

# CITY CLERK ORIGINAL

C-9542  
12/10/2014

## PROFESSIONAL SERVICES AGREEMENT

City Project No.

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and eCorridor, a Nevada Corporation, ("Consultant") as of the 10th day of December, 2014 ("Effective Date").

### RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

### AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Consultant agree as follows:

#### 1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
  - a. Project Manager.
    - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
    - (2) The City must approve the designated Project Manager.
  - b. Project Team.
    - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
    - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
  - c. Discharge, Reassign, Replacement.
    - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
    - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
  - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
  - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Consultant will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
  - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
  - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
  - (1) City may reuse the Work Product at its sole discretion.
  - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
  - (3) In such case, City will also remove any seal and title block from the Work Product.

4. Compensation for the Project.

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$35,000.00 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
  - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
  - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
  - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
  - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
  - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
  - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

## 5. **Billings and Payment.**

### 5.1 Project Deliverable Sign-off.

- a. Consultant and City's authorized representatives will sign-off on the Project Deliverable Sign-off Form (**Exhibit F**) within fifteen (15) business days of the completion of a milestone as defined in **Exhibit C**. If a milestone is rejected for any reason, the City will provide a written description of the deficiencies to Consultant within fifteen (15) business days from rejection date. The Parties will work to resolve any deficiencies and Consultant will resubmit the Project Deliverable Sign-off Form for the City's approval. If the City fails to accept or reject a milestone within fifteen (15) business days of completion of a milestone or resubmission of the Project Deliverable Sign-off Form, or, in the case of technology projects if the City elects to place a Subsystem into production operations, the Consultant will be paid the full contract price for the payment milestone (**Exhibit D**).

### 5.2 Payment.

- a. After the terms of the Project Deliverable Sign-off Form have been met, Consultant will submit an invoice to the City. City will process and remit payment within 30 calendar days.
- b. Payment may be subject to or conditioned upon City's receipt of:
  - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
  - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

### 5.3 Withholding.

- a. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

## 6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed. If the insurance maintained has higher limits than the minimums shown, the City requires and shall be entitled to coverage for the higher limits maintained.
- b. **General Liability.**
  - (1) Consultant must at all times relevant hereto carry a commercial general liability policy covering bodily injury and property damage, including products-completed operations, personal injury and advertising with at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
  - (2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a limit of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate.
- c. **Professional Liability (Errors and Omissions).** Consultant must maintain a professional errors and omissions liability appropriate to the Consultant's profession with limits of \$1,000,000 per occurrence or claim and a \$1,000,000 annual aggregate. If the coverage is on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of contract work. **Insurance must be maintained and evidence of insurance provided for at least (1) one year after completion of the contract work.** If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of (1) one year after completion of the contract work.
- d. **Automobile Liability.** No auto insurance is necessary unless at any time Consultant uses an automobile to complete any portion of the work involved in the Project. In the event Consultant or any of Consultant's Subconsultants and Subcontractors ever use an

automobile to complete any portion of the work involved in the Project, such entity will provide coverage for any auto, or hired and non-owned autos with limits no less than \$1,000,000 per accident for bodily injury and property damage.

- e. Consultant is a sole proprietor, as indicated in the Sole Proprietor Workers' Compensation Form attached and incorporated as Exhibit G to the Agreement, and is responsible for workers' compensation insurance only in the event Consultant hires one or more additional employees.
- f. Notice of Changes. Consultant's Policies shall not be canceled, except not less than 30 days' advance written notice to City Representative.
- g. Certificates of Insurance.
  - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.
  - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
  - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
  - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation, employer's liability and Professional Liability coverages, City, its officers, officials, employees, and volunteers must be named and properly endorsed as additional insureds on all liability policies required by this section.
  - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the City.
  - (2) Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
  - (3) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless reasonably acceptable to all parties.

- (4) City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8.2 Subconsultants and Subcontractors.

- a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subconsultant or Subcontractor if City is satisfied the amounts required are not commercially available to the Subconsultant or Subcontractor and the insurance the Subconsultant or Subcontractor does have is appropriate for the Subconsultant or Subcontractor's work under this Agreement.
- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. **Prohibitions.** Consultant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
  - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
  - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

eCorridor  
Attn: George Roundy

5025 N. Central Ave., Suite #534  
Phoenix, AZ 86543

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale  
c/o Assistant Chief Rick St. John

6835 N. 57<sup>th</sup> Dr.  
Glendale, Arizona 85301

With required copy to:

City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

- c. Concurrent Notices.
- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
  - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
  - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
- d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
14. **Term**. The term of this Agreement commences upon the effective date and continues for a 2 year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional 0 years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
15. **Dispute Resolution**. Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

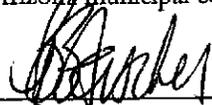
16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation
- Exhibit E Dispute Resolution
- Exhibit F Project Deliverable Sign-off Form
- Exhibit G Sole Proprietor Workers' Compensation Form

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,  
an Arizona municipal corporation



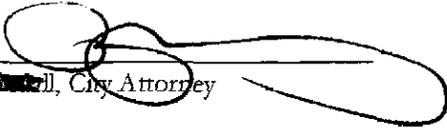
By: BRENDA S. FISCHER  
Its: CITY MANAGER

ATTEST:



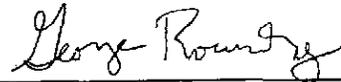
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Craig [redacted], City Attorney

an



By: George Roundy, eCorridor, Inc.  
Its: CEO

**EXHIBIT A**  
**Professional Services Agreement**

**PROJECT**

The Glendale Police Department is in the process of implementing Intergraph's WebRMS and requires a bi-lateral interface between WebRMS and the Maricopa County Sheriff's Office (MCSO) Pre-Booking application.

**EXHIBIT B**  
**Professional Services Agreement**

SCOPE OF WORK  
(Cover Page)



## Glendale Police Department RMS Integration with MCSO PreBooking

### **Overview:**

Maricopa County Sheriff's Office PreBooking system is used to capture the information required to book people into the county jail. All law enforcement agencies that book people into the MCSO jail utilize the application to facilitate this process. The Glendale Police Department is in the process of implementing the Intergraph Records Management System (RMS) and desires to incorporate a two-way integration between their RMS and the MCSO PreBooking application. This approach has significant benefits that include reduced manpower during the arrest process along with single data entry which supports data accuracy and consistency.

This document outlines the project to accomplish the two-way interface between the Glendale Police Department RMS and the MCSO PreBooking application.

### **Review and Validation of Interface Control Document (ICD)**

An ICD is created for every interface that is associated to the Glendale PD RMS. eCorridor will perform a review and validation of the *Intergraph RMS to MCSO PreBooking ICD* to ensure that it is consistent and aligned with the MCSO PreBooking application.

If necessary, eCorridor will identify any modifications to the ICD between the Glendale PD RMS and MCSO PreBooking application.

### **Setup PreBooking Development & Test Environment for Glendale Interface**

eCorridor will establish all necessary queues, modules and parameters necessary to support the two-way Glendale RMS / PreBooking interfaces. This includes coordinating with the Maricopa County ICJIS department to create the interface infrastructure (i.e. MQ/Integration Engine) to support all of the integration points defined in this statement of work.

### **PreBooking Interface Development**

eCorridor will review and identify any modifications that may be needed within the PreBooking / RMS Interface module.



**Glendale Police Department  
RMS Integration with MCSO PreBooking**

**PreBooking / Glendale PD RMS Integration Points**

Following are all of the integration points between the Glendale PD RMS and PreBooking once the enhanced solution is implemented.

<b>Sending System</b>	<b>Receiving System</b>	<b>Interface Name</b>	<b>Purpose / Description of Interface</b>
RMS	PreBooking	Arrest Transaction	Establish an Arrest Booking on the PreBooking system. Also used to refresh an Arrest Booking in case of errors.
PreBooking	RMS	Arrest Reply Transaction	Used as a reply from PreBooking to the RMS to indicate Success or Error. If Error, record type and error description provided.
PreBooking	RMS	Final Acceptance Transaction	Upon the Acceptance to the jail, PreBooking will send the RMS the details of the Arrest and Charge information. Can be used by the RMS to identify any changes to the data from the time of the initial Arrest Transaction transmission. Also used to update the MCSO Booking number and Common Case Number into the RMS.
PreBooking	RMS	Arrest Report	PDF of the MCSO Arrest Report
PreBooking	RMS	Form IV Report	PDF of the Form IV report that was sent to the courts.



## **Glendale Police Department RMS Integration with MCSO PreBooking**

### **PreBooking System Modifications**

eCorridor will evaluate and make any necessary PreBooking core functionality changes to support the single point of entry through the Glendale Police Department RMS.

### **Integration Testing**

Integration testing is a critical phase of any system integration project. The MCSO PreBooking application is a complex system that was built to establish highly validated data to feed throughout the entire criminal justice process. This phase of the project will require the successful accomplishment of the following tasks:

- Develop an integration test plan
- Develop a comprehensive set of test cases
- Conduct tests on each test case until they are deemed successful by all parties
- Include testing error conditions

This phase requires a high degree of coordination between eCorridor, Glendale Police Department and Intergraph to resolve issues and implement fixes.

### **Implementation Support**

Once the system integration testing and system testing is completed, eCorridor will coordinate with MCSO to implement the enhanced PreBooking application. This can require making database changes, coordinating with the user base for system outage, backing up prior versions of the application, developing a fall-back plan and installing the software changes.

### **Post Implementation Support**

The first 30 to 60 days of a new system going live are the most crucial for the post implementation team. eCorridor is prepared to provide post implementation support for the integration between the Glendale PD RMS and the MCSO PreBooking system. This includes on-call support, troubleshooting problems and incorporating system fixes to resolve the problems.



## Glendale Police Department RMS Integration with MCSO PreBooking

### **Project Resources**

eCorridor will provide a Project Manager and a Developer/Testing resource to support the successful implementation the two-way Glendale Police Department RMS integration with the MCSO PreBooking system.

### **Roles and Responsibilities**

Following are the roles and responsibilities that are assumed with this proposal.

<b>Roles / Responsibilities</b>	<b>Organization</b>
ICD Review and Validation	eCorridor
Management of RMS Vendor	Glendale Police Department
PreBooking Interface Review / Enhancements	eCorridor
PreBooking System Functionality Review / Enhancements	eCorridor
Development of an Integration Test Plan	Glendale Police Department with support from eCorridor
Development of the Test Cases	Glendale Police Department with support from eCorridor
Conducting the Integration Testing	Joint responsibility with eCorridor, Glendale Police Department and Intergraph
Implementation Support of PreBooking	eCorridor
Post Implementation Support of PreBooking	eCorridor



**Glendale Police Department  
RMS Integration with MCSO PreBooking**

**Project Costs and Timeline**

eCorridor is proposing a fixed rate fee to complete the Glendale PD RMS Integration with MCSO PreBooking project, paid based on the completion of milestones. Following are the associated project costs and milestones:

<b>Milestone</b>	<b>Payment</b>	<b>Planned Date</b>
Contract signing / Issue PO	\$8,750	12-31-2014
Complete review / update of PreBooking Interface module and PreBooking core system	\$8,750	2-21-2015
Enhanced PreBooking System implemented in production	\$8,750	4-7-2015
Completed 60 days of Post Implementation Support	\$8,750	6-2-2015
<b>Total</b>	<b>\$35,000</b>	

**Summary**

In summary, eCorridor is positioned to support the Glendale Police Department in benefiting from a fully integrated RMS and MCSO PreBooking system. We look forward to working with you and we are open to any questions regarding the proposal. Thank you.

**EXHIBIT C**  
**Professional Services Agreement**

SCHEDULE

<b>Deliverable</b>	<b>Planned Date</b>
Contract signing / Issue PO	12-31-2014
Complete the ICD Review / Validation	1-10-2015
Setup development / test environment for Glendale interface	1-24-2015
Complete review / update of PreBooking Interface module	2-7-2015
Complete review / enhancements to PreBooking core system	2-21-2015
Complete 50% of Integration Tests	3-7-2015
Complete 100% of Integration Tests	3-14-2015
Enhanced PreBooking System implemented in production	4-7-2015
Completed 30 days of Post Implementation Support	5-5-2015
Completed 60 days of Post Implementation Support	6-2-2015

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be a fixed rate with payment milestones as defined below

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$35,000.00.

**DETAILED PROJECT COMPENSATION**

Contract signing/Issue PO	\$ 8,750.00
Complete review/update of PreBooking Interface modules and PreBooking core system	\$ 8,750.00
Enhanced PreBooking System implemented in Production environment	\$ 8,750.00
Completed 60 days of Post Implementation Support	\$ 8,750.00
Total:	\$35,000.00

**EXHIBIT E**  
**Professional Services Agreement**

DISPUTE RESOLUTION

**1. Disputes.**

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. *When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.*
  - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
  - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
  - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

**2. Arbitration.**

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be *heard independently.*
  - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
  - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

**EXHIBIT F**  
**Professional Services Agreement**  
PROJECT DELIVERY SIGN-OFF FORM

(Cover Page)

# PROJECT DELIVERABLE SIGN-OFF FORM

City of Glendale - Project Name

<b>Submission Date:</b>		<b>Sign-off Target Date:</b>	
<b>Submitted By:</b>		<b>Submitted To:</b>	
<b>City Contract #:</b>		<b>Project #:</b>	

## Type of Deliverable

SOW Tasks       Payments       Plans       Training       Other

## Deliverable Information

With the deliverable described above complete, the Customer shall have ten (10) working days to either sign-off that the deliverable has been met or state in writing to Intergraph the reason the deliverable has not been met.

Sign-off of the deliverable shall be based solely upon the deliverable meeting the requirements stated in the Agreement between Vendor and City of Glendale dated Contract Date and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) working day period, then the deliverable will be deemed to have been signed off.

The signature below acknowledges that the deliverable described in the Agreement and listed above meets all of the appropriate criteria and supercedes all prior requirements for this item.

**Vendor Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Authorized City Representative**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT G**  
**Sole Proprietor Workers' Compensation Form**

