



AGENDA REPORT

Meeting Date: July 7, 2011
Item Number: F-16
To: Honorable Mayor & City Council
From: David Schirmer, Chief Information Officer
Subject: APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS; AND

AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$51,392 TO ESRI FOR THE CONSULTING SERVICES

Attachments: 1. Agreement

RECOMMENDATION

Staff recommends that the City Council approve an Agreement between the City of Beverly Hills and Environmental Systems Research Institute, Inc. (ESRI) for information technology consulting services related to the City's enterprise geographic information systems (GIS), and authorize a purchase order in an amount not to exceed \$51,392 for the services.

INTRODUCTION

ESRI is the industry leader in locational sciences and geographic information systems software and for the provision of professional services related to locational sciences and GIS development. Additionally, ESRI holds numerous federal, state and local government contracts for GIS-related professional services.

Based on the expertise of ESRI, the City has partnered with this consultant to further develop the City's existing enterprise GIS, and to facilitate integration with citywide systems. Expansion of enterprise GIS is part of the City's work plan for eGov services, as well as a part of the City's Strategic Plan.

DISCUSSION

As part of the fiscal year 11-12 work plans, IT will be expanding eGov initiatives by developing and enhancing web applications for the City's intranet and internet sites. This Agreement with ESRI will provide consulting services to assist the City with further development, enhancement, expansion, and integration of GIS services. This includes ArcGIS API for flex application development, application code review and best practices technology transfer on web mapping application development and related ArcGIS software.

Planned projects include:

- Enhancement of the Virtual Beverly Hills geospatial applications to meet new customer requests and implement recent technologies. The applications are used for efficiently integrating, mapping and analyzing information by emergency management, public safety, City operations and the public.
- Ad hoc consulting related to the City's enterprise GIS infrastructure, including the City's centralized geographic database. This also includes leveraging recent technologies developed by ESRI and troubleshooting issues encountered by staff working on projects.
- Explore and test new approaches to delivering GIS services via crowdsourcing and mobile technologies.

FISCAL IMPACT

This purchase is pursuant to GSA contract #GS-385F-5086H, valid through March 10, 2013 for general purpose commercial information technology equipment, software, and services. The total not-to-exceed cost is \$51,392. Funds for this purchase are budgeted and available in Information Technology's eGov capital improvement account.

Funds for this project are provided as follows:

Budget Unit	Account #	Description of Fund Source/Account #	Amount
31410334	85060	CIP Other	\$51,392.00
Total:			\$51,392.00

Noel Marquis
Finance Approval



David Schirmer
Approved By



Attachment 1

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

NAME OF CONSULTANT: Environmental Systems Research Institute, Inc. (ESRI)

RESPONSIBLE PRINCIPAL OF CONSULTANT: Tanuka Bhowmick, Sr., Program Manager

CONSULTANT'S ADDRESS: 380 New York Street
Redlands, CA 92373-8100
Attention: Tanuka Bhowmick

CITY'S ADDRESS: City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attention: David Schirmer
Chief Information Officer

COMMENCEMENT DATE: July 1, 2011

TERMINATION DATE: June 30, 2012

CONSIDERATION: Not to exceed \$51,392 as more fully described in Exhibit B

AGREEMENT BETWEEN THE CITY OF BEVERLY HILLS AND ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (ESRI) FOR INFORMATION TECHNOLOGY CONSULTING SERVICES RELATED TO THE CITY'S ENTERPRISE GIS SYSTEM

THIS AGREEMENT is made by and between the City of Beverly Hills (hereinafter called "CITY"), and Environmental Systems Research Institute, Inc. (ESRI) (hereinafter called "CONSULTANT").

RECITALS

A. CITY desires to have certain services provided as set forth in Exhibit A (the "Scope of Work"), attached hereto and incorporated herein.

B. CONSULTANT represents that it is qualified and able to perform the Scope of Work.

NOW, THEREFORE, the parties agree as follows:

Section 1. Scope of Work. CONSULTANT shall perform the Scope of Work described in Exhibit A in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Section 2. Term of Agreement. This Agreement shall commence on July 1, 2011 and shall terminate on June 30, 2012.

Section 3. Time of Performance. CONSULTANT shall commence its services under this Agreement upon receipt of a written notice to proceed from CITY or in accordance with a mutually agreed upon project schedule and shall terminate on the Termination Date set forth above, unless sooner terminated pursuant to Section 14 of this Agreement.

Section 4. Compensation.

(a) City agrees to compensate CONSULTANT, and CONSULTANT agrees to accept in full satisfaction for the services required by this Agreement the Consideration more particularly described in Exhibit B, attached hereto and incorporated herein by this reference. Said Consideration shall constitute reimbursement of CONSULTANT's fee for the services as well as the actual cost of any equipment, materials, and supplies necessary to provide the services (including all labor, materials, delivery, tax, assembly, and installation, as applicable).

(b) CONSULTANT shall be entitled to reimbursement only for those expenses expressly set forth in Exhibit B. Any expenses incurred by CONSULTANT which are not expressly authorized by this Agreement will not be reimbursed by CITY.

(c) City may submit a request to CONSULTANT to perform additional services not included in the Scope of Services. Such requests for additional services shall be made by City in writing and agreed upon by both parties in writing.

Section 5. Method of Payment. Unless otherwise provided for herein, CONSULTANT shall submit to City a detailed invoice (as is further described in Exhibit B), on a monthly basis or less frequently, for the services performed pursuant to this Agreement during the previous 30-day period. Monthly invoices for services shall be calculated on the basis of actual hours expended during the previous month, multiplied by the appropriate labor rate, plus other direct burdened costs.

Section 6. Independent Contractor. CONSULTANT is and shall at all times remain, as to CITY, a wholly independent CONSULTANT. Neither CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's employees, except as herein set forth. CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

Section 7. Assignment. This Agreement shall not be assigned in whole or in part, by CONSULTANT without the prior written approval of CITY. Any attempt by CONSULTANT to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

Section 8. Responsible Principal(s).

(a) CONSULTANT's Responsible Principal set forth above shall be principally responsible for CONSULTANT's obligations under this Agreement and shall serve as principal liaison between CITY and CONSULTANT. Designation of another Responsible by CONSULTANT shall not be made without prior written consent of CITY.

(b) CITY's Responsible Principal shall be the City Manager or his designee set forth above who shall administer the terms of the Agreement on behalf of CITY.

Section 9. Personnel. CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's Scope of Work under this Agreement. All personnel engaged in the work shall be qualified to perform such Scope of Work.

Section 10. Permits and Licenses. CONSULTANT shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement, including a business license.

Section 11. Interests of Consultant. CONSULTANT affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the Scope of Work contemplated by this Agreement. No person having any such interest shall be employed by or be associated with CONSULTANT.

Section 12. Insurance.

(a) CONSULTANT shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(1) A policy or policies of Comprehensive General Liability Insurance, with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by CONSULTANT.

(2) A policy or policies of Comprehensive Vehicle Liability insurance covering personal injury and property damage, with minimum limits of One Million Dollars

(\$1,000,000) per occurrence combined single limit, covering any vehicle utilized by CONSULTANT in performing the Scope of Work required by this Agreement.

(3) A policy or policies of Professional Liability Insurance (errors and omissions) with minimum limits of One Million Dollars (\$1,000,000) per claim and in the aggregate. Any deductibles or self-insured retentions attached to such policy or policies must be declared to and be approved by CITY. Further, CONSULTANT agrees to maintain in full force and effect such insurance for one year after performance of work under this Agreement is completed.

(4) Workers' compensation as required by the state of California.

(b) CONSULTANT shall require each of its sub-consultants to maintain insurance coverage which meets all of the requirements of this Agreement.

(c) The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least a B+;VII in the latest edition of Best's Insurance Guide.

(d) CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CITY may immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

(e) At all times during the term of this Agreement, CONSULTANT shall maintain on file with the City Clerk a certificate or certificates of insurance on the form set forth in Exhibit C, attached hereto and incorporated herein, showing that the aforesaid policies are in effect in the required amounts. CONSULTANT shall, prior to commencement of work under this Agreement, file with the City Clerk such certificate or certificates. The general liability and auto liability shall contain an endorsement naming the CITY as an additional insured. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days prior written notice to CITY, and specifically stating that the coverage contained in the policies affords insurance pursuant to the terms and conditions as set forth in this Agreement.

(f) The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The policies of insurance required by this Agreement shall include provisions for waiver of subrogation.

(g) Any deductibles or self-insured retentions must be declared to and approved by CITY.

Section 13. Indemnification. General Indemnity. CONSULTANT agrees to indemnify, hold harmless and defend the City of Beverly Hills, the City Council and each member thereof, and every officer, employee and agent of the City, (collectively the "Indemnified Parties") from and against any and all damages, losses, liabilities, claims, judgments and settlements, including all reasonable costs, expenses and attorneys fees) arising out of any action or claim for bodily injury, death or property damage (except for databases not subject to a reasonable backup program) brought against any of the Indemnified Parties to the extent arising from any negligent act or omission or willful misconduct by CONSULTANT, its subcontractors or their respective directors, officers, employees, or agents.

Section 14. Termination.

(a) Termination for Cause. Either party may terminate this Agreement immediately upon written notice to the other party in the event that one or more of the following occur:

(i) Either party becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;

(ii) A trustee or receiver is appointed for any or all of either party's assets;

(iii) Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against either party;

(iv) Either party is dissolved or liquidated;

(v) Either party defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;

(vi) Either party breaches any provision of this Agreement and there is no possibility of cure;

(vii) There is any (1) Material change in the management or control of either party, (2) Transfer of any substantial part of either party's business; or (3) Bulk transfer by either party pursuant to the Uniform Commercial Code or similar law.

(b) Upon termination of this Agreement:

(i) In the event of termination pursuant to Subsections v–vii of Subsection (a) of this Section, the due dates of all invoices for amounts owed by the CITY to CONSULTANT shall be accelerated automatically so that such amounts become due and payable on the effective date of termination, regardless of the payment term provisions set forth in this Agreement.

(ii) Except where a provision specifically provides otherwise, any cause of action or claim of one party accrued to or to accrue because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit their complete fulfillment or discharge.

(c) Termination for Convenience. City may terminate this Agreement at any time on fifteen (15) days written notice to CONSULTANT and upon payment to CONSULTANT for all amounts due to date, including the prorated contract price for all services performed by CONSULTANT, in an amount to be determined as follows: For work done in accordance with all of the terms and provisions of this Agreement, CONSULTANT shall be paid an amount equal to the amount of services performed prior to the effective date of termination or cancellation; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would be paid CONSULTANT for the full performance of the services required by this Agreement.

(d) Obligations upon Termination. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Sections 12, 15, 1, 25, 27 and 28 of this Agreement shall survive termination.

Section 15. City's Responsibility. CITY shall provide CONSULTANT with all pertinent data, documents, and other requested information as is available for the proper performance of CONSULTANT's Scope of Work. CITY shall: (i) communicate needs and priorities to CONSULTANT; (ii) provide the appropriate staff to work with CONSULTANT; and (iii) provide CONSULTANT with access to the application, data, and source code, as necessary.

Section 16. Work Product. Except as specifically granted in this Agreement, CONSULTANT or its licensors own and retain all right, title, and interest in any tangible output produced as a result of the services provided by CONSULTANT under this Agreement ("Services Output"). Subject to the terms and conditions set forth in this Agreement, CONSULTANT hereby grants to City a nonexclusive, royalty-free, worldwide license to use, modify, and/or reproduce the Services Output in connection with City's authorized use of the CONSULTANT's commercial off the shelf software. This section shall survive termination of this Agreement.

Section 17. Information and Documents. Except as otherwise provided for in this Agreement, all data, information, documents and drawings prepared for CITY and required to be furnished to CITY in connection with this Agreement shall become the property of CITY, and CITY may use all or any portion of the work submitted by CONSULTANT and compensated by CITY pursuant to this Agreement as CITY deems appropriate.

Section 18. Records and Inspections. CONSULTANT shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of 2 year(s). CITY shall have access, without charge, during normal business hours to such records, and the right to examine and audit the same. This right to audit excludes profit, overhead, general and administrative costs of CONSULTANT.

Section 19. Confidentiality and Non-Disclosure.

(a) CITY's Confidential Information. Pursuant to the terms of this Agreement, CITY may provide CONSULTANT with certain information, and/or access to certain information including public safety information which was or will be obtained by the CITY pursuant to a License Agreement with a third party, or which is the proprietary information of the CITY, or which is not publicly known (the "Information"). CONSULTANT, its employees, agents, representatives, contractors and subcontractors shall hold the Information which at the time of disclosure is identified as being confidential and confirmed in writing as "Confidential," private and confidential, and shall not:

(i) Use the Information, nor cause the Information to be used for any purpose other than in performance of its duties to the CITY,

(ii) Participate in the wrongful use, illegal use, or unauthorized disclosure of the Information, or

(iii) Sell, release, free trade, assign, or provide access to the Information, directly or indirectly, to third parties. This provision survives termination of CONSULTANT's duties to the CITY.

(b) CONSULTANT's Confidential Information. Except research and analysis documentation prepared by CONSULTANT for CITY, and unless otherwise agreed in writing, the deliverables are CONSULTANT confidential and CITY shall preserve and protect their confidentiality. Insofar as its rights may be legally restricted, the CITY agrees not to reverse engineer or decompile deliverables delivered only in object code, executable code, or formats

subject to similar or greater means of access control (collectively, "Secure Formats"). For deliverables delivered in source code or other human-readable formats, CITY shall have met its obligations under this Section if its disclosure of deliverables is limited to deliverables in Secure Formats, provided that the means for reverse engineering, decompiling, or disassembling such deliverables is withheld from disclosure, and the person or entity in receipt of such deliverables similarly agrees not to perform such acts or allow others to do so. CITY shall not disclose the deliverables to employees or third parties without advance written consent of CONSULTANT. However, CITY may, without such consent, make such disclosures to employees as are reasonably required for CITY's authorized use of the deliverables, provided that such disclosure is strictly limited to the portions of the deliverables needed for that purpose.

(c) Exclusions to Confidentiality. Neither party shall have any obligations to protect any information in this Section if:

- (i) The party was in possession of the information before receipt from the disclosing party.
- (ii) The information is or becomes a matter of public knowledge through no fault of the recipient.
- (iii) The information is rightfully disclosed by a third party without a duty of confidentiality;
- (iv) The information is disclosed by discloser to a third party without a duty of confidentiality;
- (v) The information is individually developed by a party; or
- (vi) The information is required to be disclosed by operation of law.

The disclosures permitted under the preceding paragraph shall not relieve CITY of its obligation to maintain the deliverables in confidence and comply with all applicable laws and regulations of the United States including, without limitation, its export control laws.

(d) Notwithstanding, CONSULTANT acknowledges that CITY is subject to the California Public Records Act (the "Act") and that some or all of the deliverables (collectively "information") provided by CONSULTANT may be disclosable thereunder. In the event a public records act request for CONSULTANT's information is received, CITY shall use its best efforts to provide CONSULTANT with written or verbal notice of such request, prior to compliance. However, nothing herein shall prevent CITY from complying with the requirements of the Act. In the event CITY determines that any documents containing CONSULTANT's information are not disclosable, and litigation is commenced to compel production of such documents, CONSULTANT agrees to defend and indemnify CITY, with counsel of CITY's choice, as to any claims, liabilities, costs, and/or judgments that may be incurred by CITY as a result of such litigation. The provisions of this section shall survive the expiration or termination of this Agreement for any reason.

Section 20. Changes in the Scope of Work. The CITY shall have the right to request, in writing, changes in the scope of work or the services to be performed. If the parties approve such changes to the scope of work, and such changes cause an increase or decrease in the cost or time required to provide a service under the Scope of Work (regardless of whether the service itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

Section 21. Notice. Any notices, bills, invoices, etc. required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving party's regular business hours or by facsimile before or during the receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid to the addresses set forth above, or to such other addresses as the parties may, from time to time, designate in writing pursuant to this section.

Section 22. Attorney's Fees. In the event that either party commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

Section 23. Entire Agreement. This Agreement represents the entire integrated agreement between CITY and CONSULTANT, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both CITY and CONSULTANT.

Section 24. Governing Law. The interpretation and implementation of this Agreement shall be governed by the domestic law of the State of California.

Section 25. City Not Obligated to Third Parties. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

Section 26. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the application thereof to any other person or entity, and the same shall remain in full force and effect.

Section 27. Required Corrections and Limited Warranty.

(a) Time and Materials Scopes of Work

(i). Limited Warranty. CONSULTANT warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, CITY may require CONSULTANT to reperform the Services, at no additional cost to the CITY, which do not substantially conform to such standards. Any tangible output produced as a result of the Services provided by CONSULTANT under this Agreement is provided "AS IS" without warranty of any kind.

(ii). Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION (a)(i) OF THIS SECTION, CONSULTANT DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) Map Data Disclaimer. CONSULTANT DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY CITY OR CONSULTANT, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY CONSULTANT OR ITS VENDORS, CONSULTANT BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET CITY'S NEEDS

OR EXPECTATIONS. CONSULTANT IS NOT INVITING RELIANCE ON MAP DATA, AND CITY SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.”

Section 28. Limitation of Liability. In no event shall CONSULTANT be liable to CITY for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or related to, this Agreement, even if it has been advised of the possibility of such damages. CONSULTANT’S liability for direct damages shall in no event exceed the amount actually paid by the CITY for the portion of the professional services involved.

Section 29. Nonhire of Consultant Personnel. It is hereby mutually agreed that CITY will not solicit for hire any employee(s) of CONSULTANT’S technical staff, who is (are) associated with efforts called for under this effort, for a period of one (1) year thereafter. In the event the foregoing provision is breached, liquidated damages equal to twelve (12) months of the employee’s compensation plus any legal expenses associated with the enforcement of this provision shall be paid by the CITY to CONSULTANT.

Section 30. Taxes. Services provided are quoted exclusive of all state; local; value-added or other taxes, customs, or duties; or other charges (other than income taxes payable by CONSULTANT). In the event such taxes and/or charges become applicable to CONSULTANT’S services, applications, or data, CITY shall pay any such applicable tax upon receipt of written notice that such tax(es) is/are due.

Section 31. UCC Inapplicability. Services provided hereunder will not be governed by the Uniform Commercial Code (UCC) and will not be deemed “goods” within the definition of the UCC.

EXECUTED the _____ day of _____, 2011, at Beverly Hills, California.

CITY OF BEVERLY HILLS
A Municipal Corporation

BARRY BRUCKER
Mayor of the City of
Beverly Hills, California

ATTEST:

BYRON POPE
City Clerk

CONSULTANT: ENVIRONMENTAL
SYSTEMS RESEARCH INSTITUTE, INC.
(ESRI)

Sheron Bealer, Director, Contracts
and Legal Services


21 June 2011

Chris Johnson, Manager, Commercial
& Government Contracts


21 June 2011

APPROVED AS TO FORM:



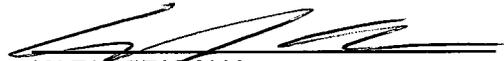
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

JEFFREY KOLIN
City Manager



DAVID SCHIRMER
Chief Information Officer



KARL KIRKMAN
Risk Manager

EXHIBIT A

SCOPE OF WORK

CONSULTANT shall provide CITY up to 185 hours of remote ArcGIS consulting services, which shall include assisting CITY with ArcGIS API for flex application development support, application code review, and best practices technology transfer on web mapping application development and related ArcGIS software topics ("Services"). CONSULTANT shall provide and support the Services remotely from CONSULTANT's offices. In conducting the Services, CONSULTANT shall work with direction from CITY's technical staff and management and shall be provided to CITY on an mutually agreed basis as directed by the CITY in the manner set forth herein. .

Prior to providing Services under this Agreement, CITY shall request and CONSULTANT shall provide CITY with a written scope of work and price for requested Services ("Proposal"). The City shall review and approve in writing such Proposal prior to the commencement of work. Upon approval, such Proposal shall be incorporated herein as if set forth in full and the services provided thereunder such Proposal shall be subject to the terms and conditions of this Agreement. The City shall issue a written authorization to proceed for each accepted Proposal.

CONSULTANT Responsibilities:

Provide up to 185 hours of remote consulting services time as described above.

CITY Responsibilities

Communicate needs and priorities to the Esri consultant(s).
Provide the appropriate staff to work with the Esri consultant(s).
Provide the Esri consultant(s) with access to the application, data, and source code, as necessary.

Assumptions

Pricing assumes all services will be provided remotely, and no travel will be necessary. If travel is required under a proposal, it will be detailed in the proposal.

The Services will be conducted under the following conditions: In the event CONSULTANT completes the Scope of Work for less than the Not-to-Exceed ("NTE") budget of \$51,392, the CITY will only be invoiced for the actual hours expended plus other burdened direct costs (such as travel if provided for in the Proposal).

In the event CONSULTANT reaches the NTE budget limit before the Scope of Work is completed, the CITY will have the option to either (a) increase the contract funding in order to allow the work to continue; or (b) instruct CONSULTANT to stop work. If the CITY chooses to stop work, CONSULTANT will do so without liability.

CONSULTANT reserves the right to reallocate the project funding between Scope of Work activities and/or other direct costs items, as necessary to facilitate the work effort, provided the overall contract price is not exceeded and City approves the reallocation in advance.

All work will be accomplished in accordance with the Scope of Work with the deliverable being consulting time. If additional work is requested by the CITY in writing beyond the scope of this Exhibit A Scope of Work, CONSULTANT will provide an updated written estimate.

**EXHIBIT B
SCHEDULE OF PAYMENT AND RATES**

For Services provided during the term, CONSULTANT shall be paid for the Services provided herein at the hourly rates set forth in CONSULTANT's 2011 Rate Schedule attached hereto as Attachment 1 to this Exhibit B. In no event shall the total compensation exceed \$51,392. CONSULTANT anticipates using staff from the GIS Consultant/Project Manager and Senior GIS System/Software Architect labor categories. Depending on the level of expertise required to perform certain activities during this engagement, CONSULTANT may be required to utilize other CONSULTANT staff members with a different skill-set and labor category.

The parties assume that Services will be provided remotely and no travel will be necessary. However, if travel is required under a Proposal, it will be detailed in the Proposal and invoiced accordingly.

In the event CONSULTANT completes the Scope of Work for less than the NTE budget listed below, CITY will only be invoiced for the actual hours expended plus other burdened direct costs, if such direct costs are listed in the Proposal. In the event CONSULTANT reaches the NTE budget limit before the Scope of Work is completed, CITY will have the option to either: (a) increase the funding in order to allow the work to continue; or (b) instruct CONSULTANT to stop work. If CITY chooses to stop work, CONSULTANT will do so without liability.

CONSULTANT shall submit a detailed and itemized invoice(s) for the services rendered, which invoice shall include for each fee entry the following information: (i) the number of hours performed during the previous calendar month; (ii) a clear description of the activity performed (each activity must be billed as a separate entry and time should not be embedded); and (iii) total fees billed for each activity.

NTE BUDGET - Price by Activity			
Activity Description	Estimated Labor (\$)	Estimated Travel (\$)	NTE Price
ArcGIS API for Flex Consulting Services	\$51,392	\$0	\$51,392
Total Not-to-Exceed (NTE) Price:			\$51,392

ATTACHMENT 1 TO EXHIBIT B

RATE SCHEDULE

Effective January 1, 2011

Hourly time and materials labor rates have been provided for each labor category for calendar year 2011. The hourly labor rates for services that are performed after 2011 may be escalated by CONSULTANT in an amount not to exceed five percent (5%) each year by giving CITY thirty days prior written notice of such escalation. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Consultant/Project Manager (M1) Hourly Rate: \$220/Hour

Staff members in this labor category provide day-to-day consulting and management for contracted projects. These individuals work under the guidance of senior CONSULTANT managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with CONSULTANT administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2) Hourly Rate: \$277/Hour

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for geographic information system (GIS) and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3) Hourly Rate: \$366/Hour

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with CONSULTANT senior management to resolve issues and support successful project completion.

GIS Technical Specialist/Engineer (S1) Hourly Rate: \$180/Hour

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of

software and the creation of digital databases, as well as in software development associated with CONSULTANT's commercial off-the-shelf (COTS) software products; Web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2) Hourly Rate: \$233/Hour

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in CONSULTANT COTS software products; Web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3) Hourly Rate: \$286/Hour

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies and may also provide specific expertise in areas such as Web based software applications, service oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with CONSULTANT COTS software products; software and database design methodologies; Web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Database Specialist/Analyst (DB) Hourly Rate: \$152/Hour

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.