

Consulting Services Agreement

Non-Public Work

CONTRACT 6185

| | |
|---|--|
| <p>PROJECT TITLE & IDENTIFICATION NUMBER (if # is known)</p> <p>Regional Permit System Replacement</p> | <p>WORK DESCRIPTION (reference & list all attached exhibits)</p> <p>Amendment 5 Attachment 5.1 Phase II City Cost Breakdown Attachment 5.2 Statement of Work Attachment 5.3 Fee Breakdown by City</p> |
| <p>CONTRACTOR</p> <p>City of Bellevue</p> | <p>CITY PROJECT ADMINISTRATOR (Name, address, phone #)</p> <p>Linda Hermanson City of Redmond 3SFN P.O. Box 97010 Redmond, WA 98073-9710 425-556-2170 lhermanson@redmond.gov</p> |
| <p>CONTRACTOR CONTACT (Name, address, phone #)</p> <p>John Backman City of Bellevue P.O. Box 90012 Bellevue, WA 98009 425-452-7821</p> | <p>BUDGET OR FUNDING SOURCE</p> <p>Information Services Strategic Plan Budget</p> |
| <p>FEDERAL ID #</p> <p>91-6007020</p> | <p>MAXIMUM AMOUNT PAYABLE, IF ANY</p> <p>\$ 4,000.00</p> |
| <p>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</p> | <p>COMPLETION DATE</p> <p>May 31, 2010</p> |
| <p>APPLICANT NAME</p> | <p>APPLICANT CONTACT (Name, address & phone #)</p> |

AMENDMENT #5

Regional Permit System Replacement RFP

February 19, 2010

The eCityGov Alliance and the City of Redmond, having entered an Agreement for NWProperty.net service dated June 21, 2004, now, in consideration of the mutual promises herein stated, the parties request amendment of the Agreement to include:

1. The following work for Vendor Demonstration Facilitation Services shall be amended to the Agreement scope of work:
 - a. Software Demo Setup and Facilitation
 - i. Demo Schedule Coordination (6 cities + 5 software vendors)
 - ii. Communications with Cities & eCityGov Alliance re: demos & schedule
 - iii. Communications with vendors re: demos & schedule
 - iv. Pre-Demo Meeting scheduling and facilitation (5 vendors 4 hours per vendor)
}
 - v. Demo Facilitation (Add 1 day for a total of 5 1-day Demos + 1 Day Follow-up)
 - b. Other Terms and Conditions:
 - i. Fee and rate schedule, see Attachment 5.1.
 - ii. All travel costs considered local and will be absorbed by Consultant.
 - iii. The Alliance and cities will not replace the agreed upon software vendors that are slated to demo (Accela, EnerGov, CRW, GovPartner and CSDC). If there are any changes in the vendors (e.g. Demo Infor-Hansen instead of CSDC) this would require additional coordination time that is not included in the scope of this change order.
 - iv. The dates and locations of the demos remain constant. If we are requested to find different locations and/or dates, this would necessitate additional time to coordinate and is not included in the scope of this change order.

- v. This Amendment scope of work does not include scheduling demos for the alternative options (Infor-Hansen & Eden) that Kirkland (Infor-Hansen) and Issaquah (EDEN) are interested in seeing, but the other cities were not.

2. The Statement of Work for Contract Review & Negotiation, Attachment 5.2

a. Fee schedule Attachment 5.3

All other terms and conditions shall remain the same.

In witness whereof, the Parties have executed this Amendment as of the Effective Date.

eCityGov Alliance



Accepted By (Signature)

John Backman
Executive Director

Date: 3/24/2010

City of Redmond



Accepted By (Signature)

John Marchione
Mayor

Date:



Approved as to Form (Signature):

Attorney

Date: 3/30/10

City of Redmond Attachment 5.1
Phase II City Cost Breakdown
With Amendment 1
Dec. 14, 2009

| | Billed | Paid | Adjusted w/ Redmond | Net Owed to City Due to the Addition of Redmond | Amendment 1 | Owed to City | Owed to Alliance |
|-----------|------------------|------------------|------------------------|---|-----------------|---------------|---------------------|
| Bothell | \$ 11,823 | \$ 11,823 | \$ 10,874 | \$ 949 | \$ 888 | \$ 61 | \$ - |
| Issaquah | \$ 9,470 | \$ 9,470 | \$ 8,710 | \$ 760 | \$ 711 | \$ 49 | \$ - |
| Kirkland | \$ 17,418 | \$ 17,418 | \$ 16,020 | \$ 1,398 | \$ 1,308 | \$ 90 | \$ - |
| Redmond | | | \$ 16,771 | \$ - | \$ 1,369 | \$ - | \$ 1,369 |
| Sammamish | \$ 14,590 | \$ 14,590 | \$ 13,419 | \$ 1,171 | \$ 1,096 | \$ 75 | \$ - |
| Renton | \$ 28,346 | \$ 28,346 | \$ 26,070 | \$ 2,276 | \$ 2,128 | \$ 148 | \$ - |
| | <u>\$ 81,647</u> | <u>\$ 81,647</u> | <u>\$ 91,864</u> | <u>\$ 6,554</u> | <u>\$ 7,500</u> | <u>\$ 423</u> | <u>\$ 1,369</u> |



**eCityGov Alliance Contract Review & Negotiation
Statement of Work
February 23, 2010**

The following is the Statement of Work for contract review and negotiation services that will be provided to eCityGov Alliance by SoftResources for one software vendor, EnerGov, on behalf of the cities of Kirkland, Redmond, Bothell, Sammamish, and Renton. If the participating cities wish to negotiate with 2 or more software vendors, additional time and fees will be necessary and would require a change order.

Please note, that the City of Issaquah (Issaquah) has not been included in this negotiation for EnerGov, but if Issaquah selects EnerGov and elects to participate, the incremental fees would be \$1,010. This would provide 2 hours of additional coordination, individual meetings and follow up of up to 4 hours, and for documenting contract items specific to Issaquah up to 2 hours. If Issaquah elects to negotiate with CRW, then SoftResources will create a separate engagement for Issaquah's negotiation.

Scope of Services

SoftResources agrees to provide the following Contract Review and Negotiation services to eCityGov Alliance. Estimated hours and costs are included in the attached spreadsheet. Please note that each city will be responsible for providing accurate user counts and determining the modules, functionality, and 3rd Party applications that each individual city will be purchasing from EnerGov. Each city will also be responsible for negotiating the detailed Scope of Work with EnerGov as development of the Scope of Work is not included in the scope of this project.

1. Prepare for and conduct a strategy meeting with all cities who have agreed to be involved.
2. Conduct general coordination of schedules with multiple cities, coordination of various communications and vendor communications.
3. Review one set of vendor contracts = 3 contracts: Software License, Implementation Services, and Maintenance.
4. Create a Contract Write Up document that includes key negotiation points, terms, pricing, and clause recommendations.
5. Conduct conference calls and/or group meetings on-site with city representatives and/or city attorneys to review negotiation strategy and discuss contract recommendations, clauses, terms, concerns, and comments.
6. Hold up to 2 hours of individual meetings with participating cities, for nuances that each individual city may need to include in its contract. This time also includes various communications to answer city-specific questions.

7. Participate with direct contract negotiation with the software vendor for up to 10 hours of direct contract negotiation time.
8. Track and document open issues, contract changes, and action items. Coordinate and facilitate city responses for the negotiations.

Fees & Billing

The fees for this project will be billed on a fixed fee basis of \$11,750 as outlined in the attached spreadsheet. The fees will be billed on a monthly basis based on a percentage of work completed for the contract review and negotiation services.

Attachment 5.3

Amendment II Fee Breakdown by City

| | | | | |
|----------------------------|---------------------|------------------|------------------|--------|
| Amendment II Quote | \$ | 11,750.00 | | |
| add 10% contingency | \$ | 12,925.00 | | |
| City | 2008 OFM Pop | % | Phase III | |
| Bothell | 32,860 | 13% | \$ | 1,537 |
| Kirkland | 48,410 | 19% | \$ | 2,264 |
| Redmond | 50,680 | 20% | \$ | 2,370 |
| Renton | 78,780 | 31% | \$ | 3,684 |
| Sammamish | 40,550 | 16% | \$ | 1,896 |
| | 251,280 | | \$ | 12,925 |