



TO: Mayor and Councilmembers

FROM: Peter Imhof, Planning & Environmental Review Director

CONTACT: Brian Hiefield, Associate Planner
Anne Wells, Advance Planning Manager

SUBJECT: Professional Services Agreement for Electronic Permit Tracking System

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 1 to Professional Services Agreement No. 2011-050 with Computer Software Incorporated for continued assistance on the electronic Permit Tracking System, increasing the maximum contract amount by \$48,343, for a total not-to-exceed \$364,230, and extending the term by six years to December 31, 2024.

BACKGROUND:

Existing Agreement with Computer Software Incorporated

On June 30, 2011, the Goleta City Council approved a professional services agreement between the City of Goleta and Computer Software Incorporated (CSI) for services related to the generation of an 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 system experience, positive reference checks, and proposal cost. Council directed the agreement be supported by funds in the City's budget rather than by financing options or user fees.

In addition to cataloging nearly 1.5 million newly digitized paper records that date back to the 1940's, the MAGNET software will allow the City to track new permits generated within the system, assist in case assignment, provide staff performance measurement, and provide cost monitoring in real-time. In addition, the system provides a public portal for the general public and applicants to track new applications and conduct permit history research on any parcel in the City.

The original contract term was from June 30, 2011 to December 31, 2018. Following City Council approval of the agreement between CSI and the City, development of the project

was put on hold until further details regarding permit procedures in the New Zoning Ordinance (NZO) could be developed. Now that a draft NZO is pending, the development of the MAGNET software is moving forward.

Project Milestones

To date, the following progress has been made on the project milestones as described in the approved Scope of Work seen in Exhibit A of the agreement (Attachment 1):

- **Task 1: Project Plan COMPLETE**

In November of 2017, Planning staff and CSI completed a detailed project scope, schedule, resources, and limitations. The projected completion for the software is April 2019. During discussions regarding the project scope, it was determined that additional modules were needed to make a better all-around software package for the City that would work for multiple departments and divisions. Specifically, it was suggested that a mobile inspection module be added for the Building and Safety Division and Public Works to allow staff to update project inspections from the field in real-time. It was also suggested that Public Works have a separate module for encroachment and other Public Works permits.

- **Task 2: Project Kickoff IN PROGRESS**

- **Task 2A – Meetings: COMPLETE**
- **Task 2B – Interface Protocol: IN PROGRESS**
- **Task 2C – Data Import Protocol: IN PROGRESS**

In spring 2018, the City initiated the onsite information gathering meetings with CSI so that CSI could become familiar with the City's operating procedures and plan for them accordingly. Following the onsite meetings, CSI generated a written blueprint of the interface protocol that defines all the necessary features and workflows for the City's permitting functions. This includes workflows for development review in the Current Planning Division of the Planning and Environmental Review Department, Building and Safety permits, Public Works permits, and Finance Department/Neighborhood Services Business Licenses. City staff is finalizing review of the blueprint and is working with CSI to address comments. To support this blueprint, the City has been sharing pertinent data with CSI, including legacy permits inherited from Santa Barbara County upon City incorporation, parcel data, and permit procedures.

- **Task 3 & 4: System Build and Test: IN PROGRESS**

With the blueprint for the software completed, CSI will build the system to meet the City's specifications. CSI has begun system construction for several permit modules. Once a beta version is complete, City staff will have the opportunity to test the software and make any revisions necessary. This is also the first opportunity for all staff users to receive training on the system from CSI. Expected completion for this task is February 2019.

- **Task 5 & 6: Soft Launch and Go-Live**

Based on comments received from beta testing of the software, CSI will release an internal version on a soft launch of the system that will broaden the users that will experience the software internally.

- **Task 7: On-going Operations**

Once the software has been implemented, CSI will perform on-going management and maintenance of the system for a period of no less than five years. This work will include procedural updates, software performance monitoring, document management, and other technical support services.

DISCUSSION:

Consistent with City Council direction, staff is moving forward with development of the electronic Permit Tracking System using CSI's MAGNET software. Staff projects that the MAGNET software will go live in April 2019, which will then begin the five-year maintenance period described in Task 7 of the Scope of Work. As described above, implementation of the approved Scope of Work was delayed for several years pending the development of the NZO. The current agreement ends on December 31, 2018. As a result, the term of the agreement needs to be extended to complete system development and the milestones described in the approved Scope of Work. Staff accordingly recommends extending the agreement term for six years to December 31, 2024.

As described above, during project scoping discussions within Task 1 of the Scope of Work, City staff determined that additional software modules for mobile inspections and Public Works permits would provide a more comprehensive software package that would better meet the City's permit tracking needs. CSI has provided a cost estimate of \$4,500 for development of the Mobile Inspection module and \$14,217 for the Public Works permitting module, totaling \$18,717 for FY 18/19.

Costs for the five-year maintenance period will increase by \$900 per year for the Mobile Inspection and \$2,559 per year for the Public Works permitting modules, of which \$3,459 will be reflected in the FY 18/19 budget. The remainder of the cost increases for the five-year maintenance period will be reflected in future budget reports.

FISCAL IMPACTS:

The proposed amendments will increase project cost by \$48,343, which will be supported by the Advance Planning – Computer Technology Account (101-5-4300-707). Of that total amount, a total additional amount of \$24,444 will be reflected in FY 18/19. The amended FY 18/19 Budget, year-to-date expenditures and encumbrances are showing in the following table:

Fund	GL Account	Amended Budget FY 18/19	YTD Actuals + Encumbrance FY 18/19	Available Budget FY 18/19
General Fund	10-5-4300-707	\$246,444	\$77,444	\$169,000

As shown above, the amended FY 18/19 Budget totals \$246,444. Which includes the adopted budget of \$85,000 plus FY 17/18 carryover budget of \$161,444. Approximately \$77,444 of the available budget has been programmed towards development of the Permit Tracking System for FY 18/19. The \$169,000 available budget is able to support the total proposed amendment of \$48,343, with \$24,444 being reflected in FY 18/19, and leaving approximately \$120,657 available as a buffer for unexpected computer technology needs. No additional appropriation is needed at this time.

The Permit Tracking System will serve the permitting needs of multiple City departments and will be available for all staff to use. Ongoing maintenance of five years will be provided by future budget appropriations.

ALTERNATIVES:

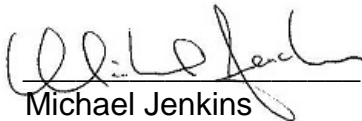
The City Council could elect not to authorize the recommended action. If the recommended action is not authorized, staff will manage services according to existing contract terms, but would likely not be able to complete Permit Tracking System development.

Reviewed By:



Carmen Nichols
Deputy City Manager

Legal Review By:



Michael Jenkins
City Attorney

Approved By:



Michelle Greene
City Manager

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement 2011-050 with Computer Software Incorporated
2. Professional Services Agreement 2011-050 with Computer Software Incorporated (Available Online Only)

ATTACHMENT 1:

Amendment No. 1 to Professional Services Agreement 2011-050 with Computer Software Incorporated

**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 _____ 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. TERM, PROGRESS AND COMPLETION** 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. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR** 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. TERMINATION BY CITY** 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. TERMINATION BY CONSULTANT** 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. CITY STAFF RESOURCES** 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

CONSULTANT

Michelle Greene, City Manager

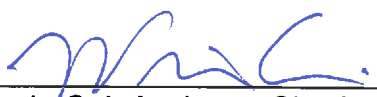
Jeffrey O. Smith, President

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%
<i>Total Flat Rate Contract Price</i>	<i>\$135,300.00</i>	<i>100%</i>

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)	
<i>Year 1</i>	\$26,004.00
<i>Year 2</i>	\$27,564.24
<i>Year 3</i>	\$29,218.09
<i>Year 4</i>	\$30,971.18
<i>Year 5</i>	\$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	
<i>Hosting Services</i>	\$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	
<i>Per Diem Rate</i>	\$215.00/day
<i>Airfare</i>	\$350.00/flight
<i>Rental Car</i>	\$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	
<i>Hourly Rate</i>	\$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%
<i>Total Flat Rate Contract Price</i>	<i>\$154,016.67</i>	<i>100%</i>

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)	
<i>Year 1</i>	\$31,230.78
<i>Year 2</i>	\$32,884.63
<i>Year 3</i>	\$34,637.72
<i>Year 4</i>	\$36,495.99
<i>Year 5</i>	\$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)	
<i>Hosting Services</i>	\$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	
<i>Per Diem Rate</i>	\$296.00/day
<i>Airfare</i>	\$350.00/flight
<i>Rental Car</i>	\$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	
<i>Hourly Rate</i>	\$145.00/hour