



Council Agenda Report

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Tracey Rossine, Environmental Programs Manager

Reviewed by: Yolanda Bundy, Environmental Sustainability Director

Approved by: Steve McClary, City Manager

Date prepared: August 16, 2023

Meeting date: September 11, 2023

Subject: Professional Services Agreement with Iris Consulting

RECOMMENDED ACTION: Authorize the Mayor to execute the Professional Services Agreement with Iris Consulting for software development and system integration.

FISCAL IMPACT: Funding for this amendment is included in the Adopted Budget for FY 2023-24, in Accounts 101-2001-5100 (Planning Professional Services), 101-2004-5100 (Building Safety Professional Services), 101-2010-5100 (Wastewater Management Professional Services), 101-3003-5100 (Clean Water Professional Services), 100-3008-5100 (Public Works Professional Services), 100-7007-5100 (City Clerk Professional Services), Finance Professional Services (100-7054-5100) and 102-3002-5100-02 (Woolsey Fire Professional Services). Compensation will not exceed \$145,500 annually.

WORK PLAN: This item was not included in the Proposed Work Plan for FY 2022-2023. However, the consultant's work supports numerous items on the work plan. Staff continue to work on ongoing projects and normal business while the FY 2023-24 Work Plan is finalized.

DISCUSSION: The City currently utilizes a proprietary database to track development projects through the planning, building safety, and public works review process. The database also supports Finance, Code Enforcement and the Environmental Programs. In 2019, the City issued a request for proposals for software development and system integration services. Based on the evaluation of the proposals submitted and the interviews conducted, staff recommended entering into an agreement with Iris Consulting (Consultant). On September 23, 2019, Council authorized a two-year agreement with Iris Consulting in an amount not to exceed \$120,500 annually. The

Council extended the term of the agreement with the Consultant to expire on September 30, 2023 as the City proceeds with the development and implementation of a new software program.

In FY 2021-22, Council added Work Plan Item No. 6.o. - Develop and Implement New Permitting Software Program. In September 2022, the City released a request for proposals for a land management program to replace the existing development database. Demonstrations were conducted in person so City staff would have the opportunity to consider the advantages and disadvantages of each proposed program. As the City prepares for the transition to new software, it will be essential to keep operations such as land use management, permitting, and code compliance/case management running seamlessly. It is anticipated that the existing system will need to operate simultaneously with the new system until implementation is complete.

Recently, the Consultant has added critical features to the development database to increase digital capabilities including online submittal portals for building plan checks, building permits, and planning applications, added automated workflows for digital documents, added automated templates, reports and notifications, created an operating permit module for wastewater permits, designed tracking and reporting features to monitor new ownership for the Woolsey Fire Fee Waiver program, added tracking modules for environmental health and geotechnical reviewers, and added new features to both the environmental programs and the code enforcement module. These improvements have been performed for approximately \$65,000, well under the annual not to exceed amount. In order to continue with these new features and ensure a high level of service to City residents, a new agreement with Iris Consulting is appropriate with an increased annual not to exceed amount to allow for rising costs and any additional features deemed necessary. Additionally, the City will need the technical expertise of a consultant who has historical knowledge to help facilitate the transition to the new permitting software.

Staff suggests authorizing the Mayor to execute an agreement with Iris Consulting. The City has utilized Iris Consulting to provide specialized consulting services and believes they consistently provide excellent service to the City for support and maintenance of the development database software.

ATTACHMENT:

1. Professional Services Agreement with Iris Consulting

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of September 11, 2023 by and between the City of Malibu (hereinafter referred to as the "City"), and IRIS Consulting (hereinafter referred to as "Consultant").

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to consulting services relating to software development and systems integration.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, the City and the Consultant agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work, attached to and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on October 1, 2023, and will remain in effect for a period of three (3) years from said date unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or designee, has the authority to provide that approval or authorization.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule (Exhibit B). The cost of services shall not exceed \$145,500 annually, for a total amount not to exceed \$585,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination. Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof.

6.1.1 In the event of such termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultants shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

(a) Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

(b) Comprehensive general and automobile liability insurance protecting the Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000. Each such policy of insurance shall:

1) Be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California or which is approved in writing by City.

2) Name and list as additional insured the City, its officers and employees.

3) Specify its acts as primary insurance.

4) Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days prior written notice to the City of such cancellation or material change."

5) Cover the operations of the Consultant pursuant to the terms of this Agreement.

6.5 Indemnification. Consultant shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Consultant's legal counsel unacceptable, then Consultant shall reimburse the City its costs of defense, including without

limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor, and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the

singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will

nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees. The parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing appropriately executed by both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Steve McClary City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	CONSULTANT:	Lorrie Feinberg Owner IRIS Consulting 4774 Park Granada, Suite 10 Box 8551 Calabasas, CA 91372 TEL (818) 632-8198
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6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

7.0 GENERAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the

California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials LF

This Agreement is executed on _____, at Malibu, California, and effective as of October 1, 2023.

CITY OF MALIBU:

BRUCE SILVERSTEIN, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

CONSULTANT:

Lorrie Feinberg
By: LORRIE FEINBERG
Owner

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney



City of Malibu

23825 Stuart Ranch Road · Malibu, California · 90265-4861
Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org

Software Development and Systems Integration Scope of Work (Exhibit A)

SCOPE OF SERVICES: The City of Malibu currently utilizes a mixture of custom databases, City hosted software services, and web-based programs to conduct daily City business activities. Consultant shall provide technical support for existing IT applications including, but not limited to:

- Acella for City finance and human resources functions
- OnBase by Hyland for document and agenda management
- Custom built Microsoft Access Applications, SQL databases, and Visual Studio. Net applications for community development review, transient occupancy tax, and alarm permits
- ARC GIS by ESRI
- Civic Plus for web content management
- PrimeGov and YouTube for video broadcast and hosting
- Turbo data Systems Inc. for parking citation administration
- Host Compliance for short-term rental administration
- Entrapass by Kantech for building security
- RecPro for community services programming
- An Integrated Wastewater Information Management System custom-built for tracking wastewater permits and related notifications
- Stripe Online Payments
- Microsoft Office 365 Business Online Applications (SharePoint Land Development portal)
- Bluebeam for electronic plan review
- DocuSign for digital signatures

Consultant shall provide technical support for the City's existing custom-built SQL and access database particularly the City's specialized applications for community development review, develop integrative tools for all the City's applications and create statistical reports to support the City's business activities.

As part of this work, the consultant shall be responsible for performing the following tasks:

- Administering, maintaining, and updating the City's custom-built applications for transient occupancy tax, alarm permits, environmental programs and community development which includes over 10 different modules

- Configuring upgrades to the City's custom-built Microsoft Access Applications, SQL databases, and .Net applications to increase operating efficiencies and/or adapt to new requirements
- Designing and developing new features for the existing custom-built applications as directed
- Developing stored procedures to meet user agreements
- Analyzing users' business processes and reporting requirements and making process improvements recommendations as requested
- Integrating and maintaining the interface between the City's custom-built applications and the City's OnBase program
- Integrating and maintaining the interface between the City's custom-built applications and the City's Topaz Signature Pad program
- Integrating and maintaining the interface between the city's custom-built applications and the City's Accela program
- Developing online forms
- Developing online public portals for the City's custom-built SQL databases
- Providing technical expertise for the implementation of electronic permitting services
- Performing System Administration duties including but not limited to macro creation, document creation, dynamic folders, creating and maintaining import processes, keyword update processes, workflow setup and management, report writing and external application connection
- Read, understand, and write computer code for City's proprietary database
- Attending meetings to discuss assignments, establish workflow, project priorities, and communicate project status
- Maintaining communication and cooperative working relationships with City staff, software providers and outside agencies
- Working onsite at Malibu City Hall as directed
- Responding to data queries within one to two hours upon request
- Delivering high level of customer service to all City staff and departments
- 24/7 technical support including assessment, diagnosis, documentation, and resolution of issues as needed in case of emergencies
- Providing other systems integration and development work as assigned
- In order to perform this work, the selected consultant shall be knowledgeable of the following:
 - Municipal government with the emphasis of knowledge in the development application permitting processing and environmental programs
 - Municipal records management and familiarity with records and workflow processes
 - Extensive programming experience in MS Windows environment Microsoft Office, VB, VB.NET, C#, Microsoft SQL Server, T-SQL, Crystal Reports, HTML, XML, and JavaScript in a networked environment using Microsoft servers
 - Comprehensive knowledge and understanding of computer systems, hardware, and software operations and principles
 - Knowledge of fundamental concepts, practices and procedures of application development and documentation
 - Software systems administration and systems analysis
 - Software system configuration, maintenance, and problem resolution

- Principles of relational database maintenance
- Web development languages and best practices
- Statistical report development
- Providing training to staff and documenting how the software systems work

Regular Office Hours

Consultant to work onsite work as needed and be available to provide phone support between the hours of 7:30 AM - 5:30 PM PST. If the City is unable to connect to a live person during this time, the City shall receive a prompt callback.

24/7 Support

The consultant shall provide 24/7 technical support including assessment, diagnosis, documentation, resolution of issues and individual workstation support for viewing and training as needed in case of emergencies. The consultant shall be notified of emergent issues via phone or email flagged with importance level as high and will receive a prompt response.

Compensation for Services (Exhibit B)

The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work's fee and cost schedule. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

Task Cost Estimate for Software Development and Systems Integration

The fees listed below are estimates only. The total annual not to exceed amount is \$145,500.

Department/Modules	Account	Agreement
Planning	101-2001-5100.00	\$30,000
Building Safety	101-2004-5100.00	\$70,000
Wastewater Module	101-2010-5100.00	\$5,000
Clean Water Programs	101-3003-5100.00	\$5,000
City Clerk Document Imaging Services	100-7007-5100.00	\$5,500
Public Works	100-3008-5100.00	\$15,000
Woolsey Fire Database Module	102-3002-5100.02	\$10,000
Finance	100-7054-5100.00	\$5,000
Total Annual Not to Exceed Amount		\$145,500

Standard Fee Schedule

IRIS Consulting Fee Schedule	
Description	Fee
<u>Onsite and Remote</u>	
Includes all remote work and all onsite visits before 5:30 PM Principal Assistant	\$135.00/Hour \$80.00/Hour
<u>Offsite (Non-Remote)</u>	
Includes all offsite (not at City hall) including expert witness work Principal Assistant	\$155.00/Hour \$100.00/Hour
<u>After Hours Onsite</u>	
Includes all onsite work after 5:30 pm. Principal Assistant	\$155.00/Hour \$100.00/Hour
<u>Miscellaneous</u>	
Mileage and travel time are not charged to the client, however a minimum charge for onsite work is 2 hours.	N/A