

**CITY OF CHULA VISTA
CONSULTANT SERVICES AGREEMENT
WITH SELECTRON TECHNOLOGIES, INC.
TO PROVIDE SOFTWARE UPGRADE, LICENSING, SUPPORT, AND MAINTENANCE SERVICES**

This Agreement is entered into effective as of July 11, 2017 (“Effective Date”) by and between the City of Chula Vista, a chartered municipal corporation (“City”) and SELECTRON TECHNOLOGIES, INC., an Oregon Corporation (“Consultant”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, City requires interactive voice response (IVR), dynamic outbound notification messaging, and field inspection management solutions that integrate with the City’s permitting software; and

WHEREAS, in order to procure these services, Consultant was chosen based on Consultant’s unique qualifications, including status as previous provider of IVR services to City and preferred partner status with City’s permitting software; on this basis, Consultant was awarded the contract on a “sole source” basis under the authority of Chula Vista Municipal Code Section 2.56.090.B.3; and

WHEREAS, Consultant warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Consultant to City in accordance with the time frames and the terms and conditions of this Agreement.

[End of Recitals. Next Page Starts Obligatory Provisions.]

OBLIGATORY PROVISIONS

NOW, THEREFORE, in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Consultant hereby agree as follows:

1. SERVICES

1.1 Required Services. Consultant agrees to perform the services, and deliver to City the “Deliverables” (if any) described in the attached Exhibit A, incorporated into the Agreement by this reference, within the time frames set forth therein, time being of the essence for this Agreement. The services and/or Deliverables described in Exhibit A shall be referred to herein as the “Required Services.”

1.2 Reductions in Scope of Work. City may independently, or upon request from Consultant, from time to time, reduce the Required Services to be performed by the Consultant under this Agreement. Upon doing so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

1.3 Additional Services. Subject to compliance with the City’s Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Consultant provide additional services related to the Required Services (“Additional Services”). If so, City and Consultant agree to meet and confer in good faith for the purpose of negotiating an amendment to Exhibit A, to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to Exhibit A, “Additional Services” shall also become “Required Services” for purposes of this Agreement.

1.4 Standard of Care. Consultant expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

1.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the Consultant or its subcontractors.

1.6 Security for Performance. In the event that Exhibit A Section 4 indicates the need for Consultant to provide additional security for performance of its duties under this Agreement, Consultant shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed on Exhibit A, or as otherwise prescribed by the City Attorney.

1.7 Compliance with Laws. In its performance of the Required Services, Consultant shall comply with any and all applicable federal, state and local laws, including the Chula Vista Municipal Code.

1.8 Business License. Prior to commencement of work, Consultant shall obtain a business license from City.

1.9 Subcontractors. Prior to commencement of any work, Consultant shall submit for City’s information and approval a list of any and all subcontractors to be used by Consultant in the performance of the Required Services. Consultant agrees to take appropriate measures necessary to ensure that all

subcontractors and personnel utilized by the Consultant to complete its obligations under this Agreement comply with all applicable laws, regulations, ordinances, and policies, whether federal, state, or local. In addition, if any subcontractor is expected to fulfill any responsibilities of the Consultant under this Agreement, Consultant shall ensure that each and every subcontractor carries out the Consultant's responsibilities as set forth in this Agreement.

1.10 Term. This Agreement shall commence on the earlier to occur of the Effective Date or Consultant's commencement of the Required Services hereunder, and shall terminate when the Parties have complied with all their obligations hereunder; provided, however, provisions which expressly survive termination shall remain in effect.

2. COMPENSATION

2.1 General. For satisfactory performance of the Required Services, City agrees to compensate Consultant in the amount(s) and on the terms set forth in Exhibit A, Section 4. Standard terms for billing and payment are set forth in this Section 2.

2.2 Detailed Invoicing. Consultant agrees to provide City with a detailed invoice for services performed each month, within thirty (30) days of the end of the month in which the services were performed, unless otherwise specified in Exhibit A. Invoicing shall begin on the first of the month following the Effective Date of the Agreement. All charges must be presented in a line item format with each task separately explained in reasonable detail. Each invoice shall include the current monthly amount being billed, the amount invoiced to date, and the remaining amount available under any approved budget. Consultant must obtain prior written authorization from City for any fees or expenses that exceed the estimated budget.

2.3 Payment to Consultant. Upon receipt of a properly prepared invoice and confirmation that the Required Services detailed in the invoice have been satisfactorily performed, City shall pay Consultant for the invoice amount within thirty (30) days. Payment shall be made in accordance with the terms and conditions set forth in Exhibit A and section 2.4, below.

2.4 Reimbursement of Costs. City may reimburse Consultant's out-of-pocket costs incurred by Consultant in the performance of the Required Services if negotiated in advance and included in Exhibit A. Unless specifically provided in Exhibit A, Consultant shall be responsible for any and all out-of-pocket costs incurred by Consultant in the performance of the Required Services.

2.5 Exclusions. City shall not be responsible for payment to Consultant for any fees or costs in excess of any agreed upon budget, rate or other maximum amount(s) provided for in Exhibit A. City shall also not be responsible for any cost: (a) incurred prior to the Effective Date; or (b) arising out of or related to the errors, omissions, negligence or acts of willful misconduct of Consultant, its agents, employees, or subcontractors.

2.6 Payment Not Final Approval. Consultant understands and agrees that payment to the Consultant or reimbursement for any Consultant costs related to the performance of Required Services does not constitute a City final decision regarding whether such payment or cost reimbursement is allowable and eligible for payment under this Agreement, nor does it constitute a waiver of any violation by Consultant of the terms of this Agreement.

3. INSURANCE

3.1 Required Insurance. Consultant must procure and maintain, during the period of performance of Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance described on the attached Exhibit B, incorporated into the Agreement by this reference (the “Required Insurance”). The Required Insurance shall also comply with all other terms of this Section.

3.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to and approved by City in advance of the commencement of work.

3.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Workers’ Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

3.4 Subcontractors. Consultant must include all sub-consultants/sub-contractors as insureds under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-consultants must also comply with the terms of this Agreement.

3.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insureds with respect to any policy of general liability, automobile, or pollution insurance specified as required in Exhibit B or as may otherwise be specified by City’s Risk Manager.. The general liability additional insured coverage must be provided in the form of an endorsement to the Consultant’s insurance using ISO CG 2010 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

3.6 General Liability Coverage to be “Primary.” Consultant’s general liability coverage must be primary insurance as it pertains to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Consultant and in no way relieves Consultant from its responsibility to provide insurance.

3.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to the City by certified mail, return receipt requested. Prior to the effective date of any such cancellation Consultant must procure and put into effect equivalent coverage(s).

3.8 Waiver of Subrogation. Consultant’s insurer(s) will provide a Waiver of Subrogation in favor of the City for each Required Insurance policy under this Agreement. In addition, Consultant waives any right it may have or may obtain to subrogation for a claim against City.

3.9 Verification of Coverage. Prior to commencement of any work, Consultant shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Consultant has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar language must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms.

The City reserves the right to require, at any time, complete, certified copies of all required insurance policies, including endorsements evidencing the coverage required by these specifications.

3.10 Claims Made Policy Requirements. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.

b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the effective date of this Agreement, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.

d. A copy of the claims reporting requirements must be submitted to the City for review.

3.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit the Consultant’s obligations under this Agreement, including Indemnity.

3.12 Additional Coverage. To the extent that insurance coverage provided by Consultant maintains higher limits than the minimums appearing in Exhibit B, City requires and shall be entitled to coverage for higher limits maintained.

4. INDEMNIFICATION

4.1. General. To the maximum extent allowed by law, each Party shall protect, defend, indemnify and hold harmless the other Party, its elected and appointed officers, agents, employees and volunteers (collectively, “Indemnified Parties”), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys’ fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of the indemnifying Party, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the indemnifying Party, its employees, agents or officers, or any third party.

4.2. Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section 1, above, shall be limited to the extent required by California Civil Code section 2782.8.

4.3 Costs of Defense and Award. Included in Consultant's obligations under this Section 4 is Consultant's obligation to defend, at Consultant's own cost, expense and risk, any and all suits, actions or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Section 4, Consultant shall pay and satisfy any judgment, award or decree that may be rendered against one or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

4.4. Consultant's Obligations. To the maximum extent permitted by law, in no event will Consultant be liable for any consequential, indirect, exemplary, punitive, special, or incidental damages, including but not limited to, any lost data and lost profits, arising from or relating to this Agreement, the Services provided or contemplated hereunder, and the Hardware and related documentation. Consultant's total cumulative liability in connection with this Agreement, the Services provided or contemplated hereunder, and the Hardware and related documentation, whether in contract or tort or otherwise, will not exceed the amount of Fees actually paid to Consultant hereunder in the twelve- (12-) month period immediately preceding the action that gave rise to the claim. City acknowledges that the Fees reflect the allocation of risk set forth in this Agreement and that Consultant would not enter into this Agreement without these limitations on its liability.

4.5 Survival. Consultant's obligations under this Section 4 shall survive the termination of this Agreement.

5. FINANCIAL INTERESTS OF CONSULTANT.

5.1 Form 700 Filing. The California Political Reform Act and the Chula Vista Conflict of Interest Code require certain government officials and consultants performing work for government agencies to publicly disclose certain of their personal assets and income using a Statement of Economic Interests form (Form 700). In order to assure compliance with these requirements, Consultant shall comply with the disclosure requirements identified in the attached Exhibit C, incorporated into the Agreement by this reference.

5.2 Disclosures; Prohibited Interests. Independent of whether Consultant is required to file a Form 700, Consultant warrants and represents that it has disclosed to City any economic interests held by Consultant, or its employees or subcontractors who will be performing the Required Services, in any real property or project which is the subject of this Agreement. Consultant warrants and represents that it has not employed or retained any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid or agreed to pay any company or person, other than a bona fide employee or approved subcontractor working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further warrants and represents that no officer or employee of City, has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds hereof, or in the business of Consultant or Consultant's subcontractors. Consultant further agrees to notify City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement. For breach or violation of any of these warranties, City shall have the right to rescind this Agreement without liability.

6. REMEDIES

6.1 Termination for Cause. If for any reason whatsoever Consultant shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Consultant shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Consultant. Such notice shall identify the Default and the Agreement termination date. If Consultant notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Consultant up to thirty (30) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 6.1, Consultant shall immediately provide City any and all ”Work Product” (defined in Section 7 below) prepared by Consultant as part of the Required Services. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant may be entitled to compensation for work satisfactorily performed prior to Consultant’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

6.2 Termination or Suspension for Convenience of City. City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Consultant of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Consultant shall immediately cease all work under the Agreement and promptly deliver all “Work Product” (defined in Section 7 below) to City. Such Work Product shall be City’s sole and exclusive property as provided in Section 7 hereof. Consultant shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City’s value under the Agreement.

6.3 Waiver of Claims. In the event City terminates the Agreement in accordance with the terms of this Section, Consultant hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 6.

6.4 Administrative Claims Requirements and Procedures. No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

6.5 Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in San Diego County, State of California.

6.6 Service of Process. Consultant agrees that it is subject to personal jurisdiction in California. If Consultant is a foreign corporation, limited liability company, or partnership that is not registered with the California Secretary of State, Consultant irrevocably consents to service of process on Consultant by first

class mail directed to the individual and address listed under “For Legal Notice,” in section 1.B. of Exhibit A to this Agreement, and that such service shall be effective five days after mailing.

7. OWNERSHIP AND USE OF WORK PRODUCT

All software is being licensed in accordance with the Selectron Software License Agreement, attached as Exhibit D”. Software is being licensed by the City and no ownership of Work Product is being provided.

8. GENERAL PROVISIONS

8.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

8.2 Assignment. City would not have entered into this Agreement but for Consultant’s unique qualifications and traits. Consultant shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City’s prior written consent, which City may grant, condition or deny in its sole discretion.

8.3 Authority. The person(s) executing this Agreement for Consultant warrants and represents that they have the authority to execute same on behalf of Consultant and to bind Consultant to its obligations hereunder without any further action or direction from Consultant or any board, principle or officer thereof.

8.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

8.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

8.6 Record Retention. During the course of the Agreement and for three (3) years following completion of the Required Services, Consultant agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of the Agreement, including accounting for costs and expenses charged to City, including such records in the possession of sub-contractors/sub-consultants.

8.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

8.8 Independent Contractor. Consultant is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of Consultant’s officers, employees, or agents (“Consultant Related Individuals”), except as set forth in this Agreement. No Consultant Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Consultant Related Individuals; instead, Consultant shall be solely responsible for the payment of same and shall hold the City harmless with respect to same. Consultant shall

not at any time or in any manner represent that it or any of its Consultant Related Individuals are employees or agents of City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

8.9 Notices. All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in Exhibit A, or otherwise provided in writing.

(End of page. Next page is signature page.)

**SIGNATURE PAGE
CONSULTANT SERVICES AGREEMENT**

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Consultant agree that they have read and understood all terms and conditions of the Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

SELECTRON TECHNOLOGIES, INC.

CITY OF CHULA VISTA

BY: 
Mike Hannegan
Director of Technical Services

BY: _____
Mary Casillas Salas
Mayor

ATTEST

BY: _____
Donna R. Norris, CMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

EXHIBIT A
SCOPE OF WORK AND PAYMENT TERMS

1. Contact People for Contract Administration and Legal Notice

A. City Contract Administration:

Tiffany Allen
Development Services Department
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5179
tallen@chulavistaca.gov

For Legal Notice Copy to:

City of Chula Vista
City Attorney
276 Fourth Avenue, Chula Vista, CA 91910
619-691-5037
CityAttorney@chulavistaca.gov

B. Consultant Contract Administration:

SELECTRON TECHNOLOGIES, INC.

Todd Johnston, President
12323 SW 66th Avenue
Portland, OR 97223
503-443-1400
TJohnston@selectrontechnologies.com

For Legal Notice Copy to:

SELECTRON TECHNOLOGIES, INC.

Todd Johnston, President
12323 SW 66th Avenue
Portland, OR 97223
503-443-1400
TJohnston@selectrontechnologies.com

2. Required Services

A. General Description:

Consultant will provide software upgrades, licenses, support, and maintenance services associated with interactive voice response (IVR), dynamic outbound notification messaging, and field inspection solutions that integrate with the City's permitting software.

B. Detailed Description:

Task	Description	Deliverables
1	Relay Permit Pack IVR Upgrade & Virtualization	<ul style="list-style-type: none"> - Virtual server setup & configuration, including upgrade from v3 to Relay Permit Pack IVR - Integration with Accela Civic Platform - IVR telephony integration - Base functionality to include: <ul style="list-style-type: none"> o Scheduling inspections o Cancelling inspections o Obtaining inspection results o Posting inspection results o Speaking site address o Permit based messaging o Relay Portal for Administration & Reports - English professional voice recording for base IVR prompts - English professional voice recording for street words (up to 3,000 words) - Spanish translation & professional voice recording for base IVR prompts - 2-Day onsite installation and training - Licenses for four (4) voice ports - Annual ongoing licensing - Annual ongoing PremierPro Support services (see Exhibit E)
2	Hosted Relay Cloud Services (RCS) Outbound (dynamic outbound notification messaging solution)	<ul style="list-style-type: none"> - Customer setup and integration with Accela Civic Platform - Dynamic notifications setup <ul style="list-style-type: none"> o Expiring permits notification o Inspection time notification o Plan review status notification o Automatic results notification - Spanish language translation of dynamic notifications - Setup of transfers to Relay IVR - Prepaid message bundle (200,000 messages included in initial bundle) - Ongoing licensing and support services through the purchase of additional prepaid message bundles
3	Hosted Field Portal	<ul style="list-style-type: none"> - Setup and integration with Accela Civic Platform - Licenses for up to 10 users - Annual ongoing licensing and support services

Additional detail provided in Exhibit F, Statement of Work.

3. Term: In accordance with Section 1.10 of this Agreement, the term of this Agreement shall begin July 11, 2017 and end on July 10, 2018 for completion of all Required Services.

4. Compensation:

Fixed Fee Paid in Increments. For the completion of each Deliverable of the Required Services, as identified in section 2.B., above, City shall pay the fixed fee associated with each Deliverable, in the amounts set forth below:

Task No.	Deliverable	Amount One-Time	Amount Annual, Ongoing
1	Relay Permit Pack IVR Upgrade & Virtualization	Total \$41,400	
	A. Upon receipt of purchase order or execution of contract	25% \$10,350	
	B. Upon completion of onsite setup/training	50% \$20,700	
	C. 30 days after onsite setup/training	20% \$8,280	
	D. Upon final acceptance	5% \$2,070	
1	IVR Annual PremierPro Support Services		
	A. Year 1 (July 11, 2017 – July 10, 2018)		No fee
	B. Year 2 (July 11, 2018 – July 10, 2019)		\$8,280
	C. Year 3 (July 11, 2019 – July 10, 2020)		\$8,690
	D. Year 4 (July 11, 2020 – July 10, 2021)		\$9,120
	E. Year 5 (July 11, 2021 – July 10, 2022)		\$9,575
	F. Year 6 (July 11, 2022 – July 10, 2023)		\$10,050
	G. Year 7 (July 11, 2023 – July 10, 2024)		\$10,550
	H. Year 8 (July 11, 2024 – July 10, 2025)		\$11,085
	I. Year 9 (July 11, 2025 – July 10, 2026)		\$11,640
	J. Year 10 (July 11, 2026 – July 10, 2027)		\$12,220
2	Hosted Relay Cloud Services (RCS) Outbound Setup		
	Upon receipt of purchase order or execution of contract	\$13,700	
2	Hosted Relay Pre-Paid Message Bundles		
	A. Initial bundle (200,000 messages), upon receipt of purchase order or execution of contract	\$30,000	
	B. Additional Pre-Paid Message Bundles, upon anticipated reload of messages		20,000 messages \$6,000 50,000 messages \$10,000 100,000 messages \$15,000
3	Field Portal Setup & Integration	No Fee	
3	Field Portal Annual Fees		
	A. Base subscription to Field Portal, Assignment Manager, Location Services, and Review Center		\$5,000
	B. Licenses for up to 10 inspectors		\$7,200
	C. Selectron software hosting service		\$2,500

B. Reimbursement of Costs

Invoiced or agreed-upon amounts as follows:

Task 1

One-time compensation includes all travel and associated expenses for a 2-day onsite installation and training effort. Additional onsite work requested by City will be billed at \$1,750 per day (2 day minimum) with at least 14 days advance notice. If 8-14 days advance notice is provided, the rate increases to \$2,000 per day; if the

notice is less than 7 days, the rate increases to \$2,500 per day. If changes are made to travel schedule after plans are confirmed, the City is responsible for any change fees or price changes incurred for airfare, hotel, or car rental.

Consultant will provide custom programming and non-warranty maintenance client support on a time-and-materials basis.

Requested design, programming, testing, documentation, implementation work, and customer support will be performed at Consultant's then current, standard published billing rates. Consultant will issue a quote and scope of work to City. A purchase order must be issued before work can be scheduled or begin.

Tasks 2 & 3

Actual travel expenses (air, hotel, car, per diem) as required to provide onsite services, if needed.

Notwithstanding the foregoing, the maximum amount to be paid to the Consultant for services performed through July 10, 2018 shall not exceed \$150,000.

5. Special Provisions:

Permitted Sub-Consultants: None

Security for Performance: None

Notwithstanding the completion date set forth in Section 3 above, City has option to extend this Agreement for 9 additional terms, defined as a one-year increment. The City Manager or Director of Finance/Treasurer shall be authorized to exercise the extensions on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained herein, provided that the amounts specified in Section 4 above may be increased by up to 5% for each extension. The City shall give written notice to Consultant of the City's election to exercise the extension via the Notice of Exercise of Option to Extend document.

EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall adhere to all terms and conditions of Section 3 of the Agreement and agrees to provide the following types and minimum amounts of insurance, as indicated by checking the applicable boxes (x).

	Type of Insurance	Minimum Amount	Form
<input type="checkbox"/>	General Liability: Including products and completed operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit Additional Insured Endorsement or Blanket AI Endorsement for City* Waiver of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
<input type="checkbox"/>	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1-Any Auto Code 8-Hired Code 9-Non Owned
<input type="checkbox"/>	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
<input type="checkbox"/>	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: None

EXHIBIT C
CONSULTANT CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

- A. Consultant IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.
- B. Consultant NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the consultant shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Consultant will provide. Notwithstanding this designation or anything in the Agreement, the Consultant is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant’s requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Tiffany Allen

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

EXHIBIT D
SELECTRON TECHNOLOGIES, INC. SOFTWARE LICENSE AGREEMENT



Software License Agreement

This Software License Agreement (“SLA” or this “Agreement”) is entered into by and between Selectron Technologies, Inc. an Oregon corporation and its successors and assigns (collectively, “Company”), and the City of Chula Vista, California (“Customer”). Company agrees to allow Customer to use Company’s computer software and associated media and printed materials, which may or may not include electronic documentation and documentation available via the Internet (collectively, the “Software”), under the terms and conditions of this SLA. By signing below, and/or by installing or otherwise using the Software with Company’s permission, Customer agrees to be bound by the terms of this SLA.

1. Grant of License.

Subject to the terms and conditions of this SLA, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable and non-assignable (except as specifically set forth herein), and limited license to install and use the Software solely during the Term of this Agreement (the “License”). The License entitles Customer to install and use the Software at its principal place of business solely on a single computer (unless Customer is authorized to install and use the Software on more than one computer, as set forth in that certain Professional Services Agreement between the parties), and solely for Customer’s internal business use. A license for each active server, test server, or fail-over server must be expressly purchased for the specific use of the Software on each server. Except as otherwise notified by Company, the Software may not be used in connection with any software not acquired from Company or recommended in writing by Company specifically for use with the Software. Except as expressly set forth in this Section 1, no other right or license is granted to Customer with respect to the Software.

Use of the Software requires that Customer use, as part of the Software, certain third-party Runtime-Restricted Use Software. By agreeing to this Agreement and installing and using the Software, Customer agrees to all terms and conditions set forth in the End User License Agreement(s) including those attached in Exhibit A.

2. License Fee.

Customer agrees to pay a license fee for the above-granted license, as set forth in accordance with the terms of that certain Professional Services Agreement between Company and Customer (the “License Fee”). The Professional Services Agreement sets forth a payment schedule and payment terms for the License Fee, which are incorporated into and made a part of this Agreement by this reference.

3. Other Rights and Limitations.

3.1 Transfer of Software. Customer may not rent, lease, distribute, sell, assign, pledge, sublicense, loan, timeshare, otherwise transfer, or otherwise use the Software for the commercial or other benefit of third parties, but Customer may transfer the use of the Software from Customer to a

third party on a permanent basis, provided that (i) Customer notifies Company of the transfer in advance of the transfer; (ii) Customer ceases all use of the Software and retains no copies of the Software after the transfer; and (iii) the third-party recipient expressly agrees in writing to the terms of this SLA and provides the signed SLA to Company. In the event of such a transfer, Customer agrees to pay any additional installation, set-up, or training fees arising out of the transfer of the Software to the third party (to the extent that the third party refuses or fails to pay such fees). Customer further agrees to allow Company or its representatives onto Customer’s premises to ensure that Customer has ceased all use of the Software and not retained any copies of the Software.

3.2 Limitation on Reverse Engineering, Decompilation, and Disassembly. Customer may not, and may not permit any employee or third party to, reverse engineer, decompile, translate, or disassemble the Software, or otherwise determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the Software, except and only to the extent that applicable law, notwithstanding this limitation, expressly permits such activity.

3.3 Other Use Restrictions. Customer may not use the Software for any purpose other than for use on Customer’s own internal computer networks, as set forth in this SLA. Customer agrees to comply with all applicable laws, rules, and regulations in its use of the Software. Customer may not, and may not permit its employees or any third party to, (i) modify, translate, or create derivative works based on or derived from the Software; (ii) remove or alter any copyright, trademark, or other proprietary notices, legends, symbols, or labels appearing on or in the Software; (iii) perform, or release the results of, benchmark tests or other comparisons of the Software with other software, media, or materials; (iv) permit the Software to be used for or in connection with processing data or other information on behalf of any third party; or (v) incorporate the Software or any portion thereof into any other materials, products, or services.

3.4 Notice to Users.

Customer shall inform all Customer employees who use the Software under the License of all terms and conditions of the SLA, and Customer acknowledges and agrees that it is responsible for all such employee usage of the Software.

In the event of any violation of this Section 3, Licensor may immediately terminate this Agreement in accordance with Section 12, and shall be entitled to injunctive relief in accordance with Section 13.9.

4. Copyright.

The Software is licensed, not sold. Customer acknowledges and agrees that Company or its suppliers own title to the Software and all present and future copyrights, trade secret rights, patent rights, trademark rights, and all other intellectual property and proprietary rights in and to the Software (including without limitation, all source and object code, algorithms, techniques, methods, images, "applets," photographs, animations, video, audio, music, text, and other content comprising and/or incorporated into the Software), accompanying printed materials, the copy of the Software that Customer is permitted to make under Section 3.3, and all updates and upgrades to and versions and derivative works of the foregoing. Customer may not copy or transfer the Software, except as expressly provided in Section 3 of this Agreement. Customer may not copy the printed materials accompanying the Software without Company's prior written approval in each instance of such proposed copying.

5. Dual-Media Software.

Customer may receive the Software in more than one medium. Regardless of the type or size of media Customer receives, Customer may use only the single medium that is appropriate for Customer's single computer. Customer may not use or install the other media on another computer. Customer may not loan, rent, lease, distribute, sell, assign, pledge, sublicense, timeshare, or otherwise transfer the media to another user or use the media for the commercial or other benefit of any third party, except as part of the permanent transfer of the Software under Section 3.1 of this Agreement.

6. Export Restrictions.

The Software is subject to the export control laws of the United States and other countries. Customer may not export or re-export the Software, unless Customer has first obtained Company's prior written permission and the appropriate United States and foreign government licenses, at Customer's sole expense. Customer must otherwise comply with, and contractually require that all of its employees comply with, all applicable export control laws and regulations in the use of the Software. The Software may not be downloaded or otherwise exported or re-exported (a) into any country for which the United States has a trade embargo, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Persons List. Customer represents and

warrants that it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer shall defend, indemnify and hold Company and all successors, assigns, affiliates, suppliers, and each of their officers, directors, employees, and agents harmless for, from, and against any and all claims, allegations, damages, liabilities, and costs and expenses (including without limitation attorneys' fees and costs) arising out of Customer's violation of such export control laws. Customer further agrees to comply with the United States Foreign Corrupt Practices Act, as amended.

7. Representations and Warranties; Warranty Disclaimer

7.1 Customer represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Company) or damage to Company's property during the Term of this Agreement.

7.2 Company represents and warrants that (a) it has full right and power to enter into and perform its obligations under this Agreement, and (b) it will take all reasonable precautions to prevent injury to any persons (including employees of Customer) or damage to Customer's property during the Term of this Agreement.

7.3 Company warrants that the Software will perform substantially in accordance with the specifications set forth in the Scope of Work to the Professional Services Agreement, for a period of one (1) year from the date of the Contract Execution, as that term is defined in the PremierPro Support and Maintenance Agreement, Exhibit A. Any changes or modifications to the Software by any person other than Company, or any combination of the Software with any other materials by any person other than Company, voids this limited warranty. This limited warranty is also void if failure of the Software results from transportation, neglect, misuse, or misapplication of the Software by any person other than Company; from any accident beyond Company's control; from use of the Software not in accordance with this Agreement or documentation provided in connection with the Software; or from Customer's failure to provide a suitable installation or use environment for the Software.

7.4 The express warranties in Section 7.2 and 7.3 set forth above are in lieu of all other warranties, express, implied or statutory, arising from or related to this agreement and the Software provided to customer hereunder, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement of third party rights. Customer acknowledges that it has relied on no warranties other than the express warranties in Section 7.2 and 7.3 of this agreement. Except for the express warranty in Section 7.3 of this Agreement, Company provides the software to customer "as is" and "as available," and does not warrant that the Software will be uninterrupted or error free, and hereby disclaims any and

all liability in connection therewith. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this limited warranty, or make any additional warranties, whether orally, in writing, or otherwise. This Section 7.4 shall be enforceable to the fullest extent permitted by applicable law.

8. Customer Remedies; Limitation of Liability.

8.1 If Customer finds what it reasonably believes to be a failure of the Software to substantially conform to the functional specifications in the Scope of Work, and provides Company with a written report that describes such failure in sufficient detail to enable Company to reproduce such failure, Company's and its suppliers' entire liability and Customer's exclusive remedy is for Company to use commercially-reasonable efforts to correct or provide a workaround for such failure at no additional charge to Customer. If, in Company's sole discretion, it provides Customer with replacement Software, the replacement Software will be warranted in accordance with the provisions of this Agreement for the remainder of the original warranty period or thirty (30) days, whichever is longer. Outside the United States, neither these remedies nor any product support services offered by Company are available without proof of purchase from an authorized non-U.S. source.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS SLA, THE SOFTWARE, AND RELATED DOCUMENTATION, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE LICENSE FEE REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS SLA AND THAT COMPANY WOULD NOT ENTER INTO THIS SLA WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

9. Network Security Disclaimer

9.1 Internet Security.

Company's Software may have the ability to connect to the Internet. The Software is designed to operate within Customer's secure network environment, and the Software does not provide any mechanism for security or privacy. Specifically, the Software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs.

These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

9.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Software (if purchased by Customer pursuant to a separate support and maintenance agreement), Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

9.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Software in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the Software, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

10. U.S. Government End Users.

10.1 The Software is a "commercial item", as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software

documentation”, as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, the Software is licensed to any U.S. Government end users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Company and licensor of the Software is Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA. This Section 10.1, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation, Defense Federal Acquisition Regulation Supplement, or other clause or provision that addresses United States Government rights in computer software, technical data, or computer software documentation.

10.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of California jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity’s additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company’s current bids or agreements.

11. Support and Maintenance.

Customer may purchase support for and maintenance of the Software from Company by entering into a separate PremierPro Support and Maintenance Agreement with Company.

12. Term and Termination.

12.1 This SLA shall continue indefinitely, unless terminated earlier in accordance with this Section 12 (the “Term”).

12.2 Customer may terminate this SLA at any time by returning or deleting all copies of the Software in Customer’s possession and providing Company written notice that Customer has done so. Under no circumstances will Company provide a refund of paid fees to Customer.

12.3 Company may terminate this SLA, all other agreements between the parties, if any, and Customer’s right to continue

to use the Software hereunder, immediately upon written notice if Customer breaches a material term or condition of this SLA, including Customer’s failure to pay the License Fee when due, and fails to cure such breach within sixty (60) days of being notified of the breach by Company. Upon such termination, Customer shall immediately cease all use of the Software, and Company may terminate Customer’s access to the Software. Further, upon such termination, Customer must promptly return all copies of the Software and related documentation in its possession or under its control to Company and provide Company with written notice that it has done so.

12.4 Sections 4, 7.4, 8.2, 9, 12, 13 and the rights and obligations therein shall survive any termination of this SLA.

13. General Provisions.

13.1 Independent Contractor Relationship.

Company’s relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

13.2 Governing Law; Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in San Diego County, California.

13.3 Severability.

If any provision of this SLA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Section 8 will remain in effect notwithstanding the unenforceability of any provision in Section 7.

13.4 Contact Information.

Should Customer have any questions concerning this SLA, or if Customer desires to contact Selectron Technologies, Inc. for any reason, please contact us at: Selectron Technologies, Inc., 12323 SW 66th Avenue, Portland, Oregon 97223, USA; www.stigov.com.

13.5 Notice.

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in Section 13.4 or beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

13.6 Public Announcements.

Customer shall cooperate with Company so that Company may issue a press release concerning this Agreement; provided, however, Company may not release any such press release without the prior approval of Customer (which shall not be unreasonably withheld, delayed, or conditioned). However, without seeking prior approval in each instance, Company shall have the right to use Customer's name as a customer reference, and to use Customer's trade name on Company's customer lists.

13.7 Attorneys' Fees.

In the event of a dispute between Customer and Company concerning the Software or this SLA, the prevailing party in the litigation shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

13.8 Confidentiality.

The Software and all related documentation and materials provided to Customer under this Agreement contain valuable trade secrets, copyrights, proprietary know-how, information, algorithms, techniques, methods, processes, and content (collectively for purposes of this Section 13.8, "Proprietary Information and Materials") that belong to Company or its suppliers, and the Proprietary Information and Materials are being made available to Customer in strict confidence. ANY USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND MATERIALS, OTHER THAN IN STRICT ACCORDANCE WITH THIS SLA, IS STRICTLY PROHIBITED AND IS ACTIONABLE AS A VIOLATION OF COMPANY'S AND/OR ITS SUPPLIERS' TRADE SECRETS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS, AS WELL AS A MATERIAL BREACH OF THIS AGREEMENT.

13.9 Injunctive Relief.

In the event that Customer breaches any provision of Section 3, Section 4, Section 13.8, or any other material provision of

this Agreement, Customer acknowledges and agrees that there can be no adequate remedy at law to compensate Company for such breach; that any such breach will allow Customer or third parties to compete unfairly with Company resulting in irreparable harm to Company that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Company shall be entitled to injunctive and other appropriate equitable relief (without the necessity of proving actual damages or of posting a bond or other security), in addition to whatever remedies Company may have at law, in equity, under this Agreement, or otherwise.

13.10 Waiver.

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.11 Authority.

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

13.12 Entire Agreement.

This SLA constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This SLA may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

13.13 Counterparts.

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 12323 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

EXHIBIT E
SELECTRON TECHNOLOGIES, INC. PREMIERPRO SUPPORT AND MAINTENANCE
AGREEMENT

Consultant will provide support and maintenance for the Required Services under the terms and conditions set forth in the following Support and Maintenance Agreement. If there is a conflict between the terms of the main Agreement and the Support and Maintenance Agreement, then the main agreement will take precedence.



PremierPro Support and Maintenance Agreement

This PremierPro Support and Maintenance Agreement (this "Agreement") is entered effective as of the Service Date (as set forth in Exhibit A of this Agreement), by and between Selectron Technologies, Inc., an Oregon corporation and its successors and assigns (collectively, "Company") and the City of Chula Vista, California, ("Customer").

Upon the terms and conditions of this Agreement and for the fees specified in this Agreement, Company will provide to Customer support and maintenance for the Products, as outlined below and set forth in Exhibit A of the Main Agreement, for the Term of the Agreement (defined below).

1. Initial Term:

The initial term of this Agreement shall commence upon Contract Execution Date (as that term is defined in Exhibit A of this Agreement), with respect to purchase of the Company product(s) to which this Agreement relates (the "Products"), and shall continue for a period of 12 months (the "Initial Term"). A list of the Products is attached as Exhibit A of the Main Agreement.

2. Renewal:

a) This Agreement will automatically renew for successive terms of one (1) year each (each, a "Renewal Term") unless either party gives written notice of non-renewal at least thirty (30) days before the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms shall be collectively referred to in this Agreement as the "Term".

b) The Customer shall maintain continuous coverage of its support contracts in order to be eligible for telephone support, and other services provided hereunder. If Customer provides notice of its intent not to renew the Agreement for any given Renewal Term, under Section 2(a), and Customer later decides to reinstate support services, the Customer must pay all fees that would otherwise have been paid had this Agreement been renewed without interruption.

3. Termination:

This Agreement may be terminated by either party at any time and for any reason upon ninety (90) days' prior written notice to the other party. Upon termination of this Agreement by either party and for any reason, Customer shall immediately pay all amounts then due to Company, but Customer shall not be responsible for paying subsequent fees due for the remainder of the then-current Initial Term or Renewal Term.

4. Fees:

The Customer shall pay Company the service fee set forth in Exhibit A of the Main Agreement, for the support and maintenance services described in Section 5 of this Agreement (the "PremierPro Support").

5. Support and Maintenance:

The PremierPro Support includes:

- a. Telephone support for general use questions during normal business hours (6:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday)*
- b. Use of Company's toll free number for PremierPro Support inquiries
- c. On-Line technical diagnostic support
- d. Software correction updates that are made generally available to Company's customers
- e. 24 Hours, 7 days per week, 365 days per year support for emergency (system down or inoperable) calls
- f. Development work necessary to support standard version updates to Customer's host database (i.e. land management software, utility billing software) and back-end database. This requires two (2) weeks' notice prior to planned system update in order to accommodate scheduling of resources. Please contact support@STIgov.com to schedule.
- g. Quarterly Proactive System Review. Company will perform, on a quarterly basis, the following system diagnostics and create a history file and notify the primary Customer contact with the results of these actions:
 1. Assess the current machine resources including memory, processor, and disk-space utilization
 2. Examine log files including error logs to identify any anomalous entries
 3. Apply current validated software updates to the operating system, device drivers, and database server software.
- h. 'Out-of-cycle' critical updates. Updates that meet these criteria are intended to cure failures that might be likely to cause hardware damage, system unavailability, data corruption, or severe data vulnerability.

*Non-emergency calls made after normal business hours will be billed at an hourly rate of 1.5 times the current day labor rate, with a two hour minimum charge.

6. Support Services:

This Agreement does not include, and the fee set forth in Exhibit A of the Main Agreement does not cover, support services relating to the following items:

- a) Any support or maintenance services relating to Products that have been altered or modified by anyone other than Company or a third party on Company's behalf.
- b) Hardware replacement or software errors as a result of causes beyond Company's reasonable control.
- c) Version upgrades of host or backend database software.
- d) Direct support for the required application program interface either purchased or procured as part of the integrated solution.
- e) Enhancements, replacements, or modifications to current Product versions performed at the Customer's request and not intended to resolve a product failure.
- f) Services, support, and configuration of passive fail-over server (unless expressly purchased and listed in Exhibit A of this Agreement).

Upon Customer's request, Company may, in its discretion, agree to provide one or more of the above-listed services in this Section 6, at Company's then-current published hourly rates or for a fixed fee. If Customer's payments under this Agreement for PremierPro Support provided under Section 5 are current upon Customer's request for services described in this Section 6, and Company agrees to provide services described in this Section 6, Customer will receive preferred rates for both standard and after-hours services.

7. Hardware Maintenance:

Company, at its sole discretion, may use new or refurbished parts for the repair of any Company-provided hardware in connection with performance of PremierPro Support or services provided under Section 6 of this Agreement.

8. Customer Preventative Maintenance:

Customer shall perform all necessary preventative maintenance as outlined in Company's Administrative Guide, which may be updated from time to time by Company. Notwithstanding anything to the contrary in this Agreement, if Customer's failure to perform the required preventative maintenance is determined, in Company's reasonable discretion, to be the cause of any support call, Customer will be billed for the support call and the services required to service the Product, at Company's then-current hourly rate.

9. Response Times:

Non-emergency support calls will be responded to within one (1) business day, however most calls are handled within two (2) hours of receipt. For PremierPro Support calls made during non-business hours, an answering service takes all support calls. Calls that are placed as an emergency (system down or inoperable) will be dispatched to the on-call

support staff for response within four (4) hours. Non-emergency calls will be directed to support personnel, and will be responded to the next business day.

10. Customer Contacts:

Three (3) customer support contacts are allowed. Additional contacts may be added at any time for an additional \$500.00 per contact per Initial Term or then-current Renewal Term. Only Customer's customer support contacts may contact Company for support services.

Customer's customer support contacts are as set forth on Exhibit A of this Agreement. Customer may change its customer support contacts upon thirty (30) days' written notice to Company.

11. Representations and Warranties; Warranty Disclaimer:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PREMIERPRO SUPPORT SERVICES AND OTHER SERVICES PROVIDED HEREUNDER, AND ALL ASSOCIATED PRODUCTS, ARE PROVIDED TO CUSTOMER "AS IS" AND AS AVAILABLE, AND COMPANY AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. This warranty disclaimer is made regardless of whether Company knows or had a reason to know of Customer's particular needs. No employee, agent, dealer or distributor of Company is authorized to modify this warranty disclaimer, or to make any warranties, whether orally, in writing, or otherwise.

12. Limitation of Liability:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT, THE PRODUCTS, AND/OR THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE PRODUCTS, AND THE PREMIERPRO SUPPORT OR OTHER SERVICES PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO COMPANY HEREUNDER IN THE TWELVE- (12-) MONTH PERIOD IMMEDIATELY PRECEDING THE ACTION THAT GAVE RISE TO THE CLAIM. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT COMPANY WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.

13. Network Security Disclaimer:

13.1 Internet Security.

Company's Products may include software that connects to the Internet. The software is designed to operate within Customer's secure network environment, and the software does not provide any mechanism for security or privacy. Specifically, the software relies fully on Customer's security measures and implements no further security infrastructure. Company makes no representations or warranties to Customer regarding (i) the security or privacy of Customer's network environment; or (ii) any third-party technologies' or services' ability to meet Customer's security or privacy needs. These third-party technologies and services may include, but are not limited to, operating systems, database management systems, web servers, and payment processing services. Customer is solely responsible for ensuring a secure network environment.

13.2 Remote Access Security.

In order to enable code development, and Customer support and maintenance of the Products, Company requires remote access capability. Remote access is normally provided by installing PC-Anywhere, ControllIT, or other industry standard remote access software. It may also be provided through a Customer solution such as VPN access. Regardless of what method is used to provide remote access, or which party provides remote access software, it is Customer's responsibility to ensure that the remote access method meets Customer's security requirements. Company makes no representations or warranties to Customer regarding the remote access software's ability to meet Customer's security or privacy needs. Company also makes no recommendation for any specific package or approach with regard to security. Customer is solely responsible for ensuring a secure network environment.

13.3 Outbound Services Disclaimer.

Outbound services are intended to create additional methods of communication to Customer's employees who use the Products in support of existing processes. These services are not intended to replace all interaction with Customer's employees or become critical path. While the outbound services have been created with the best available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as software, computer hardware, network services, telephone services, and e-mail. Examples of situations that could cause failure include but are not limited to: down phone lines, all lines busy, equipment failure, email address changes, internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Customer acknowledges that it is aware of the potential hazards associated with relying on an automated outbound service feature, when using the

Products, and Customer acknowledges and agrees that it is giving up in advance any right to sue or make any claim against Company, and that Customer forever releases Company from any and all liability, if Customer, or Customer's employees, suffer injury or damage due to the failure of outbound services to operate, even though Customer does not know what or how extensive those injuries or damages might be.

14. Government Contracts:

14.1 In the event that Company shall perform Services under this Agreement in connection with any government contract or in which Customer may be the prime contractor or subcontractor for a government contract, Company agrees to abide by all laws, rules, and regulations relating to said government contract; provided that Customer provides a copy of the contract to Company prior to execution of this Agreement.

14.2 Company advises that, to the extent allowed by law, the resultant contract terms and pricing may be extended to other State of California jurisdictions, public entities, political subdivisions and government cooperative purchasing group(s) whose processing requirements, applications, specifications and standards coincide with the processing requirements, applications, specifications and standards herewith. The extension of this contract to any entity is at the sole discretion of Company. A qualified entity choosing to join this contract shall execute a separate contract with the specifications, pricing, terms and rights provided herewith, directly between the entity and Company, and shall commit a separate purchase order and pay for supplies and services by means of their individual accounting and purchasing departments. Any processing requirements, applications, specifications and/or standards not covered herewith will be developed and priced separately, based on the entity's additional requirements and specifications, and appended to the new resultant contract. The entity shall deal directly with Company concerning the placement of orders, invoicing, contractual disputes and all other matters. Failure to extend this contract to any entity shall have no effect on the consideration of Company's current bids or agreements.

15. Severability:

If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, Customer agrees that Sections 12 will remain in effect notwithstanding the unenforceability of any provision in Section 11.

16. Force Majeure:

Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is

caused by a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the reasonable control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay, to mitigate the harm or damage caused by such delay, and to resume performance as soon as possible.

17. Independent Contractor Relationship:

Company's relationship with Customer will be that of an independent Contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Customer is not an agent of Company and is not authorized to make any representation, contract, or commitment on behalf of Company, or to bind Company in any way. Company is not an agent of Customer and is not authorized to make any representation, contract, or commitment on behalf of Customer, or to bind Customer in any way. Company will not be entitled to any of the benefits, which Customer may make available to its employees, such as group insurance, profit sharing or retirement benefits.

18. Governing Law; Jurisdiction:

This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to and shall not be used to interpret this Agreement. Any action or proceeding arising from or relating to this Agreement must be brought in the federal or state court located in San Diego County, California.

19. Notice:

All notices, consents, and other communications under this Agreement must be delivered in writing by courier, by electronic facsimile (fax), or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature, and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever is sooner. Either party may change its address by giving notice of the new address to the other party.

20. Attorney's Fees:

In the event of a dispute between Customer and Company concerning this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and expenses from the other party.

21. Survival.

Sections 3, 11.3, 12, 13-24 and the rights and obligations therein will survive expiration or early termination of this Agreement.

22. Waiver:

All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

23. Authority:

Any person executing this Agreement in a representative capacity in so signing this Agreement acknowledges his or her authority to do so and his or her authority to bind the entity on whose behalf the Agreement is signed.

24. Entire Agreement:

This Agreement and the attached Exhibit(s), which are incorporated into and made a part of this Agreement by this reference, constitute the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms on any purchase order or similar document submitted by Customer to Company will not modify the terms and conditions of this Agreement or have any force or effect.

25. Counterparts:

This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and, when taken together, shall be deemed to constitute one and the same agreement. Each party agrees that the delivery of this Agreement by facsimile transmission or by PDF attachment to an e-mail transmission will be deemed to be an original of the Agreement so transmitted and, at the request of either party, the other party will confirm facsimile or e-mail transmitted signatures by providing the original document.

[Signature Page Follows]

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representative.

Selectron Technologies, Inc.

By: Todd A. Johnston

Signed: _____

Title: President

Date: _____

Address: 12323 SW 66th Avenue

Portland, OR 97223

Customer:

By: _____

Signed: _____

Title: _____

Date: _____

Address: _____

EXHIBIT A

Products and Licenses for which Company will Provide PremierPro Support

On-Premise Relay Permit Pack Interactive Voice Response Solution (4-Port)

Virtual Server Setup & Configuration

Solution Design and Development to Include the Following Functionality:

Base

- Schedule Inspections
- Cancel Inspections
- Obtain Inspection Results
- Post Inspection Results
- Speak Site Address
- Permit-Based Messaging
- Relay Portal for Administration & Reports

Add-Ons

- Spanish Language
- Spanish Translation & Professional Voice Recording for Base IVR Prompts
- English Professional Voice Recording for Base IVR Prompts
- English Professional Voice Recording for Street Words (Up to 3,000 words)

Relay Cloud Services Outbound

Solution Design and Development to Include the Following Outbound Notifications:

- Expiring Permits Notification
- Inspection Time Notification
- Plan Review Status Notification
- Automatic Results Notification
- Spanish Language for all 4 Notifications
- Transfer to Relay IVR

Managed Field Portal

Includes up to 10 User Licenses

Solution Design and Development to Include the Following Functionality:

- Field Portal
- Assignment Manager
- Base Location Services
- Review Center

Notes:

- Contract Execution Date is defined as the earlier of the Customer document signature date or Customer Purchase Order date for purchased product. If no dates are identified by Customer, Company signature date will then be identified as the effective date.
- Support coverage dates will be adjusted to reflect actual Contract Execution Date.
- Future service fee estimates for Renewal Terms are not a guarantee that Company will agree to automatic renewal of this Agreement, and future service fee estimates shall not affect Company's right to provide notice of non-renewal under Section 2 of the Agreement.

Customer Support Contacts

Company Name: _____

Address: _____

City: _____ State: ____ Zip: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Contact: _____ Email _____ Telephone: _____

Group Email for all three contacts: _____

EXHIBIT F
SELECTRON TECHNOLOGIES, INC. STATEMENT OF WORK



Statement of Work

Chula Vista, CA

Relay

Permits

RCS Outbound

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Chula Vista, CA (Chula Vista or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	6/30/2017

2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Chula Vista's Accela Civic Platform application database to provide the given data to Relay.

2.1. The Relay Platform

Chula Vista's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Chula Vista. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Application Packs and Channels

Chula Vista's solution includes the following application pack and channels:

- Application packs:
 - Permits Pack
- Channels:
 - IVR
 - Outbound

2.2. Permit Pack

Chula Vista will be configured with the Relay Permit Pack. The Permit Pack offers Chula Vista's customers with a central point of access for permit information and services.

Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
 - Access inspection results
 - Permit based messaging
 - Schedule inspections
 - Cancel inspections
 - Hear site address for the permit
- Inspector Menu
 - Post inspection results
 - Post correction codes
 - Leave Message for contractor

All permit, inspection, and/or code information is made available through an API to the Accela Civic Platform application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

2.2.1. IVR Channel

The IVR Channel for the Permit Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Chula Vista, but must be validated by the Accela Civic Platform database. When posting results, inspectors can add correction codes as well as leave a message for the contractor.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Chula Vista.

2.3. Relay Cloud Services Outbound

Relay Cloud Services (RCS) Outbound provides Chula Vista with a multi-channel outbound communication platform capable of sending Voice, SMS, and email messages to citizens. Two kinds of notifications can be sent: Targeted Notifications, which include dynamic account data and are designed to be sent to specific recipients; and Static Notifications, which do not include customer-specific data and are designed as more 'general information' style messaging. Static Notifications can be designed and recorded by Chula Vista staff using the Relay Portal.

With transfers enabled, call recipients will be able to request a transfer to an external number directly from the outbound call. Each transfer made in this way is treated as an additional call and counted against Chula Vista's outbound message bundle. A "call" is defined as any valid telephone connection (does not include telephony errors and no answers). A single call is up to 4 minutes in length; each subsequent period up to 4 minutes is considered an additional call.

Chula Vista's RCS Outbound will include targeted notification messaging in the following language(s): English, Spanish.

Dynamic Notifications require development and are designed during the implementation process. This project includes the following Dynamic Notifications:

2.3.1. Automatic Results Notification

During the inspection scheduling process, the permit holder may request to be contacted when results have been posted by the inspector. After selecting this option, the permit holder is prompted to enter their telephone number.

After inspectors have posted the results of an inspection, permit holders that have opted in are contacted with the notification. The Automatic Results Notification provides the following information: the permit number, inspection type, inspection result, and the date of inspection. If the call is answered by voice mail, a generic message is played stating that a result was posted to the inspection, but the actual result is not played.

2.3.2. Expired Permits Notification

The Expired Permits Notification contacts permit holders about their expiring and expired permits. It includes the following information: the permit number and the expiration, or expired, date. The date and time of notification delivery, relative to the expiration date, can be configured during the implementation process to fit the Customer's business rules.

2.3.3. Inspection Time Notification

During the inspection scheduling process, the permit holder may request to be contacted when the inspection has been scheduled. After selecting this option, the permit holder is prompted to enter their telephone number.

After the inspection has been scheduled, and the inspector has updated the permitting database with the inspection time, permit holders are contacted. The Inspection Time Notification includes the following data: the permit number, inspection type, inspection date, and the inspection time, if available.

2.3.4. Plan Review Status Notification

The Plan Review Status Notification sends plan review status details to a permit holder during the inspection process. Information may include department stop, the review status for each stop, and the date completed for each stop.

The exact data to be displayed on the Plan Review Status Notification template will be determined during the implementation process.

2.3.5. Static Notifications

Chula Vista will be able to send Customer-defined static notifications to citizens via phone, email, or SMS text. Chula Vista is responsible for defining and configuring these notifications, which can be done via the Relay Portal. Training for configuring and recording static notifications will be provided at the end of the implementation process.

2.4. Languages

The Customer's Relay application will be configured to support English and the following other language(s):

- Spanish

The additional language module(s) enables the solution to support non-English-language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice recorded) to the proper language.

The professionally-recorded prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

Chula Vista will be able to define a transfer destination for each language available on the IVR.

3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Chula Vista components. These are described in the following sections.

3.1. Application Database

It is anticipated that Selectron will be integrating with Chula Vista's new Accela Civic Platform application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs. Selectron assumes the new system is available for data access as part of testing activities.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Telephony Integration

This project includes Analog Dialogic Media Gateway integration.

- Selectron will provide an Analog Media Gateway Device and HMP Licenses for four (4) voice ports
- The City will provide analog phone lines

The existing 4-port CT ADE license software and key will be updated to the latest version; the City will send the existing 4-port CT ADE license key back to Selectron after cutover to the new Production IVR (with new key). Otherwise, standard costs for a new license key will apply.

4. Deployment Model

This implementation of Relay will be deployed on premise at Chula Vista. The Customer has elected to provide the components necessary to run the Relay solution. As such, Chula Vista will be providing 1 virtual server for the solution.

For virtual or physical servers, Relay requires these minimum specifications:

- Quad-Core Intel Processor
- 16gb RAM
- 250gb RAID 5 drives
- MS Windows 2012 R2, 64-bit
- ESXi v5.1 (or newer) or Hyper-V Gen 1

Chula Vista's solution is licensed for:

- Four (4) inbound IVR ports allowing for up to four concurrent calls

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Chula Vista will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Chula Vista administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

5.1. Run System Reports

Chula Vista administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Call Statistics
- Call Activity
- Call Detail

Chula Vista will also be able to run Outbound Campaign reports, including:

- Campaign Summary
- Completed Messages
- Failed Messages
- Import Errors

5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, and review outbound campaigns made using Relay Outbound. Each instance of an outbound campaign must be scheduled individually. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Chula Vista with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.5. Provide Installation and Administrative Training

Selectron will provide two days of onsite installation and training for Chula Vista's Relay solution.

6.1.6. Provide Marketing Materials

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

6.1.7. Interface Upgrades

After service initiation, Chula Vista's Accela Civic Platform database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Chula Vista application database (or other application database software) may require professional services outside the scope of this service.

6.1.8. On-going System Maintenance

Selectron Technologies' support plan includes a 1-year warranty (starts upon contract execution or PO receipt, whichever comes first) followed by an annual Support and Maintenance Plan; repair or replacement of any failed hardware or software component; a toll-free support line; and dial-in technical support for the solution. Refer to the Contract for more information.

The City will be responsible for building and installing the virtual server on the City's virtual server environment. Virtual Server & OS will not be covered under the City's Support & Maintenance Agreement with Selectron.

6.2. Chula Vista, CA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Chula Vista with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

6.2.2. Provide Customer Specific Information

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

6.2.3. Approve Channel Configuration

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

6.2.4. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Chula Vista's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Chula Vista identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the database, additional, post-installation development and testing time will be necessary, significantly delaying system activation.

6.2.5. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database or network are modified. Chula Vista is responsible for providing Selectron with appropriate application database network access as defined in the System Integration section.

6.2.6. Confirm Service Functionality

Chula Vista, CA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.7. Decommission Existing Production v3 VoicePermits IVR Server

In accordance with the Software License Agreement, the City agrees to decommission the existing Production VoicePermits IVR (on a physical server) after cutover to the new/upgraded Relay Permit Pack IVR (on a virtual server). Selectron's Project Manager will work with the City on software deletion, and will need signoff for confirmation.

6.2.8. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.



Statement of Work

Chula Vista, CA

Field Portal

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1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Chula Vista, CA (Chula Vista or Customer). The features, functionality, and services are provided through Selectron Technologies' inspector management and administration tool (Field Portal).

1.1. Revision History

Version #	Details	Date
1.0	Initial Release	7/5/2017

2. Functionality

This section details the functionality of the Field Portal. All functions and features are dependent upon the accessibility of Chula Vista's Accela Civic Platform application database to provide the given data to Selectron.

2.1. Field Portal

The Field Portal is a web-based location services and assignment management tool designed for supervisors and managers in the back office. With Field Portal, you can view inspector locations in real time, make instant assignment changes, and review work done in the field.

The following sections detail the functionality that will be implemented for Chula Vista. Additional features and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

2.1.1. Features

All inspection/permit information is made available through an API to the Accela Civic Platform application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

The Field Portal offers Chula Vista's supervisors tools to balance workloads and monitor field crews. Supervisors will be able to manage inspector assignments and locations via the Inspector Management Suite, including:

2.1.1.1. Assign Center

The Assign Center is used for workload management, allowing supervisors to assign, reassign, and unassign inspections; view inspector locations; and auto-assign inspections based on skill sets and other parameters.

2.1.1.2. Review Center

The Review Center can provide real-time reporting through several tabbed tables with inspector and inspection data. All data can be filtered by a date range as well as sorted through column headers. If the data is available from the Field Client, supervisors can view the following information via this center:

- Results
- Attachments
- Notices

2.1.1.3. Manage Center

The Manage Center is where administrators can configure the Field Portal application as well as create, edit, and delete new users. Administrators can create new users with permissions around various screens and types of data, assign inspections to inspectors, and assign inspectors to supervisors. Additionally, supervisors can manage their assigned inspectors.

2.1.1.4. Licensing

Chula Vista's solution is licensed for:

- Ten (10) Field Portal user licenses

3. System Integration

Depending on the implemented features, the Field Portal requires varying levels of integration with other Chula Vista components. These are described in the following sections.

3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Chula Vista's Accela Civic Platform application database. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs.

During the implementation phase, if data elements are identified as necessary but are not available via the included APIs, the project will be impacted. This may affect the implementation timeframe and will result in additional professional services fees.

3.2. Field Client

Selectron anticipates integrating with Chula Vista's Accela Mobile Office field client. If the data is available via the API, Selectron can pull reviews, notices, and attachments to be accessible within the Field Portal.

4. Deployment Model

This implementation of Field Portal will be deployed in Selectron's single-tenant hosted environment. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a hosted solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support. As such, Selectron will be providing the necessary hardware and software.

Selectron will work with Chula Vista to build a secure VPN tunnel for real-time read/write functionality between the hosted Field Portal server and the Application Database. Secure connection options may include client-level TLS or a persistent IPSec VPN. Each option requires specific ports to be opened for communication. Depending on the application database integration, these ports vary.

The Field Portal is a lightweight web application, optimized for desktop use.

Browsers

- The Field Portal supports the most recent versions of Chrome and Internet Explorer.

Geographic Information System

- ESRI 9.3+ (and others supported by Leaflet)

5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage the Field Portal. All system administration for the Field Portal is handled through the Manage Center. An administrator from Chula Vista will be provided with user credentials for the Field Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

5.1. Manage User Profiles

Using the Manage Center, administrators can create, edit, delete and manage user accounts for each inspector. Each inspector will be assigned a user ID, assignment configuration, and permissions. The administrator can also assign a specific supervisor to each inspector.

5.1.1. Configure Field Portal

Administrators can manage configurations and settings, including automatic assignment for areas, skill sets, and other parameters; and the cap on the total number of inspections allowed for one inspector in a day.

6. Responsibilities

6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

6.1.3. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

6.1.4. Provide Installation and Administrative Training

Selectron will provide remote training for the Field Portal solution. All installation is handled by Selectron technical staff at our remote hosting facility.

6.1.5. Interface Upgrades

After service initiation, Chula Vista's Accela Civic Platform database application may release new updates to their application or its interface. Upgrading the Field Portal interface to be compatible with any Chula Vista application database (or other application database software) may require professional services outside the scope of this service.

6.2. Chula Vista, CA

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

6.2.1. Return Questionnaires and Information

Selectron Technologies' Project Manager provides Chula Vista with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the implementation timetable.

6.2.2. Provide Remote Network Access to Application Database(s)

In order to fully test the interactive solution, Selectron Technologies requires access to Chula Vista's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Chula Vista identify the necessary requirements. The Customer will help facilitate communication between Selectron and the database vendor.

6.2.3. Provide System Access

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database or network are modified. Chula Vista is responsible for providing Selectron with appropriate application database and network access as defined in the System Integration section.

6.2.4. Confirm Service Functionality

Chula Vista, CA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

6.2.5. Contact Customer Support

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.