



Council Agenda Report

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

Prepared by: Richard Mollica, Planning Director

Reviewed by: Joseph Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: September 13, 2022 Meeting date: September 27, 2022

Subject: Amendment No. 2 to Professional Services Agreement with Iris Consulting

RECOMMENDED ACTION: Authorize the Mayor to execute the Professional Services Agreement (PSA) Amendment No. 2 with Iris Consulting for software development and system integration.

FISCAL IMPACT: Funding for this amendment is included in the Adopted Budget for Fiscal Year 2021-2022 Account Nos. 101-2001-5100.00 (Planning Professional Services), 101-2004-5100.00 (Building Safety Professional Services), 101-2010-5100.00 (Wastewater Management Professional Services), 101-3003-5100.00 (Clean Water Professional Services), 100-3008-5100.00 (Public Works Professional Services), 100-7007-5100.00 (City Clerk Professional Services) and 102-3002-5100-02 (Woolsey Fire Professional Services). Compensation will not exceed \$120,500 annually.

WORK PLAN: This item was not included in the Adopted Work Plan for Fiscal Year 2021-2022. However, the consultant's work supports numerous items on the work plan.

DISCUSSION: The City currently utilizes a proprietary database to track development projects through the planning, building safety, and public works review process. In addition, the database supports 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. On September 23, 2019, Council authorized a two-year agreement with Iris

Consulting in an amount not to exceed \$120,500 annually. During this two-year period, the Consultant expended an average of \$95,000 per year.

In June 2021, as part of budget the process, Council directed staff to add Item No. 6.o. Develop and Implement New Permitting Software Program to the Adopted Work Plan for Fiscal Year 2021-2022. In September 2021, the Council extended the term of the City's Professional Service Agreement with Iris Consulting for another year, and approved an increase in the Consultant's hourly rate to \$120 per hour, and provided a not to exceed \$120,500 as the City proceeds with the development and implementation of the new permitting software program.

In the last year, 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, eliminated the Integrated Wastewater Information Management System program for tracking wastewater permits and created an operating permit module, created new tracking and reporting features to monitor new ownership for Woolsey Fire fee waiver program, added tracking modules for environmental health and geotechnical reviewers, and added new features to the code enforcement module. These improvements have been performed for approximately \$60,000, well under the \$120,500 annual not to exceed amount.

The Consultant's agreement is set to expire on October 1, 2022. As of the date of this report, City staff is currently in the process of drafting the request for proposals for the new permitting software to replace the existing development database. As such, staff is requesting that the City Council extend the term of the City's Professional Service Agreement with Iris Consulting for another year. The Consultant has requested an increase in her hourly rate to \$130 per hour to accommodate an inflationary rate of 8%. Staff has evaluated this request and believes that the required work can be accomplished at this rate within the previously established not to exceed amount of \$120,500 annually. The fee schedule included in the scope of work has been updated to reflect this new hourly rate. Lastly, the scope of work has been modified to reflect the most up to date IT applications utilized by the City.

ATTACHMENT: Amendment No. 2 to the Professional Services Agreement with Iris Consulting

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on September 27, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Iris Consulting, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

- A. On September 23, 2019, the City entered into an Agreement with Consultant for consulting services relating to software development and systems integration (the "Agreement").
- B. On September 27, 2021, the City Council approved Amendment No. 1 to Agreement to extend the term of the agreement for one year and to increase the consultant's hourly rate and compensation.
- C. The City desires to amend the Agreement to extend the term of the agreement and to increase the consultant's hourly rate and compensation, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to October 1, 2023.
- 2. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended as set forth in Exhibit C attached hereto.

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 attached as Exhibit C. The cost of services shall not exceed \$120,500 annually (for a total not to exceed amount of \$481,500). No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his designee.

- 3. All references to Exhibit B shall be amended to refer to Exhibit C.
- 4. The Parties agree that this Amendment 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.
- 5. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of October 1, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk

(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

CONSULTANT:



By: LORRIE FEINBERG

Title: Owner, Iris Consulting

Software Development and Systems Integration Scope of Work

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. The City's existing IT applications include, but are not limited to:

- Springbrook 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
- Stripe Online Payments
- Microsoft Office 365 Business Online Applications (SharePoint Land Development portal)
- Bluebeam for electronic plan review
- DocuSign for digital signatures

Iris Consulting (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
- 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 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 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.

Budget

The costs listed below are estimates only. The regular rate for IRIS Consulting Principal is \$130 per hour. The City will only be charged for time spent. The total budget for these services shall not exceed \$120,500 annually.

Department/Modules	Account	Agreement
Planning	101-2001-5100.00	\$30,000
Building Safety	101-2004-5100.00	\$50,000
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	102-3002-5100.00	\$10,000
Total Annual Not to Exceed Amount		\$120,500

Fee Schedule

IRIS Consulting Fee Schedule	
Description	Fee
<u>Onsite and Offsite</u>	
Includes all offsite work and all onsite visits before 5:30 pm. Principal Assistant	\$130.00/Hour \$80.00/Hour
<u>After Hours Onsite</u>	
Includes all onsite work after 5:30 pm. Principal Assistant	\$150.00/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