5B – Support Model: If necessary, CONSULTANT shall develop a CITY-specific support model that shall document support levels, support categories, roles and responsibilities and the process for escalation, i.e., how varying support calls are handled by CONSULTANT.

Task 5C – Deployment Logistics: CONSULTANT shall provide on-site training of CITY staff and shall be present to prepare for Go-Live (single, consolidated two-day onsite trip).

Task 5D – System Acceptance: CONSULTANT and CITY shall document acceptance of the system including acceptance that the CITY is ready to use the system in the production environment. A memorandum, prepared by CONSULTANT for CITY review and approval, is a required deliverable before Go-Live.

Task 6 – Deploy (Go-Live)

Once receipt of system acceptance via the memorandum in Task 5D, the system shall be released for use, i.e., to Go-Live. This phase includes activities which assure the project team, CITY staff and service providers are trained, QA results are reviewed and verified and customer feedback is obtained including:

Task 6A – QA Verification: CONSULTANT performs QA verification, usually over a one month period, to assure that CITY use cases are properly meeting client's expectations.

Task 6B – Customer Feedback: CONSULTANT shall document feedback as each QA is completed to assure the business process and technology is functioning as expected. This process shall be integrated with Task 6A (QA Verification).

Task 7 – On-Going Operations

Once the MAGNET system is up and running, CONSULTANT shall provide the following ongoing services and operations:

Task 7A – Change Management: CONSULTANT shall keep a record of approved changes to the system pursuant to the Change Request procedures. This includes changes to version upgrades, configuration, functionality, training materials and/or training aids, and add-on work that might be requested by the CITY that is not included as part of this scope of work. Any changes that may impact the CITY shall be communicated by the Consultant. As part of this scope of work, CONSULTANT shall review and approve the addition and list required deliverables. CITY-requested changes to permit fees, account numbers, custom report changes, CITY file changes or anything involving CITY-specific changes may be billed at a time and materials basis under a separate scope of services.

Task 7B – Procedures: CONSULTANT shall create and update appropriate procedures and provide to the CITY for management and administration of the project life cycle and system.

Task 7C – Disaster Recovery: CONSULTANT shall perform an annual Disaster Recovery exercise (which includes Backup and Restart). Results shall be summarized, archived and shared with the CITY. CONSULTANT shall conduct data backup on a daily basis at off-site locations.

Task 7D – Performance Monitoring: CONSULTANT shall benchmark and/or monitor system performance that shall be reviewed, analyzed and shared with the CITY on a quarterly basis. CONSULTANT shall monitor the system to detect and correct potential flaws before they become effective faults.

Task 7E – Documentation Management: CONSULTANT shall maintain all life cycle documentation in a central storage system located at the CONSULTANT's headquarters in Pennsylvania.

Task 7F – Support Services: CONSULTANT shall provide technical support to CITY as part of the system maintenance. Support services will, at a minimum, include:

- Unlimited use of the Live Help Desk available to the CITY between the hours of 5am-5pm Pacific Standard Time.

- Unlimited use of a CITY portal, referred to as "e-Support", available to the CITY 24 hours a day, 7 days a week. E-Support allows CITY to log support issues and check for status updates on support requests. E-Support shall enable CITY to assign a specific priority to particular requests. CONSULTANT shall make document updates and downloads available through the e-Support portal.

- Unlimited use of direct phone calls and emails to CONSULTANT.

- Technical troubleshooting for assessment, diagnosis, documentation, and ultimate resolution of issues that pertain specifically to the CITY's software. Troubleshooting does not extent to CITY hardware or CITY operating system components at City Hall.

- CONSULTANT shall provide free re-training sessions for the life of the product to any staff member who was previously trained by the CONSULTANT. Upon the CITY's request for a free re-training session, training will be conducted using remote training portals. Training shall be available to a classroom-sized group of a maximum of 15 users at once or on a one-on-one ratio as needed.

Task 7G – Software Updates: CONSULTANT shall update and enhance the standard software as new releases are available. CONSULTANT shall modify the software components to keep the product usable in changing external operating environments, to successfully meet the performance and reliability expectations of CITY, and to correct discovered software problems. CONSULTANT shall work directly with CITY to resolve issues using direct observation of system issues through the workstation view function of the software when needed.

Task 7H – Software Access Management: CONSULTANT shall maintain the software portals as part of normal maintenance. Portal access to City-approved outside agencies and contractors shall be provided to enable outside review and approval of land development projects. Outside agencies and contractors must be registered and have appropriate security credentials to utilize this function and shall coordinate with CONSULTANT via CITY.

Task 7I - Offsite Hosting: CONSULTANT shall host the system offsite at their facility in Pennsylvania, upgrading as they improve the software and maintain the system to ensure system functionality.

Exhibit A-1

Additional Features Amendment No. 1

1. **Mobile Inspections**: Computer Software Incorporated's ("Consultant") mobile inspections module, called MAGNET Mobile, provides the ability for City inspectors to view and complete their assigned inspections directly from a mobile device while in the field. This module will be fully defined during development of the Electronic Permit Tracking System (PTS) and shall be incorporated as part of the Scope of Work. Additional information about this module can be found in the included product brochure.

2. **Public Works Module**: Consultant's Public Works module allows for the tracking of Public Works Permits and Inspections. This module will be fully defined during development of the PTS and shall be incorporated as part of the Scope of Work.

Exhibit B
Schedule of Fees and Payments

Flat Rate Contract Price and Payment Schedule for One-Time Costs

Total compensation payable for software licensing, system setup, configuration, programming, data conversion, training, and other services as specified in Exhibit "A" Scope of Work Task 1 through Task 6 of this AGREEMENT, shall be $135,300 and shall be earned. payable and billed based on progress according to the milestones of the project schedule as follows:

Milestone	Payment	%
Upon Contract Execution (Prior to Commencement of Task 1)	$27,060.00	20%
After Completion of Task 1 (Project Plan)	$27,060.00	20%
After Completion of Task 2B thru Task 3	$27,060.00	20%
After Completion of Task 4 (System Build)	$20,295.00	15%
After Completion of Task 5 (Soft Launch)	$20,295.00	15%
After Completion of Task 6 (Go-Live)	$13,530.00	10%
Total Flat Rate Contract Price	*$135,300.00*	*100%*

Payment Schedule for Ongoing Costs

Thirty (30) days after the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), on-going operations as specified in Exhibit "A" Scope of Work Task 7A through Task 7H of this AGREEMENT shall be earned, payable and billed annually according to the following schedule:

Schedule of Ongoing Maintenance Payments (Task 7A thru Task 7H)	
Year 1	$26,004.00
Year 2	$27,564.24
Year 3	$29,218.09
Year 4	$30,971.18
Year 5	$32,829.45

Upon the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), software hosting as specified in Exhibit "A" Scope of Work Task 7I of this AGREEMENT shall be earned, payable and billed annually according to the following schedule:

Schedule of Hosting Services	
Hosting Services	$3,000/year

Support Services Rates

Travel Expenses associated with activities specified in Exhibit "A" Scope of Work Task 2A, Task 4F, and Task 5C of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Schedule of Travel Expenses	
Per Diem Rate	$215.00/day
Airfare	$350.00/flight
Rental Car	$50.00/day

Support Services as specified in Exhibit "A" Scope of Work Task 1 of this AGREEMENT and services outside the scope of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Hourly Fees	
Hourly Rate	$125.00/hour

Exhibit B-1
Schedule of Fees and Payments

Flat Rate Contract Price and Payment Schedule for One-Time Costs

Total compensation payable for software licensing, system setup, configuration, programming, data conversion, training, and other services as specified in Exhibit "A" Scope of Work Task 1 through Task 6 of this AGREEMENT, shall be $154,016.67 and shall be earned payable and billed based on progress according to the milestones of the project schedule as follows:

Milestone	Payment	%
~~Upon Contract Execution (Prior to Commencement of Task 1)~~	~~$27,060.00~~	~~18%~~
~~After Completion of Task 1 (Project Plan)~~	~~$27,060.00~~	~~18%~~
~~After Completion of Task 2B thru Task 3~~	~~$27,060.00~~	~~18%~~
After Completion of Task 4 (System Build)	$26,533.59	17%
After Completion of Task 5 (Soft Launch)	$26,533.59	17%
After Completion of Task 6 (Go-Live)	$19,768.89	12%
Total Flat Rate Contract Price	*$154,016.67*	*100%*

Payment Schedule for Ongoing Costs for All Modules

Thirty (30) days after the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), maintenance shall be earned, payable and billed annually according to the following schedule:

Schedule of Ongoing Maintenance Payments (Task 7A thru Task 7H)	
Year 1	$31,230.78
Year 2	$32,884.63
Year 3	$34,637.72
Year 4	$36,495.99
Year 5	$38,465.76

Yearly maintenance prices have been updated to reflect new requested features and standard increases as further described in Exhibit 4.

Upon the release of the system for use on the internet (see Exhibit "A" Scope of Work Task 6), software hosting as specified in Exhibit "A" Scope of Work Task 7I of this AGREEMENT shall be earned, payable and billed annually according to the following schedule:

Schedule of Hosting Services – (See Exhibit 5)	
Hosting Services	$3,500/year

Support Services Rates

Travel Expenses associated with activities specified in Exhibit "A" Scope of Work Task 2A, Task 4F, and Task 5C of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Schedule of Travel Expenses	
Per Diem Rate	$296.00/day
Airfare	$350.00/flight
Rental Car	$50.00/day

Support Services as specified in Exhibit "A" Scope of Work Task 1 of this AGREEMENT and services outside the scope of this AGREEMENT shall be earned, payable and billed according to the following schedule:

Hourly Fees	
Hourly Rate	$145.00/hour