CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
SUPERION,LLC

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and Superion, LLC ("Consultant") (together sometimes referred to as the "Parties") as of June 30, 2019 (the "Effective Date").

<u>Section 1.</u>   <u>SERVICES</u>. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as **<u>Exhibit A,</u>** attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **<u>Exhibit A</u>**, the Agreement shall prevail.

1.1   <u>Term of Services.</u> The term of this Agreement shall begin on the Effective Date and shall end on July 1, 2024, and Consultant shall complete the work described in **<u>Exhibit A</u>** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8.   Consultant shall commence the implementation of the Community Development Software work described in **<u>Exhibit A</u>** no later than 120 days from the Effective Date and shall make commercially reasonable efforts to complete such work one year from the date the work commences. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

1.2   <u>Standard of Performance.</u> Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, CONSULTANT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. CONSULTANT DOES NOT WARRANT THAT ANY SOLUTIONS, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CITY IF THE SOLUTIONS OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN VENDOR PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CITY AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND OR MODIFY CONSULTANT'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.

1.3   <u>Assignment of Personnel.</u> Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4   <u>Time.</u> Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections <u>1.1</u> and <u>1.2</u> above and to satisfy Consultant's obligations hereunder.

<u>Section 2.</u>   <u>COMPENSATION.</u> City hereby agrees to pay Consultant a sum not to exceed four hundred twenty seven thousand two hundred fifty six dollars and fifty six cents ($427,256.00.56), and no more than eighteen thousand dollars ($18,000.00) in reimbursable travel and living expenses as specified under Section 2.6, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit A,** or Consultant's compensation schedule attached as **Exhibit B**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1   <u>First Year Fees.</u> The total first year fees shall be invoiced as follows:

2.1.1   Upon signing of this Agreement – one half of the Total First Year Fees amounting to $74,796 as identified in <u>Exhibit A</u>.

2.1.2   Upon completion of implementation of the Community Development Software or 12 months from the Effective Date, whichever is earlier, the remaining half of the Total First Year Fees amounting to $74,796 as identified in <u>Exhibit A</u>. Implementation is considered to be complete when the City is able to successfully process permits, business licenses, code cases and online transactions, and run reports.

2.2 **Annual Subscription Fee.** City shall pay Consultant an annual subscription fee for licensing, support and maintenance of the Community Development Software ("Annual Service Fee") in the following amounts for Years Two through Five:

- Year 2: $64,421.09
- Year 3: $67,642.15
- Year 4: $71,024.25
- Year 5: $74,575.47

The Annual Service Fee is included in the not to exceed amount specified in Section 2 above.

2.2.1 **Invoicing for Years Two through Five.** Beginning with the Second Year of this Agreement, the Annual Service Fee shall be invoiced on the anniversary of the Effective Date in subsequent calendar year.

2.3 **Optional Services.** Optional Services identified in **Exhibit A** are services beyond those identified in the First Year implementation plan. If the City elects to obtain any Optional Services, the Fees for such Optional Services shall be included in the Annual Service Fee during the term of this Agreement, based on the cost of services performed and reimbursable costs incurred prior to the invoice date. All Optional Services and fees for such Optional Services will be agreed upon in writing by the parties and memorialized as an Amendment to this Agreement prior to the commencement of any such Optional Services.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto and incorporated herein as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses authorized by this Agreement between the City and Consultant are set forth in Exhibit E. Reimbursable expenses shall not exceed $18,000. Expenses not listed in **Exhibit E** are not chargeable to the City. Reimbursable expenses provided under Section 2 of this Agreement shall not be exceeded by Consultant.

2.7 **Payment of Taxes, Tax Withholding.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall

be attached hereto and incorporated herein as **Exhibit C**. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request. .

2.8   **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

2.9   **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

2.10   **Prevailing Wage.** Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, et seq. Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars ($200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each   worker   shall   be   paid   by   the   Consultant   to   each   worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770 1775. The City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

a.   Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

b. Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776."

Section 3.   FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4.   INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit D**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance satisfactory, in all respects, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1   Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 <u>Commercial General and Automobile Liability Insurance.</u>

4.2.1 <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 <u>Minimum scope of coverage.</u> Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 <u>Additional requirements.</u> Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

4.3 <u>Professional Liability Insurance.</u> **WAIVED**

4.3.1 <u>General requirements.</u> Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS ($1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS $150,000 per claim.

4.3.2 <u>Claims-made limitations.</u> The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.

d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers.
All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage.
Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Notice of Reduction in or Cancellation of Coverage.
A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance.
City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the

following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5   <u>Deductibles and Self-Insured Retentions.</u> Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. Further, if the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

4.4.6   <u>Subcontractors.</u> Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7   <u>Wasting Policy.</u> No insurance policy required by Section 4 shall include a "wasting" policy limit.

4.4.8 <u>Variation.</u> The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

4.5 <u>Remedies.</u> In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

a. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

b. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

c. Terminate this Agreement.

<u>Section 5.</u> <u>INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.</u> To the fullest extent permitted by law, Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the

payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

THE CONSULTANT'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CITY ACTUALLY PAID TO THE CONSULTANT IN CONNECTION WITH THIS AGREEMENT FOR THE PRECEDING 12 MONTH PERIOD FROM WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, THE CONSULTANT SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES. IN NO EVENT WILL THE CONSULTANT, VENDOR PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE. CITY ACKNOWLEDGES THAT THE CONSULTANT HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

Section 6.   STATUS OF CONSULTANT.

6.1   **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2   **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7.   LEGAL REQUIREMENTS.

7.1   **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2   **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. **TERMINATION AND MODIFICATION.**

8.1 **Termination.** City may cancel this Agreement without cause upon written notification to Consultant at least 60 days prior to the proposed termination date.

Consultant may cancel this Agreement for cause upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the date of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and

agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3   **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4   **Assignment and Subcontracting.**   City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator. Consultant may assign the Agreement to a parent or subsidiary company after providing the City with notice of such assignment.

8.5   **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6   **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

8.6.1   Immediately terminate the Agreement;

8.6.2   Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3   Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant;

8.6.4   Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work; or

8.6.5   If City requests in writing at least ten (10) days prior to the effective date of expiration or earlier termination of this Agreement, the Consultant shall within sixty (60) days following such expiration or termination, deliver to City in the Consultant's standard

format the then most recent version of City's data maintained by the Consultant, provided that City has at that time paid all fees then outstanding.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS ($10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals. All responses to a Request for Proposals (RFP) or invitation to bid issued by the City become the exclusive property of the City. At such time as the City selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Confidential," "Business Secret" or "Trade Secret."

The City shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret," or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the City, its agents and employees, from any judgment, fines, penalties, and award of attorneys fees awarded against the City in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the City's award of the contract. Consultant agrees that this indemnification survives as long as the trade secret information is in the City's possession, which includes a minimum retention period for such documents.

If Consultant or any of its representatives is compelled by applicable law to disclose any confidential information then, to the extent permitted by law, City shall strive to make reasonable efforts, and prior to such disclosure, to notify the Consultant in writing of such requirement so that they can seek a protective order or other remedy or waive its rights hereunder. If Consultant waives compliance or, after providing the notice and assistance required under this Section, City remains required by law to disclose any confidential information, the City shall disclose only that portion of the confidential information that the City is legally required to disclose. Consultant agrees and understands that the City must comply with the California Public Records Act and such notifications to Consultant shall not hinder the City's ability to comply with applicable laws.

Section 10   MISCELLANEOUS PROVISIONS.

10.1   **Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2   **Venue.**   In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.

10.3   **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4   **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5   **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6   **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7   **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

        Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

        Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et.seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8   **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9   **Contract Administration.** This Agreement shall be administered by Tony Barrera ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10   **Notices.** All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery

to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:
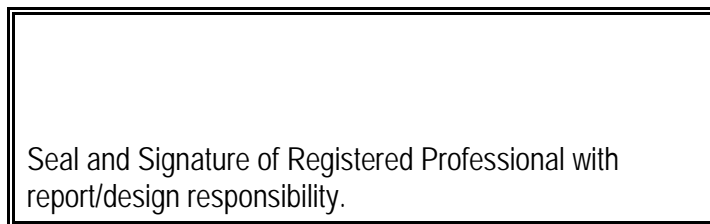
Consultant:

        Contract Manager
        CentralSquare Technologies
        1000 Business Center Drive
        Lake Mary, FL 32746

City:

        City Clerk
        City of South San Francisco
        400 Grand Avenue
        South San Francisco, CA 94080

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

```
┌─────────────────────────────────────────────────┐
│                                                 │
│                                                 │
│                                                 │
│  Seal and Signature of Registered Professional with │
│  report/design responsibility.                  │
└─────────────────────────────────────────────────┘
```

10.12 **Integration.** This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

10.13 **Counterparts.** This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties..

10.14 **Construction.** The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore any construction as against the drafting party shall not apply to this Agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO   SUPERION, LLC

_____   _____
City Manager   NAME:

                                TITLE:

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

3230719.1

EXHIBIT A

SCOPE OF SERVICES

STATEMENT OF WORK

City of South San Francisco, CA

COMMUNITY DEVELOPMENT SOFTWARE UPGRADE

Version 1

Confidential and Proprietary

Statement of Work

TABLE OF CONTENTS

Introduction

This document contains the approach and Statement of Work (SOW) for the definition, configuration, and deployment of the Community Development software and related services solely related to the software modules expressly identified in identified in Quote Number Q-00007476 ("the Quote") between the City of South San Francisco, California (the "Customer") and CentralSquare Technologies ("CentralSquare"). This SOW defines the scope of services agreed upon between CentralSquare and the Customer, as well as establishes responsibilities for each party related to the services furnished following execution of the Quote.

This SOW is intended to be a planning and control document, not the detailed requirements or design of the solution.

Project Assumptions

- CentralSquare will provide services to assist the Customer in upgrading the existing TRAKiT software to CentralSquare's Community Development software solution.
- CentralSquare is implementing a Commercially Available Off-the-Shelf (COTS) solution.
- Customer and CentralSquare will collaboratively finalize the detailed project plan schedule. Any significant or material changes to the project, once the project plan is finalized, will follow the Change Control process as described in this SOW.
- The proposed project services outlined in this SOW include project management, installation, implementation, training, consulting, and other services work necessary for the project as described in this SOW and representing a best good faith estimate based on knowledge at time of the Quote.
- The Customer will form an internal Project Team, including a project manager, and will make their Project Team members available for meetings, consulting and training sessions, discussions and conference calls, and other related project tasks or events upon request by CentralSquare.
- The Customer will provide adequate breakout and conference room space as well as an adequate workspace for each onsite CentralSquare consultant or trainer with access to a wireless network, telephone, and within close proximity to the Customer project team and site.
- Customer will provide adequate training space and computers for training throughout the project. The training rooms will include a CentralSquare-specified number of fully functioning networked computers which meet the required CentralSquare hardware standards. The Customer is responsible for ensuring training facilities are fully prepared for each training sessions. CentralSquare offers additional Technical Support services and can amend this SOW to include them at the customer's request.
- Both the Customer and CentralSquare will furnish resources with appropriate skills and experience to handle the roles and responsibilities outlined in this SOW.
- CentralSquare is not responsible for quality of existing Customer data or for the correction or resolution of data quality issues unless previously agreed upon.
- CentralSquare is not including any custom development in this SOW. If custom development is identified, Customer and CentralSquare will follow our funded development process to determine if the requested work can be completed by CentralSquare.
- Customer understands that some functions/features are different or have been removed from previous versions of TRAKiT.
- Customer will test all normal business processes in the Community Development software application after the training and prior to the final Go Live. CentralSquare will support and troubleshoot issues with the Customer during this testing.

2.0 Scope Overview

The purpose of this project is to upgrade the Customer's current TRAKiT software with a Commercially Available Off-the-Shelf software; CentralSquare's Community Development software modules, to improve the Customer's existing administrative processes to take advantage of industry best practices that best leverage the Community Development software. The project scope is comprised of the software and services identified in the Quote and further described throughout this SOW. Anything not specifically designated in the SOW should be considered out of scope and not part of this project.

2.1 Software Scope

CentralSquare shall provide maintenance service, technical support, and software updates. Covered software does not include hardware, hardware vendor operating systems and/or other system software, Customer developed software, or third-party software.

CentralSquare will provide an upgrade to the Customer's existing TRAKiT software to the Community Development software solution to enhance local government operations through flexibility in automating permitting, managing inspections, regulating land use, and tracking projects. CentralSquare will deliver computer software and database structure for SQL/Server database.

The following checked items outline the software updates associated with the Quote.

Customer's existing TRAKiT Modules	Community Development Enterprise Modules Included	Community Development Add-on Modules Included
☒ PermitTRAK	☒ PermitTRAK	☐ VoiceTRAK IVR
☒ ProjectTRAK	☒ ProjectTRAK	☐ AnalyticsNOW (Cognos)
☒ CodeTRAK	☒ CodeTRAK	☐ Advanced GIS
☒ LicenseTRAK	☒ LicenseTRAK	☐ Bluebeam
☒ LandTRAK	☒ GeoTRAK (formerly LandTRAK)	☒ Fusion
☒ AECTRACK	☒ AECTRAK	☐ My Community App
☐ CRMTRAK	☒ CRMTRAK	
☐ GIS Standard	☒ Basic Analytics and Reports	
☐ Basic Analytics	☒ Citizen Engagement (formerly eTRAKiT)	
☐ iTRAKiT	☒ iTRAKiT	
☒ eTRAKiT		
☐ VoiceTRAK IVR		
☐ GIS Advanced		
☐ Advanced Analytics		
☒ Licensed users – 35	☒ Licensed users – 60	

Note: Although access is provided for all Enterprise modules CentralSquare has not included implementation costs (Installation, Consulting, or Training) for the upgraded CRMTRAK or iTRAKiT modules.

2.2 Services Scope

Project Management and Governance

CentralSquare will provide a Remote Project Manager (RPM) who will manage the project and work closely with the Customer project lead to oversee the project. Throughout the project, the RPM will keep the project organized from the CentralSquare perspective, on schedule and on budget.

Key Responsibilities

CentralSquare:
- Lead Project
- Project Plan and Schedule
- Open Items Log
- Weekly Status Call with Agenda

Customer:
- Attend and participate in project kickoff
- Provide organization schedule for CentralSquare PM to complete project plan
- Participate in weekly call with CentralSquare PM
- Test and validate the system timely to provide feedback in weekly calls

Assumptions:

- The Customer and CentralSquare Project Manager's will coordinate project team members, subject matter experts, and the overall implementation schedule.
- Both CentralSquare and Customer will assign Project Manager's with the requisite skills and leadership authority within the organization to effectively accomplish the goals and complete the scope of the services in this SOW. CentralSquare has include RPM hours to cover a 6-9-month project. If the project runs over the allotted RPM hours the Customer may contract for additional hours.
- Customer will participate in weekly project team calls with CentralSquare's Project Manager.
- Customer is responsible for completing the Go Live checklist no less than 30 days before Go Live to ensure full testing has occurred and the customer organization is ready for Go Live.

The parties agree that the individuals designated in the final Project Schedule are essential to the services offered pursuant to this Quote. To ensure expedient remediation of any issues that may arise during the implementation process, the Customer and CentralSquare will use the following escalation procedure:

- All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager must remain consistent. Regularly scheduled project status meetings maintain open communication between the CentralSquare Project Manager and Customer Project Manager.
- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Program and Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare should escalate challenges to CentralSquare management in the sequence below:

Communication

Project Status Cadence Meetings

Project status cadence meetings, scheduled as determined by the CentralSquare and Customer Project Managers, establish the status of the project; achievements over a defined iterative period, risk mitigation, issue review, and assurance of awareness of upcoming activities. Continuity in the meeting schedule is critical to early intervention of risks and issues.

Project Status and Issues/Risks Reporting

In addition to the regularly scheduled Project Status Meetings, the CentralSquare Project Manager provides two key types of reports as part of the Communication Plan.

- The Project Status Report, distributed to key stakeholders at a frequency to be determined based on the needs of the Customer (typically bi-weekly or monthly), summarizes milestones completed, as well as recent and upcoming project activity.
- The Issues Log, updated continually by the CentralSquare Project Manager, tracks entry and management of project issues identified by CentralSquare or the Customer. Log entries include status updates, action items, and responsibilities of both parties. Risks and issues tracking log adjustments are mutual agreements by the CentralSquare and Customer Project Manager.

The Customer and CentralSquare agree that the individuals designated in the final project plan are essential to the services offered pursuant to this Quote. The Customer and CentralSquare should anticipate challenging issues to arise throughout the implementation process due to the nature and complexity of projects of this type. For expedient remedying of challenging issues, the Customer and CentralSquare will use the following dispute resolution process.

All communication regarding the project directed to CentralSquare's Project Manager and the Customer's Project Manager maintain consistent communication between the parties. Regularly scheduled project status meetings maintain open communication between the CentralSquare and Customer Project Manager.

- All issues or concerns are to be openly and actively discussed between CentralSquare's Project Manager and the Customer's Project Manager prior to any escalation.
- If issues begin to interfere with the progression of the implementation project, the Customer and/or CentralSquare Project Manager should escalate challenges to senior management representatives in the sequence below, as needed:

CentralSquare

Escalation to CentralSquare management is as follows:

Name and Role	Phone	Email
Project Manager		TBD
Michele Leaf, Manager, Project Management Office	530-879-5126	Michele.Leaf@CentralSquare.com
Michael DiOrio, Sr. Director Services	617-999-3471	Michael.DiOrio@CentralSquare.com
Aydin Asli, VP, Professional Services	604-340-1720	Aydin.Asli@CentralSquare.com

Customer

Customer will provide escalation personnel to CentralSquare Project Manager during Kick-Off phase of the project.

Change Requests and Changes to this Statement of Work

The Customer and CentralSquare may request a change to the services outlined in this SOW by following the process outlined in this section.

Either party may request changes in scope. Such a request is honored by the parties only if it becomes a formal Change Order. Customer will work with CentralSquare to document all requested changes in a change request form ("Change Order Form") in the form set forth in Attachment 1.

The change order will provide sufficient detail including the following.

- Detailed description of resources (both Customer and CentralSquare) required to perform the change.
- Specifications if applicable
- Implementation plans
- Schedule for completion
- Verification and approval criteria
- Impact on current milestones and payment schedule
- Additional milestones (if applicable)
- Impact on project goals and objectives
- Price

Either CentralSquare or Customer management may propose a change by submittal of a Change Request to the other party. The other party has five (5) business days (or as mutually agreed upon) to determine whether it agrees to the Change Request. If both parties agree to the Change Request, the change will become a Change Order documented and signed by both parties. If agreement to pursue a Change Order does not occur in five (5) business days of the initiation of the Change Request (or as mutually agreed upon), it is assumed that the Change Request has been rejected and any remaining issues will be identified on the Issues Log and/or follow the above-mentioned dispute resolution process.

Installation

CentralSquare and Customer will conduct the following Installation as part of this project.

Tasks	Name	Description	Customer Role	CentralSquare Role
1.	Installation	Initial Installation of CentralSquare's Community Development software	• Hardware Set Up • Completed Pre-Install Checklist • Attend Discovery Call	• Pre-Install Checklist • Discovery Call • Complete install and data migration
2.	Test Account Creation	Test Account Creation is the creation of the test account which is cloned from the pre-production environment.	• Validate Account	• Create Test Account

Assumptions

- CentralSquare will migrate all Customer data contained within TRAKiT database into the Community

Development database and confirm that primary system functions are available.

- CentralSquare will provide the Community Development software and install it on a local server. Software installation will be done one (1) time.
- Customer will be charged for any moving and/or reinstallation of the software.
- Customer is responsible for the procurement and installation of hardware based upon CentralSquare's Recommended Hardware Specifications.
- Superion will create one (1) Production Account and one (1) Test Account as part of the Agreement. Additional accounts will require additional hours added to the Quote by mutual written agreement at CentralSquare's prevailing rates.
- Initial installation of Community Development is completed into one (1) pre-production environment. All configuration, training, and testing is completed in this environment. Prior to end user training a "testing" environment is created and the data from Pre-Production is copied over. This second environment called "test" is used to train end users and as a sand box for users to learn. Prior to final go live the Pre-Production environment is cleared out of data and the "final conversion" from production is completed. Pre-Production is now considered "production."

Data Migration and Conversion

Customer is upgrading to remain current on the software and to take advantage of added features and functionality available. Customer and CentralSquare agree to work together to review any custom scripts or other custom development used today in the TRAKiT software. Customer and CentralSquare will work to eliminate all custom scripts, stored procedures, and other customizations as part of the migration to the Community Development software. By doing so this will assist in streamlining this and software upgrades in the future.

CentralSquare will migrate the Customer's existing TRAKiT database into the upgraded Community Development data structure. Price includes two (2) conversion routines:

1. The first data migration will occur at the initial delivery for Customer training and testing. Any issues with migrated data must be reported to CentralSquare at the conclusion of the initial testing period, which will be defined by the Project Schedule that will be negotiated by the Customer and the CentralSquare project manager.
2. The second data migration will occur at Go Live. The existing TRAKiT database must be provided to CentralSquare by no later than 9:00 AM EST on the scheduled conversion date.

Any alterations made to the existing TRAKiT database by the Customer during migration will result in additional charges to correct.

Assumptions:
- Customer understands that the data migration is for the existing TRAKiT configuration as provided to CentralSquare on date of install.
- Customer to fully test the system prior to Go Live per the project schedule.
- Customer will be responsible for providing remote network access to CentralSquare.
- Any delays in the project schedule caused by the Customer may result in additional charges.
- The Customer must track any alterations made to their existing production TRAKiT database while testing the upgraded Community Development data structure and apply those changes (as needed) to the upgraded Community Development data structure with the guidance of CentralSquare. Any alterations made to the existing TRAKiT database by the Customer during migration will result in additional charges should CentralSquare need to correct.
- Customer will provide IT support, as requested by CentralSquare, to affect changes to the Customer environment in support of this project.

- Any delays in the negotiated project schedule caused by the Customer may result in additional charges.

Community Development Process Review (CDPR)

Based on the modules currently licensed CentralSquare will provide a CDPR to review current business processes. CentralSquare includes 40 hours for the review and to document the findings and recommendations post BPO. Modules consist of (Permit, Project, Code, and License).

Name	Description	Customer Role	CentralSquare Role
CDPR	Community Development Process Review is a review of current organization business practices and processes within the use of TRAKiT. CentralSquare will make best practice recommendations for business optimization and design to the organization based on best practice uses of Community Development. As part of the CDPR, CentralSquare consultants will review existing business processes with Customer staff. Consultants will facilitate a discussion to review recommendations and options for use of the Community Development software. Additionally, CentralSquare consultants will use government "best practices" in providing improvement options to the Customer. Special focus will be given to reviewing any customizations the Customer has on TRAKiT. The goal of moving to the Community Development modules is to eliminate the current customizations by using the base software. Some of the customizations include scripting and stored procedures.	• Provide Current "As Is" Processes • Provide current customizations • Attend Interview Sessions per Schedule • Review CDPR Recommendations • Signoff on Completed CDPR • Determine Which Recommendations to be Implemented During Project	• Onsite CDPR Interview Sessions • CDPR Findings with Recommendations

Assumption:

- It is CentralSquare and Customers goal to not bring forward any software customizations from their existing TRAKiT to the upgraded Community Development data structure.
- Both parties will make a good faith effort to review customizations and to find a solution in the base TRAKIT software.
- CentralSquare has included services in this agreement should no alternative in the base software be available for CentralSquare to review the customization for adding it to the base software.
- The review of Customers customization will go through CentralSquare's funded development process for evaluation and cost.
- CentralSquare is not making a commitment to add any customizations to the base software.
- Customizations will be evaluated based on the value of adding it to the base software.
- Should CentralSquare agree to move forward with the Customization it will be added to the base software and be included in a main release. This will allow for the customization to become part of the base software and available in future releases.

Consulting and Training

CentralSquare will provide the following consulting and training:

Go Live Support:
CentralSquare will provide consulting support during Go Live and for the immediate days after Go Live.

End Users Training:
CentralSquare will provide training to end users. These are end users in each core functional area. The goal of this training is to train end users on the use of the new functionality of Community Development. This training will take place immediately prior to Go Live.

System Administration Training:
CentralSquare is including system administration training. The goal of this training is to train your Administrators on system maintenance and the Fusion module.

Below is a breakdown of proposed consulting and training hours:

Training and/or Consulting Type	Hours
Go-Live Support	16
End User Training	72
Citizen Engagement Training	8
System Administration Training	8
Fusion Training	20
Total	**124**

Responsibilities

CentralSquare:
- Agendas – One week prior to scheduled session.
- Trip/Distance Learning Log – Within one week of completion of training
- Tracking and updating the project schedule and milestones

Customer:
- Attend Training
- Complete Homework (if applicable)
- Review and Sign Trip/Distance Learning Log
- Development of agency specific End User Guides (if applicable)

Assumptions:

- Training will be conducted either remote (distance learning) or onsite at the Customer's location.
- Provide individual workstations/laptops for each individual to be trained.
- Workstation environment must connect directly to the Customers pre-production database for training.
- Students must be able to attend the full training session.
- Students will have sufficient basic knowledge of Customers current business processes and use of TRAKiT.

- Each class is restricted to 8-12 students max. If additional sessions are required due to more than 12 attendees, Customer will need to contract for additional training hours.

Quality Assurance Testing

CentralSquare provides services for one (1) round of testing review as part of this SOW. The intent of this support is to assist the Customer in resolving any items found during the testing of Community Development. CentralSquare included 8 hours testing support. If additional testing hours are required, Customer will need to contract for additional hours.

Customer agrees and is responsible for completing testing of all aspects of CentralSquare Community Development. This includes but is not limited to the following:

- All business processes including
- Reports
- Security
- Interfaces (if applicable)
- Forms

Responsibilities CentralSquare:

- Support Customer in testing
- Troubleshoot testing issues
- Resolve issues related to testing per support standards

Customer:

- Customer will define testing scenarios specific to Customer operations as needed for testing.
- Customer application owners will participate in testing activities.

Assumptions:

- Customer is expected to start the testing shortly after the training provided by CentralSquare.

Report Development

Customer will have access to CentralSquare's standard reports for Community Development. In addition, CentralSquare has provided the following report development services to convert custom Crystal Reports to CentralSquare Basic Analytics.

Number of Custom Reports	Avg. Hours per report	Total Hours
15	4	60
Total		60

Assumptions:

- The (4) four hours per report is an estimate. It is understood that some reports will take longer and some reports will take less than the 4 hours estimated.
- Any reports which have been created to update the database will not be convert to a new report in Community Development. These reports should be evaluated as part of the CDPR process.
- Customer has provided the correct number of custom reports which need to be converted.
- Customer will provide the list of reports within 10 days of the agreement being executed.

- Additional reports may incur additional fees.

- Customer will test the reports within 5 days of completion and provide feedback to CentralSquare PM and report developer.
- Customer understands that the format/details of the Community Development reports may vary from the TRAKiT reports.

Other Professional Services

1. LicenseTRAK Conversion

CentralSquare has included twenty (20) hours to convert LicenseTRAK to the to the upgraded Community Development's Licensing data structure.

2. Advanced Licensing Process (ALP)

CentralSquare is providing the following services to assist the Customer in automating their license process via use of Community Development's ALP.

Advanced License Processing	Hours
Workflow/ Process Discussion	4
Configuration	24
Training	4
Testing	8
Total	40

Go Live

Go-Live planning starts at least one (1) month prior to the scheduled Go-Live. CentralSquare Customer will prepare a plan to delineate responsibilities, timelines for Go-Live tasks, and a communications plan specific to the Go-Live activities.

Responsibilities

CentralSquare:

- Complete final data migration from production
- Create test account after Go Live
- Support Customer during Go Live and for the immediate days after Go Live
- Assist in resolving issues as necessary

Customer:

- Train Customer End Users if required
- Complete final Go Live discovery call with CentralSquare technician
- Complete data validation after final Go Live data migration

Project Closeout

The CentralSquare Project Manager will conduct a project closeout call with the Customer and the CentralSquare assigned Customer Success Manager. The project closeout will include a report summarizing the project and any remaining open issues. This should be no later than 30 days after Go-Live

.

The report will include the following:
- Overall Summary of the project
- Summary of project budget
- Remaining tasks, training, or other deliverables (if applicable)
- Future implementation plans (if applicable)
- CentralSquare recommendations for future application features (if applicable)
- CentralSquare follow-up

Roles and Responsibilities

CentralSquare:
- CentralSquare will deliver a draft report to Customer
- Conduct closeout call with Customer Success Manager

Customer:
- Customer will review draft report from CentralSquare and provide comment
- Sign final report
- Participate in closeout call with CentralSquare

Attachment 1 - Change Order Form

CUSTOMER CHANGE ORDER FORM

The following form is to be used when a change has been requested to the contract or statement of work. The following will be prepared by the CentralSquare Technologies Project Manager and sent to the Customer for signatures. Completed form will be forwarded to CentralSquare Technologies Accounting. If required, an amendment will be drafted through Contract Services for delivery to Customer.

Contract Change Request			

Customer:
 	
CentralSquare Technologies Project Manager:
 	
CentralSquare Technologies Account Executive:
		Customer Contact:
		  Name
		  Title
		  Address
		  Email
		  Phone
		  Fax	

PRODUCTS/SERVICES DELETED:
The following have been requested to be terminated or deleted. An amendment will be required.

Qty	Item #	CentralSquare Technologies Applications, Hardware, 3rd Party Software, Services	Agreement/Quote #	Reason for Request	Date

PRODUCTS /SERVICES ADDED:
The following have been requested to be added: (please include Quote showing descriptions, pricing). An Amendment, Add-Quote or Supplement will be required.

Qty	Item #	CentralSquare Technologies Applications, Hardware, 3rd Party Software, Services	Agreement/Quote #	Reason for Request	Date

ALL CREDITS WILL BE APPLIED TO FUTURE LICENSED PROGRAMS ONLY.

For CentralSquare Technologies Finance Use Only: Finance Amendment Information Form (To be completed by Accounting for approvals)

Qty	Licensed Program(s)/ Services:	Billed	Paid	Recognized	Revenue Impact	Finance Contact

ADDITIONAL COMMENTS:			
CentralSquare Technologies Approval			
	Director of Services	**Accounting**	**Contracts Services**

Authorization:			
This Change Order is considered valid once both parties have signed this document. Its effective date shall be the most recent date of the two signatures.			
Customer Authorized Signature			
CentralSquare Technologies Project Manager			
	Printed Name	**Signature**	**Date**

Community Development: Fusion

Community Development has multiple integration options. In order to make it easy to both find and access these integrations, Superion is providing these when you subscribe to CentralSquare Fusion. Fusion facilitates the connection and communication between third-party software and Superion applications, such as Community Development, via REST-based Web services. With our Fusion products, clients can share data between Community Development and third-party or internally developed products.

When you purchase Fusion you will receive your own dedicated install and URL along with API keys that must be passed in to the service calls for the services to work. As a Fusion subscriber, you will have your own keys which can be shared with vendors you want to work with.

Additional vendors can be added through the Fusion Certified Integrators program. This helps users of our software to identify trusted, compliant third-party products that help to extend the functionality of their investment. The Fusion Certified Integrators program is designed to:
- Recruit and support high-quality vendors that provide complementary functionality to CentralSquare's core product lines
- Improve the overall quality and breadth of solutions offered to CentralSquare customers
- Help build successful relationships among customers, solution providers, and CentralSquare

NOTE: CentralSquare is in the process of making the integrations below available directly from Fusion and contacting supported vendors to become Fusion certified. In the interim, CentralSquare may provide alternate access methods to integrations included with the Fusion subscription until that process is complete.

The following is a list of available Community Development integrations provided with a Fusion subscription:
- Payment processing: Online
  - Allows for online payments from the Citizen Engagement module.
- Payment processing - OTC
  - The Over-The-Counter integration allows integration with over-the-counter style payments from customers.
- Finance API
  - Allows 3rd-party applications to access TRAKiT's fee details and post results directly into TRAKiT.
- Cash drawer:
  - Provides an integration with a 3rd party cash drawer application as a supported payment method. When a payment is made in TRAKiT a signal will be sent to the cash drawer to open it.
- Signature pad

- o Allows the ability to collect signatures electronically for permit forms. This eliminates the need to retain the signed paper copy, while keeping the signature on the printed copy for the applicant.
- MyCommunity
  - o Provides an integration to the MyCommunity app. MyCommunity allows constituents to report issues, view news, or peruse the agency's calendar from an independent, agency-specific, mobile app.
- Electronic Plan Review:
  - o Provides the ability to integrate with Electronic Plan View applications to support integrated workflows.
- Document Management
  - o Provides the ability to easily transfer documents to a 3rd part document management system for long term storage and archival.
- CRM Integration
  - o Provides a common integration used by 3rd party tools or plug-ins to create CRM issues in existing Community Development clients.
- IVR
  - o The integration provided is the ability to read and manipulate data in PermitTRAK. This specifically covers inspection data for scheduling, cancelling, and inputting results and key permit data, including permit status and permit address.
- MyBuildingPermits
  - o Provides a real-time integration with the eCustomerGovAlliance web portal MyBuildingPermit.com. This allows for the creations of permits and projects, links to land records, the creation of fees, contacts, and valuations, and the scheduling of inspections.
- State Licensing Board:
  - o Allows the Community Development application to integrate with the Contractor State Licensing Board website in California (www.cslb.ca.gov) in a real-time capacity. This integration for California clients removes the manual steps to verify contractor information and increase efficiency in processing permits.

Last Update: October 2018

Technical Specifications

We recommend the following technical specifications to operate the Community Development solution software and interfaces. Their flexibility allows for system growth and the demands of various departments. The customer may also choose to eliminate unnecessary hardware expenditures and have Community Development managed in a virtualized server environment.

Client Hardware and Software Details

Database Server

Component	Requirement
Operating System and Database Server	Microsoft Windows Server 2012 R2 and above; Microsoft SQL Server 2012, 2014 or 2016
CPU	2 GHz, Intel Xeon E5 (4 cores)
RAM	16 GB+
Hard Drive	100 GB+ data space

Application Server

Component	Requirement
Operating System	Microsoft Windows Server 2012 R2 and above
CPU	2 GHz, Intel Xeon E5 (4 cores)
RAM	16 GB+
Hard Drive	100 GB+ data space
Microsoft Additions	.NET Framework 4.6.1 installed
Microsoft Web Server	Microsoft IIS 7.x and above
Security	Client provided certificate for Community Development use of HTTPS

Network

Component	Requirement
Network Protocol	TCP/IP
CPU Minimum Speed	100 MBps minimum / 1 GB Ethernet recommended
PC/Laptops	Microsoft Windows 10; Internet Explorer 11

User Workstations

Component	Requirement
Operating System	Microsoft Windows 10
CPU	2 GHz+
RAM	4 GB
Hard Drive	10 GB
Web Browsers	Internet Explorer 11, Microsoft Edge, Google Chrome

Remote Users

Mobile Units

Component	Requirement
Tablets	iPads that support the two most current versions of iOS
Synchronization	4 GB
Hard Drive	Wireless Access
Storage (iPad)	64 GB+

Online Citizen Access

Citizen Engagement

Component	Requirement
Server	Windows 2012 R2 64-bit Server Standard or Windows 2016 R2 64-bit Server Standard Cloud only deployment
CPU	2.4GHz Processor Dual core
RAM	16 GB+
Web Browsers	Internet Explorer 11, Microsoft Edge, Safari 3.0 and above, Google Chrome
Architecture	Java, Tomcat, JavaScript

Third-Party Software Integration

CentralSquare can provide custom integration between Community Development and other third-party applications; costs are determined on a per-case basis. Community Development currently communicates with these third-party applications:

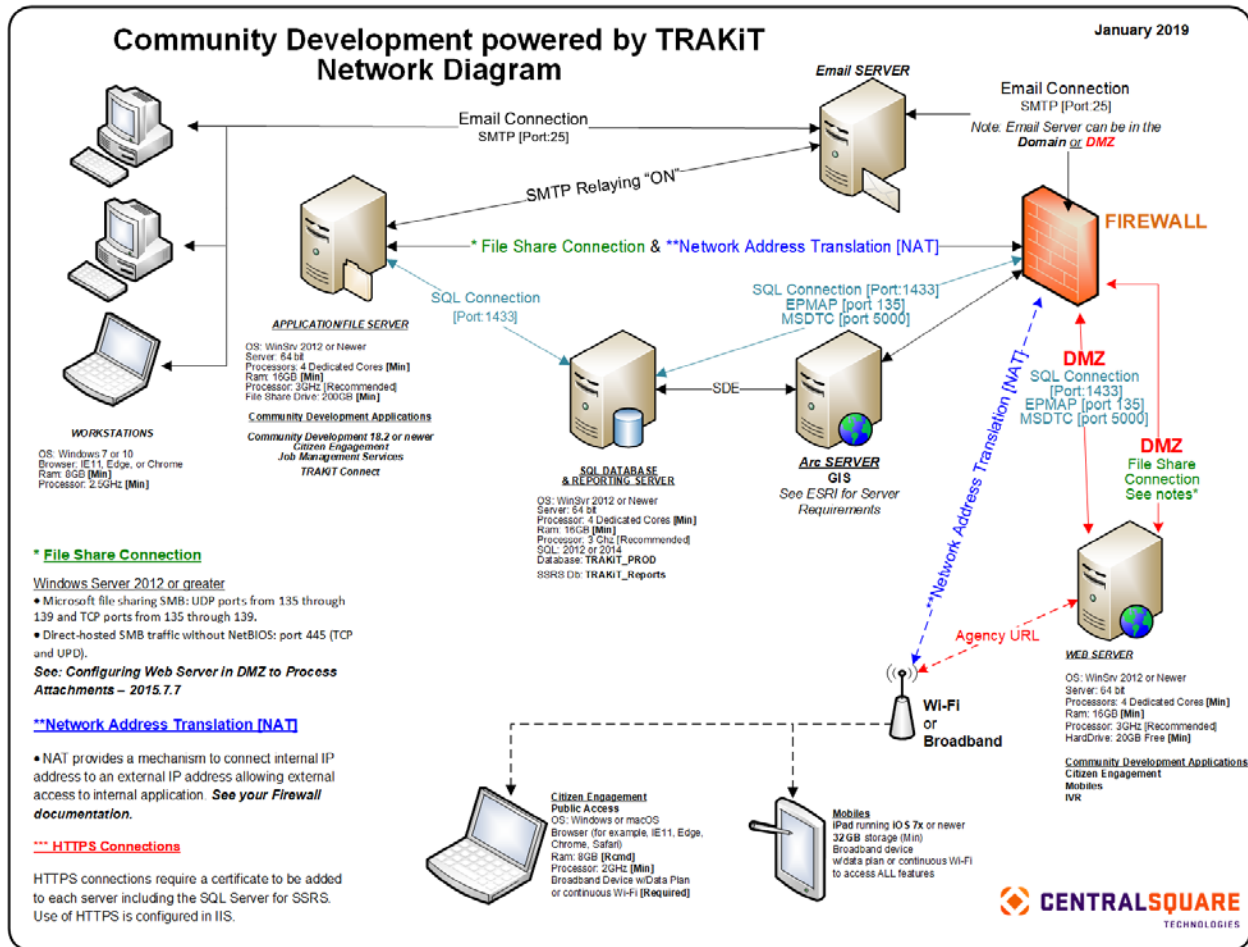| Feature	Third-Party Applications
Plan Markup	Bluebeam Revu
Report Writing	SQL Server Reporting Services (SSRS)
GIS	Esri ArcGIS Server 10.1 and above; Esri ArcGIS Online
Office Applications	Microsoft Office 2010 or later; Microsoft Office 365
Document Management	Laserfiche; EMC AppExtender, RM Console

Standard Network Diagram

EXHIBIT B

COMPENSATION SCHEDULE

Superion, a CentralSquare Company

Exhibit B - Add-On Quote

Quote Number: Q-00007476

Quote Prepared For:

Tony Barrera, IT Manager
City of South San Francisco
400 Grand Avenue
SOUTH SAN FRANCISCO, CA, 94083
(650) 829-3914

Quote Prepared By:

Tracy Bierman, Account Executive - Install
Superion
1000 Business Center Drive
Lake Mary, FL 32746
Phone: (407) 304-4510 Fax:
tracy.bierman@centralsquare.com

Date: 04/15/19

Subscription Fees

Product Name	Quantity	Subscription Fee
Superion Community Development Premise Enterprise	60	78,000.00
Superion Fusion Subscription Premise	1	3,000.00
Total		**81,000.00**

Professional Services Installation & Configuration

Product Name	Amount
Superion Community Development Installation	2,100.00
Citizen Engagement	2,100.00
Superion Fusion Subscription Services	1,400.00
Total	**5,600.00**

Development & Conversion

Product Name	Amount
TRAKiT DB 2x, LT Conversion	12,000.00
Superion Community Development Geo Update Routine	6,000.00
Custom Report Conversion	12,000.00
Superion Fusion Subscription Services	3,000.00
Total	**33,000.00**

Consulting

Product Name	Amount
Superion Community Development Consulting	7,040.00
Superion Public Administration-High Level Consulting Fee	9,000.00
Total	**16,040.00**

Training

Product Name	Amount
Superion Community Development Training	16,000.00
Citizen Engagement	1,280.00
Superion Fusion Subscription Services	3,200.00
Total	**20,480.00**

Project Management

Product Name	Amount
Superion Community Development Project Management	8,000.00
Superion Community Development Geo Update Routine	3,200.00
Superion Community Development Project Management	1,280.00
Superion Fusion Subscription Services	640.00
Total	**13,120.00**
Total Professional Services	**88,240.00**

Summary

Product/Service	Amount	
Subscription Fees	81,000.00	
Professional Services	88,240.00	
Subtotal	**169,240.00**	USD
License/Subscription Fee Discounts	19,646.58	USD
Total	**149,593.42**	USD

Annual Subscription Fees 5% increase per year:

Year 2: $64,421.09
Year 3: $67,642.15
Year 4: $71,024.25
Year 5: $74,575.47

EXHIBIT C

FORM 590

CALIFORNIA FORM

2019 Withholding Exemption Certificate 590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name

City of South San Francisco

Payee Information

Name

Superion, LLC

☐ SSN or ITIN ☑ FEIN ☐ CA Corp no. ☐ CA SOS file no.

8 1 - 4 6 9 2 3 4 7

Address (apt./ste., room, PO box, or PMB no.)

1000 Business Center Drive

City (If you have a foreign address, see instructions.)

Lake Mary

State | ZIP code

F L | 3 2 7 4 6 −

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**
   I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**
   The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☑ **Partnerships or Limited Liability Companies (LLCs):**
   The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**
   The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
   The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**
   At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**
   I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**
   I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov/forms and search for 1131. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title   Lorna Pierce, Tax Director
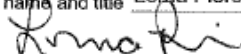
Telephone ((407))304-3235

Payee's signature ▶

Date   4/24/2019

7061193

Form 590   2018

EXHIBIT D

INSURANCE CERTIFICATES

At all times the Consultant shall adhere to the following when incurring travel expenses and submitting receipts to the City for reimbursement pursuant to Section 2 of the Agreement:

AIR TRAVEL – The least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, the Consultant shall provide City with a receipt of completed travel for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the City, reimbursement will follow the current IRS approved mileage rate for all local trips.

LODGING – Consultant shall use the most reasonable accommodations possible, dependent on the City. All food items, movies, and phone/internet charges are not reimbursable.

RENTAL CAR – Compact or Intermediate cars will be required unless there are three or more employees of the Consultant sharing a car in which case the use of a full size car is authorized. Gas is reimbursable, pre-paid gas purchases are not authorized, and all rental cars are to be returned with a full tank of gas. Receipts for car rental and gas purchases shall be submitted to the City. The Consultant shall decline all rental car insurance offered by the car rental agency as Consultant's staff members will be covered under the Consultant's auto insurance policy. Fines for traffic violations are not reimbursable expenses.

OTHER TRANSPORTATION – Consultant's staff members must use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle). Airport taxi or mileage for Consultant employee's personal vehicle are reimbursable if necessary. Receipts for taxi, shuttle, uber or similar shall be submitted to the City.

OTHER BUSINESS EXPENSES – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling the City are reimbursable. Tipping and laundry are not reimbursable. Receipts shall be provided to City for all of the aforementioned items.

MEALS – City shall pay no more than $_25.00_ per meal incurred by Consultant's employees or staff.