

## Solutions Agreement

This Lucity Solutions Agreement (the "**Agreement**"), effective as of the latest date shown on the signature block below (the "**Effective Date**"), is entered into between Lucity, Inc., a Kansas Corporation with its principal place of business in Overland Park, KS ("**Lucity**") and the **City of Temecula** ("**Customer**"), together with Lucity, the "**Parties**", and each, a "**Party**".

**WHEREAS**, Lucity licenses and gives access to certain software applications ("**Solutions**") to its customers and also provides maintenance, support, migration, installation and other professional services; and

**WHEREAS**, Customer desires to license and/or gain access to certain Solutions and receive professional services described herein, and Lucity desires to grant and provide Customer license and access to such offerings as well as to support them with professional services, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by the signatures of their duly authorized representative below, the Parties intending to be legally bound, agree to all of the following provisions and exhibits of this Agreement:

LUCITY, INC.	City of Temecula
1000 Business Center Dr. Lake Mary, FL 32746	41000 Main St Temecula, CA 92590
By: <i>Tom Amburgay</i>	By:
Print Name: <i>Tom Amburgay</i>	Print Name: Michael S. Naggar
Print Title: <i>General Manager</i>	Print Title: Mayor
Date Signed: <i>5/28/19</i>	Date Signed:

**1. LucitySolution: Lucity AM**

**2. Term.**

- 2.1. **Initial Term.** The Initial Term of this Agreement commences as of the Effective Date and will continue in effect for five (5) years from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").
- 2.2. **Renewal Term.** This Agreement will automatically renew for up to five (5) additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's provisions (a "**Renewal Term**" and, collectively, with the Initial Term, the "**Term**").
- 2.3. **Non-Renewal.** Either party may elect to end renewal of the contract by issuing a notice of non-renewal, in writing, to the other party six (6) months prior to the expiration of the current contract term.

**3. Fees.** In consideration of the rights and services granted by Lucity to Customer under this Agreement, Customer shall make payments to Lucity pursuant to the amounts and payment terms outlined in Exhibit 1 (the "**Project Cost Summary**").

**4. Definitions.** Capitalized terms not otherwise defined in this Agreement have the meanings set forth below:

- 4.1. "**Action**" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or other, whether at law, in equity, or otherwise.
- 4.2. "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person.

- 4.3. **"Authorized User"** means Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Solutions under the rights granted to Customer pursuant to this Agreement, and for whom access to the Solutions has been purchased.
- 4.4. **"Baseline"** means the version of a Lucy Solution updated to the particular time in question through Lucy's warranty services and maintenance, but without any other modification whatsoever.
- 4.5. **"Component System"** means any one of the Solutions identified in Exhibit 1, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, development work, improvements and enhancements to and all Intellectual Property Rights for such Component System.
- 4.6. **"Customer Data"** means information, data, and content, in any form or medium, collected, downloaded, or otherwise received, directly or indirectly from Customer, an Authorized User or end-users by or through the Solutions, provided the data is not personally identifiable by any individual and not identifiable to Customer.
- 4.7. **"Custom Modification"** means a change that Lucy has made at Customer's request to any Component System in accordance with a Lucy-generated specification, but without any other changes whatsoever by any Person.
- 4.8. **"Customer Systems"** means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated by Customer or through the use of third-party services.
- 4.9. **"Defect"** means a material deviation between the Baseline Lucy Solution and its Documentation, for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control. Further, with regard to each Custom Modification, Defect means a material deviation between the Custom Modification and the Lucy-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Lucy enough information to enable Lucy to replicate the deviation on a computer configuration that is both comparable to the Customer Systems and that is under Lucy's control.
- 4.10. **"Documentation"** means any manuals, instructions, or other documents or materials that Lucy provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Solutions, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- 4.11. **"Enhancements"** means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.
- 4.12. **"Harmful Code"** means any software, hardware, device or other technology, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Solutions as intended by this Agreement.
- 4.13. **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 4.14. **"Maintenance"** means optimization, error correction, modifications, and updates to Lucy Systems to correct any known Defects and improve performance. Maintenance will be provided for each Component System, the hours and details of which are described in Exhibit 2 ("**Support Standards**").
- 4.15. **"New Releases"** means new editions of a Baseline Component System or Custom Modification.
- 4.16. **"Person"** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- 4.17. **"Personal Information"** means any information that does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located. Personal Information includes all "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act, "protected health information" as defined under the Health and Insurance Portability and Accountability Act of 1996,

"Personal Data" as defined in the EU General Data Protection Regulation (GDPR 2018), "Personal Information" as defined under the Children's Online Privacy Protection Act of 1998, and all rules and regulations issued under any of the foregoing.

- 4.18. **"Professional Services"** means installation, implementation, development work, training or consulting services including custom modification programming, support relating to custom modifications, on-site support services, assistance with data transfers, system restarts and reinstallations provided by Lucy.
- 4.19. **"Representatives"** means, with respect to a party, that party's employees, officers, directors, agents, subcontractors, and legal advisors.
- 4.20. **"Lucy Personnel"** means all individuals involved in the performance of Support Services and Professional Services as employees, agents, authorized subcontractors or independent contractors of Lucy.
- 4.21. **"Lucy Solution(s)"** or "Solutions" means the Component Systems, Documentation, Custom Modifications, development work, Lucy Systems and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, provided or used by Lucy or any Subcontractor in connection with Professional Services or Support Services rendered under this Agreement.
- 4.22. **"Lucy Systems"** means the information technology infrastructure used by or on behalf of Lucy to deliver Solutions, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Lucy or through the use of third-party services.
- 4.23. **"Support Services"** means Maintenance, Enhancements, implementation of New Releases, and general support efforts to respond to incidents reported by Customer in accordance with the detailed Support Standards outlined in Exhibit 2.
- 4.24. **"Third-Party Materials"** means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, related services, equipment, or components of or relating to the Solutions that are not proprietary to Lucy.

## 5. License, Access & Services.

- 5.1. License Grant. Subject to and conditioned on the payment of Fees and compliance with all other terms and conditions of this Agreement, Lucy hereby grants to Customer a perpetual, non-exclusive, non-sublicenseable, and non-transferable license to the current version of the Lucy Solution(s) outlined in Exhibit 1 at the time of this Agreement's execution.
- 5.2. Access and Scope of Use. Subject to and conditioned on Customer and their Authorized Users' compliance with the terms and conditions of this Agreement, Lucy hereby grants Customer a non-exclusive, non-transferable right to access and use the Solutions, solely by Authorized Users. Such use is limited to Customer's internal use. Lucy shall deliver to Customer the initial copies of the Lucy Solution(s) outlined in Exhibit 1 by (a) electronic delivery, by posting it on Lucy's network for downloading, or similar suitable electronic file transfer method, or (b) physical shipment, such as on a disc or other suitable media transfer method. Physical shipment is on FOB-Lucy's shipping point, and electronic delivery is deemed effective at the time Lucy provides Customer with access to download the Solutions. The date of such delivery shall be referred to as the **"Delivery Date."**
- 5.3. Documentation License. Lucy hereby grants to Customer a non-exclusive, non-sublicenseable, non-transferable license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Solutions.
- 5.4. Service and System Control. Except as otherwise expressly provided in this Agreement:
  - 5.4.1. Lucy has and will retain sole control over the operation, provision, maintenance, and management of the Solutions; and
  - 5.4.2. Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for access to and use of the Solutions by any Person by or through the Customer Systems or other means controlled by Customer or any Authorized User, including any reports or results obtained from any use of the Solutions, and conclusions, decisions, or actions based on such use.
- 5.5. Limitations. Customer must provide Lucy with such facilities, equipment and support as are reasonably necessary for Lucy to perform its obligations under this Agreement, including, if required by Lucy,

remote access to the Customer Systems. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by any Customer delay or Customer's failure to perform any obligations under this Agreement.

- 5.6. **Exceptions.** Lucy has no obligation to provide Support Services relating to any Defect with the Solutions that, in whole or in part, arise out of or result from any of the following:

- 5.6.1. software, or media on which provided, that is modified or damaged by Customer or third party;
- 5.6.2. any operation or use of, or other activity relating to, the Solutions other than as specified in the Documentation, including any incorporation, or combination, operation or use of the Solutions in or with, any technology (software, hardware, firmware, system, or network) or service not specified for Customer's use in the Documentation;
- 5.6.3. any negligence, abuse, misapplication, or misuse of the Lucy Solution other than by Lucy personnel, including any Customer use of the Lucy Solution other than as specified in the Documentation or expressly authorized in writing by Lucy;
- 5.6.4. any Customer's failure to promptly install any New Releases that Lucy has previously made available to Customer;
- 5.6.5. the operation of, or access to, Customer's or a third party's system, materials or network;
- 5.6.6. any relocation of the Lucy Solution other than by Lucy personnel or customer personnel working in conjunction with Lucy personnel; any beta software, software that Lucy makes available for testing or demonstration purposes, temporary software modules, or software for which Lucy does not receive a fee;
- 5.6.7. any breach of or noncompliance with any provision of this Agreement by Customer or any of its Representatives or any Force Majeure Event (including abnormal physical or electrical stress).

- 5.7. **Reservation of Rights.** Except for the specified rights outlined in this Section, nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to the Support Services, Professional Services, Solutions, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in the Solutions, and the Third-Party Materials are and will remain with Lucy and the respective rights holders.

- 5.8. **Changes.** Lucy reserves the right, in its sole discretion, to make any changes to the Support Services and Solutions that it deems necessary or useful to: (a) maintain or enhance the quality or delivery of Lucy's services to its customers, the competitive strength of or market for Lucy's services, or the Support Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to particular Support Services, Professional Services or their product suite of Solutions. The parties shall evaluate and, if agreed, implement all such requested changes. No requested changes will be effective unless and until memorialized in either a Lucy issued Add-On Quote signed by the Customer, or a written change order or amendment to this Agreement signed by both parties.

- 5.9. **Subcontractors.** Lucy may from time to time in its discretion engage third parties to perform Professional Services or Support Services (each, a "**Subcontractor**"), following not less than ten (10) business days' prior, written notice to Customer. Any authorized subcontractor shall be subject to the same indemnity and insurance requirements as are imposed on Lucy in Section 15, herein.

- 5.10. **Security Measures.** The Lucy Solution may contain technological measures designed to prevent unauthorized or illegal use of the Lucy Solution. Customer acknowledges and agrees that: (a) Lucy may use these and other lawful measures to verify compliance with the terms of this Agreement and enforce Lucy's rights, including all Intellectual Property Rights, in and to the Lucy Solution; (b) Lucy may deny any individual access to and/or use of the Lucy Solution if Lucy, in its reasonable discretion, believes that person's use of the Lucy Solution would violate any provision of this Agreement, regardless of whether Customer designated that person as an Authorized User; and (c) Lucy may collect, maintain, process, use and disclose technical, diagnostic and related non-identifiable data gathered periodically which may lead to improvements in the performance and security of the Solutions.

6. **Use Restrictions.** Customer shall not, and shall not permit any other Person to, access or use the Solutions except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:

- 6.1. copy, modify, or create derivative works or improvements of the Solutions, or rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Solutions to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- 6.2. reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Solutions, in whole or in part;
- 6.3. bypass or breach any security device or protection used by Solutions or access or use the Solutions other than by an Authorized User through the use of his or her own then valid access;
- 6.4. input, upload, transmit, or otherwise provide to or through the Lucy Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- 6.5. damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Lucy Systems, or Lucy's provision of services to any third party, in whole or in part;
- 6.6. remove, delete, alter, or obscure any trademarks, Specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any Documentation or Solutions, including any copy thereof;
- 6.7. access or use the Solutions in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any applicable law;
- 6.8. access or use the Solutions for purposes of competitive analysis of the Solutions, the development, provision, or use of a competing software service or product or any other purpose that is to Lucy's detriment or commercial disadvantage or otherwise access or use the Solutions beyond the scope of the authorization granted under this Section.

## **7. Customer Obligations.**

- 7.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain, and operate in good repair all Customer Systems on or through which the Solutions are accessed or used; (b) provide Lucy Personnel with such access to Customer's premises and Customer Systems as is necessary for Lucy to perform the Support Services in accordance with the Support Standards and Specifications; and (c) provide all cooperation as Lucy may reasonably request to enable Lucy to exercise its rights and perform its obligations under and in connection with this Agreement.
- 7.2. Effect of Customer Failure or Delay. Lucy is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement.
- 7.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 6, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Solutions and permanently erasing from their systems and destroying any data to which any of them gained unauthorized access); and (b) notify Lucy of any such actual or threatened activity.

## **8. Professional Services.**

- 8.1. Compliance with Customer Policies. While Lucy Personnel are performing services at Customer's site, Lucy will ensure that such personnel comply with Customer's reasonable security procedures and site policies that are generally applicable to Customer's other suppliers providing similar services and that have been provided to Lucy in writing or in advance. These policies include indemnification of Customer and provision of insurance as set forth in Section 15. Except for such indemnity and insurance, Customer shall promptly reimburse Lucy for any out-of-pocket costs incurred in complying with such procedures and policies.
- 8.2. Contributed Material. In the process of Lucy's performing Professional Services, Customer may, from time to time, provide Lucy with designs, plans, or specifications, improvements, works or other material for inclusion in, or making modifications to, the Solutions, the Documentation or any other deliverables ("**Contributed Material**"). Customer grants to Lucy a nonexclusive, irrevocable, perpetual, transferable right, without the payment of any royalties or other compensation of any kind and without the right of attribution, for Lucy, Lucy's Affiliates and Lucy's licensees to make, use, sell and create derivative works of the Contributed Material.

## **9. Confidentiality.**

- 9.1. Confidential Information. "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations. Without limiting the foregoing, Confidential Information of Lucy includes the Solutions, all software provided with the Solutions, and algorithms, methods, techniques and processes revealed by the Source Code of the Solutions and any software provided with the Solutions. Confidential Information also includes all Customer Data and any and all other data and information which Customer has made available to or accessible by Lucy, in connection with this Agreement. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**").
- 9.2. Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was or is independently developed by the Receiving Party without reference or use of any Confidential Information.
- 9.3. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
- 9.3.1. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
  - 9.3.2. not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section; and (iii) are bound by written confidentiality or restricted use obligations at least as protective of the Confidential Information as the terms in this Section;
  - 9.3.3. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its sensitive information and in no event less than a reasonable degree of care;
  - 9.3.4. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.
- 9.4. Compelled Disclosures. If the either Party or any of its Representatives is compelled by applicable law including the California Public Records Act, subpoena, or court order, to disclose any Confidential Information then, to the extent permitted by law, that Party shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that they can seek a protective order or other remedy or waive its rights under this section; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. Nothing herein shall obligate Customer to incur any cost or expense in providing reasonable assistance. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.
- 9.5. Trade Secrets. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section with respect to any Confidential Information that constitutes a trade secret under any applicable law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable laws other than as a result of any act or omission of the Receiving Party or any of its Representatives. Notwithstanding the foregoing, Customer's obligations with respect to Confidential Information Lucy claims constitutes trade secrets, shall be as set forth in Section 9.4.

## 10. Security.

- 10.1. Customer shall maintain, in connection with the operation or use of the Solutions, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy,

confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

- 10.2. To the extent that Authorized Users, other than Customer's employees, are permitted to have access to the Solutions, Customer shall maintain agreements with such Authorized Users that adequately protect the confidentiality and Intellectual Property Rights of Lucy in the Solutions and Documentation, and disclaim any liability or responsibility of Lucy with respect to such Authorized Users.

**11. Personal Data.** If Lucy processes or otherwise has access to any personal data or personal information on Customer's behalf when performing Lucy's obligations under this Agreement, then:

- 11.1. Customer shall be the data controller (where "**data controller**" means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and Lucy shall be a data processor (where "**data processor**" means an entity which processes the data only on behalf of the data controller and not for any purposes of its own);
- 11.2. Customer shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to Lucy so that Lucy may lawfully use, process and transfer the personal data and personal information in accordance with this Agreement solely on Customer's behalf, which may include Lucy processing and transferring the relevant personal data or personal information outside the country where Customer and the Authorized Users are located in order for Lucy to provide the Solutions and perform its other obligations under this Agreement; and
- 11.3. Lucy shall process personal data and information only in accordance with lawful and reasonable instructions given by Customer, in accordance with any and all applicable privacy and data security laws and regulations, and as set out in and in accordance with the terms of this Agreement. Only those employees of Lucy, and those authorized subcontractors who have executed agreements that adequately protect the confidentiality of personal data and information made accessible by Customer ("PII"), who have a need to access to such PII in order to provide the services to Customer required by this Agreement, are authorized to access the same, and only for such purpose; and
- 11.4. each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.
- 11.5. Lucy shall indemnify, defend and hold Customer, its elected officials, officers, employees and agents, harmless with respect to any and all claims and liabilities arising out of any misuse or theft of, or unauthorized access to, any PII, which arises out of or in connection with a breach of Section 11.3, or the negligence or willful misconduct of any Lucy employee, contractor or agent, or third party, but in any event only to the proportionate extent that Lucy is negligent. Lucy's liability under this Section 11.5 shall be limited to the limits of Lucy's cyber liability policy.

**12. Representations and Warranties.**

- 12.1. Software Warranty. Lucy warrants to Customer that for a period of twelve (12) months from the Effective Date, the Solutions (as delivered to Customer by Lucy and when properly used for the purpose and in the manner specifically authorized by this Agreement), will perform as described in the Documentation in all material respects, including being free from any viruses or Harmful Code.
- 12.2. Professional Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform Professional Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Professional Services were performed in violation of this warranty, it will notify Lucy within twenty (20) days of service performance describing the issue, together with adequate supporting documentation and data. Upon receipt of such notice, Lucy's obligation will be to re-perform the particular Professional Services affected as soon as commercially reasonable at no additional charge.



12.3. Support Services Representation and Warranty. Lucy represents, warrants, and covenants to Customer that during the Term, Lucy will perform the Support Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with both generally recognized industry standards for similar services, and the specific guidance for support found in Exhibit 2, and will devote adequate resources to meet its obligations under this Agreement. If Customer reasonably believes that any Support Services failed to meet this warranty, they will follow their preferred escalation path outlined in the Support Standards below, including receipt of service credit.

12.4. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH ABOVE, LUCITY MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO THE SOLUTIONS, PROFESSIONAL SERVICES, SUPPORT SERVICES, AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT LUCITY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, AND SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE. FURTHER, LUCITY EXPRESSLY DOES NOT WARRANT THAT A LUCITY SOLUTION, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE LUCITY SOLUTION OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN LUCITY PERSONNEL, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE TO THE EXTENT EXPRESSLY SET FORTH IN THE DOCUMENTATION. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER. THIS AGREEMENT DOES NOT AMEND, OR MODIFY LUCITY'S WARRANTIES UNDER ANY AGREEMENT OR ANY CONDITIONS, LIMITATIONS, OR RESTRICTIONS THEREOF.**

13. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when delivered personally, sent by United States registered or certified mail, return receipt requested; transmitted by facsimile or email confirmed by United States first class mail, or sent by overnight courier. Notices must be sent to a Party at its address shown below, or to such other place as the Party may subsequently designate for its receipt of notices in writing by the other Party.

If to Lucy:                   **Lucy  
1000 Business Center Dr.  
Lake Mary, FL.  
Phone: 407-304-3235           email: contracts@centralsquare.com  
Attention: Senior Counsel / Contracts Department**

If to Customer:           **Attn: City Manager  
41000 Main St.  
Temecula, CA 92590  
Phone: 951.694.6444           email: av@temeculaca.gov  
Attention: City Manager**

#### **14. Force Majeure.**

14.1. No Breach or Default. Neither Party will be liable to the other for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including Acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, national or regional emergency, riot or other civil-unrest, labor disruption, acts and omissions of third parties, governmental and judicial action (including embargoes, export or import restrictions) not the fault of the Party failing or delaying in performance.

14.2. Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

#### **15. Mutual Indemnification; Insurance.**

15.1. Lucy Indemnification for Infringement. Lucy shall indemnify, defend, and hold harmless Customer and Customer's officers, elected officials, directors, employees, agents, successors, and assigns from and against any and all losses incurred by or resulting from any Action by a third party (other than an Affiliate



of Customer) that Customer's use of the Solutions in accordance with this Agreement infringes or misappropriates such third party's US Intellectual Property Rights, US patents, copyrights, or trade secrets. If Customer is prevented by such Action from using any of the paid for Solutions, Lucy shall, at its expense, either procure the right for Customer to continue use of the Solutions, provide a non-infringing alternative acceptable to Customer, or provide a full refund of all fees paid for the current year of the Term. The foregoing obligation does not apply to the extent that the alleged infringement arises from:

15.1.1. Third-Party Materials or Customer Data;

15.1.2. access to or use of the Solutions in combination with any hardware, system, software, network, or other materials or service not provided by Lucy or specified for Customer's use in the Documentation (not including Customer's operating system software, or any equipment or firmware in use by Customer as of the Effective Date, or otherwise made known to Lucy prior to such Action);

15.1.3. modification of the Solutions other than: by or on behalf of Lucy or with Lucy's written approval in accordance with Lucy's written specification;

15.1.4. failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Lucy; or

15.1.5. act, omission, or other matter described in Section 15.2 below, whether or not the same results in any Action against or losses by any Lucy Indemnitee.

**Sole Remedy.** THIS SECTION 15.1 SETS FORTH CUSTOMER'S SOLE REMEDIES AND LUCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES AND SOLUTIONS OR ANY SUBJECT MATTER OF THIS AGREEMENT INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

15.2 Lucy indemnification for personal injury, death, and property damage. Lucy will be performing professional services on Customer's premises. Customer requires all contractors performing services on its premises to indemnify the City and provide corresponding insurance. Therefore, to the maximum extent permitted by law, Lucy shall indemnify, defend (including payment of reasonable attorneys fees and costs) and hold the Customer, its elected officials, officers, employees and agents harmless with respect to any third party claims, liabilities, and losses for death of or injury to any person, and/or damage to property, arising out of or related to the performance of this Agreement by Lucy, its employees, subcontractors, and/or agents, but in any event only to the proportionate extent caused by Lucy. Lucy shall have no obligation for claims and liabilities pursuant to this Section to the extent the same arise out of Customer's negligence.

At all times while performing professional services including services on Customers premises pursuant to this Agreement, Lucy shall have and maintain commercial general, automobile, cyber, and workers compensation liability insurance as more fully described in Exhibit 4 hereto.

15.3 Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified. The party seeking indemnification shall cooperate with the other party at the indemnifying party's sole cost and expense. The indemnitor shall promptly assume control of the defense and shall employ counsel of its choice that is reasonably acceptable to the indemnitee to handle and defend the same.

**16. Termination.** This Agreement may be terminated:

16.1. For cause by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

16.2. For lack of payment by written notice to Customer, if Customer's failure to pay amounts due under this Agreement has continued more than ninety (90) days after delivery of written notice of non-payment.

16.3. Budgetary Appropriations. Lucy acknowledges that continued performance and funding is dependent upon amounts being budgeted, appropriated, or otherwise legally available to the Customer in the future. Customer represents and warrants to Lucy that it has appropriated sufficient funds due to Lucy under this Agreement and hereby certifies that it will make appropriate requests for budget appropriations to

meet continued obligations herein in subsequent fiscal years. If a funding or budgetary issue arises, Customer agrees to notify Lucy as soon as commercially reasonable. If Lucy and Customer cannot resolve the funding issue within sixty (60) days, the Agreement will terminate, with Customer to pay Lucy any amounts owed for goods and services provided prior to termination of the Agreement

**17. Effect of Termination or Expiration.** On the expiration or earlier termination of this Agreement:

- 17.1. all rights, licenses, and authorizations granted to Customer hereunder will immediately terminate and Customer shall immediately cease all use of and other activities with respect to Lucy's Confidential Information relating to the Solutions, and within thirty (30) days deliver to Lucy, or at Lucy's request destroy and erase Lucy's Confidential Information from all systems Customer directly or indirectly controls; and
- 17.2. all licenses, access or subscription fees, services rendered but unpaid, and any amounts due by Customer to Lucy of any kind are immediately payable and due no later than thirty (30) days after the effective date of the termination or expiration, including anything that accrues within those thirty days.
- 17.3. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature (including but not limited to: Use Restrictions, Confidential Information, Warranty Disclaimers, Mutual Indemnifications & Limitations of Liability), should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.
- 17.4. Return of Customer Data. If Customer requests in writing at least 10 days prior to the effective date of expiration or earlier termination of this Agreement, Lucy shall within 60 days following such expiration or termination, deliver to Customer in Lucy's standard format the then most recent version of Customer Data maintained by Lucy, provided that Customer has at that time paid all Fees then outstanding and any amounts payable after or as a result of such expiration or termination. Alternatively or in addition to the foregoing, at Customer's request, Lucy shall permanently destroy, provide a written certification that Lucy no longer actually or constructively possesses, any Customer Data or PII.
- 17.5. Deconversion. In the event of (i) expiration or earlier termination of this Agreement, or (ii) Customer no longer purchasing certain Solutions (including those indicated to be Third-Party Materials), if Customer requests assistance in the transfer of Customer Data to a different vendor's applications ("Deconversion"), Lucy will provide reasonable assistance. Lucy and Customer will negotiate in good faith to establish the relative roles and responsibilities of Lucy and Customer in effecting Deconversion, as well as the appropriate date for completion. Unless termination is for breach by Lucy, Lucy shall be entitled to receive compensation for any additional consultation, software and documentation required for Deconversion on a time and materials basis at Lucy's then standard rates.

**18. Assignment** Neither party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other's prior written consent, which consent the other party may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving the other party (regardless of whether the party is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which the other party's prior written consent is required. No delegation or other transfer will relieve either party of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this Section is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

**19. No Waiver.** A Party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that Party to later enforce any such rights or to enforce any other or any subsequent breach.

**20. Arbitration of Disputes.** Any dispute, controversy or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, shall be resolved by final and binding arbitration.

- 20.1. Arbitration Procedure. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent setting out the nature of the claim(s), the relief requested, and the proposed location. Within thirty (30) days of the receipt of the notice, the respondent shall deliver its answer any counterclaim(s), relief requested, and any proposed change to location. The tribunal shall consist of three (3) arbitrators, appointed as follows: The claimant shall appoint an arbitrator in the request for arbitration and the respondent shall appoint an arbitrator in the answer. The two arbitrators so appointed shall, within thirty (30) days of delivery of the answer, appoint a third arbitrator who shall act as the chair of the tribunal. The tribunal shall decide the procedures in the arbitration after consultation with the parties. The tribunal may make its decisions by a majority. The tribunal shall have the power to grant any provisional or final

remedy or relief it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties agree that judgment may be entered upon the award by any court having jurisdiction.

- 21. Jurisdiction and Governing Law.** This Agreement and any dispute or claim arising, directly or indirectly, out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) is governed by, and shall be construed and enforced in accordance with, the laws of the State of California excluding choice of law. Each party irrevocably (i) agrees that the County of Riverside, California, or the United States District for the Central District of California, shall have exclusive jurisdiction to settle any dispute, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims) and that such court shall be the proper venue therefor; and (ii) agrees that the prevailing party shall be entitled to recover its reasonable attorney's fees, court costs and other legal expenses from the other party.
- 22. Severability.** If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 23. LIMITATIONS OF LIABILITY.**
- 23.1. **LIMITED LIABILITY OF LUCITY.** LUCITY'S LIABILITY IN CONNECTION WITH THE SERVICES, IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES COLLECTED IN CONNECTION WITH THIS AGREEMENT FOR THE PREVIOUS TWENTY FOUR (24) WHEN THE RELEVANT ACTIONS LEADING TO SUCH LIABILITY AROSE. IN ANY EVENT, LUCITY SHALL NOT BE LIABLE FOR ANY LOSSES RESULTING FROM THE CRIMINAL ACTS OF THIRD PARTIES.
- 23.2. **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY (I) LOSS OF DATA, BUSINESS, REVENUE, PROFIT, GOODWILL, OR REPUTATION, (II) BUSINESS INTERRUPTION, INCREASED COSTS, OR DIMINUTION IN VALUE, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT LUCITY, LUCITY PERSONNEL, SUBCONTRACTORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.
- 23.3. **BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT LUCITY HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.
- 24. Third-Party Materials.** Customer is hereby advised that Lucy provides front-line support services for third parties, but these third parties assumes all responsibility for and liability in connection with the Third-Party Materials. Lucy is not authorized to make any representations or warranties that are binding upon the third party or to engage in any other acts that are binding upon the third party, excepting specifically that Lucy is authorized to represent the fees for the Third-Party Materials as the same is provided for in the Agreement and to accept payment of such amounts from Customer on behalf of the third party for as long as such third party authorizes Lucy to do so. As a condition precedent to installing or accessing any Third-Party Materials, Customer may be required to execute a click-through, shrink-wrap EULA or similar agreement provided by the Third-Party Materials provider provided, however, City may terminate this Agreement, as provided herein, in the event if does not agree to the terms of any such EULA.
- 25. Entire Agreement; Amendment and Modification.** This Agreement, together with all Exhibits, each of which is incorporated by reference herein, contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order, agreement, or other ordering document issued by Customer at any time for any reason, will not modify or affect this Agreement nor have any other legal effect notwithstanding the inclusion of any additional or different terms or conditions in any such ordering document and shall serve only the purpose of identifying the products or services ordered. No modification of this Agreement will be effective unless it is in writing, is signed by each Party, and expressly provides that it amends this Agreement.

Notwithstanding any language to the contrary herein, numbered Add-On Quotes on Lucy letterhead issued by authorized Lucy representatives and signed by Customer shall constitute an amendment to this Agreement. The provisions of this document shall govern over any conflicting provisions contained in any Exhibit or other document incorporated herein.

- 26. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 27. Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 28. Cooperative Purchases.** This Contract may be used by other government agencies. Lucy has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the compensation may be negotiated between Lucy and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The Customer will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.
- 29. Incorporated Exhibits to this Agreement:**
  - Exhibit 1 – Schedule of Costs and Invoicing
  - Exhibit 2 - Maintenance & Support Standards
  - Exhibit 3 – Travel Guidelines
  - Exhibit 4 – Insurance Requirements
  - Exhibit 5 – Scope of Services
  - Exhibit 6 – Schedule of Software

**EXHIBIT 1**

**Schedule of Costs and Invoicing**

The following table summarizes costs and invoicing for the software licenses and services to be provided by Lucity to the Customer for the Project.

Category	Item	Total Initial Cost	Annual Cost	Invoicing
Software Costs (reference Exhibit "6")	LucityAM Site License	\$29,200		Invoiced 100% at software installation
Services Costs (reference Exhibit "5")	Implementation Services	\$190,460		Invoiced according to the milestone payments outlined below.
Travel and Expenses	Estimated Travel Expenses	\$21,950		Invoiced monthly as incurred but not-to-exceed \$25,925.
Constant Connection Program Fees (reference Exhibit "6")	Support and Maintenance		Year 1: \$22,261.28 Year 2: \$22,817.81 Year 3: \$23,388.26 Year 4: \$23,972.96 Year 5: \$24,572.29	\$22,261.28 for the first year of the agreement, increasing 2.5% annually thereafter.
<b>TOTAL PROJECT COSTS</b>		<b>\$241,610</b>	<b>\$117,012.60</b>	

Note: Pricing for Professional Services is a good faith estimate based on the information available to Lucity at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Lucity's then-current list price rates for the services at issue.

## Payment Milestones

The costs for implementation services will be invoiced upon the completion of all tasks within the milestones listed in the tables below. Custom report writing and miscellaneous data loading will be scoped and invoiced when requested by the City. The City's has thirty (30) days from the go-live date to notify Lucity of any outstanding items within the scope of that phase. Absent that notification, acceptance is thirty (30) days after go-live.

### Phase 1

Phase 1 Milestones	Milestone Task	Milestone Total
<b>Milestone #1: Upon Completion of Kickoff Meeting</b>		\$15,900.00
	Project Management	
	Initiation	
	Installation	
	IT & GIS Audits	
	Kickoff Meeting	
<b>Milestone #2: Upon Completion of last Functional Group Onsite Meeting</b>		\$22,800.00
	Discovery	
	Functional Groups	
	GIS Integration	
<b>Milestone #3: Upon Completion of IMS Data Task</b>		\$15,000.00
	IMS Data Load, Configure, Analysis	
<b>Milestone #4: Upon Completion of Training</b>		\$ 9,780.00
	Testing (50%)	
	Training - Administration (50%)	
	Training - Pavement Analysis (50%)	
	Training - Production (50%)	
<b>Milestone #5: 30 Calendar Days After Final Training Trip</b>		\$ 9,780.00
	Testing (50%)	
	Training - Administration (50%)	
	Training - Pavement Analysis (50%)	
	Training - Production (50%)	
<b>Phase 1 Total</b>		<b>\$73,260.00</b>

## Phase 2

Phase 2 Milestones	Milestone Task	Milestone Total
<b>Milestone #1: Upon Completion of Kickoff Meeting</b>		
	Project Management	\$ 9,600.00
	Kickoff Meeting	
<b>Milestone #2: Upon Completion of last Functional Group Onsite Meeting</b>		
	Discovery	\$ 20,400.00
	Functional Groups	
	GIS Integration	
<b>Milestone #3: Upon Completion of Data Conversion</b>		
	Stormwater Quality (estimate)	\$ 3,600.00
<b>Milestone #4: Upon Completion of Training</b>		
	Testing (50%)	\$ 7,100.00
	Training - Administration (50%)	
	Training - Production (50%)	
<b>Milestone #5: 30 Calendar Days After Final Training Trip</b>		
	Testing (50%)	\$ 7,100.00
	Training - Administration (50%)	
	Training - Production (50%)	
<b>Phase 2 Total</b>		<b>\$ 47,800.00</b>

## Phase 3



Phase 3 Milestones	Milestone Task	Milestone Total
<b>Milestone #1: Upon Completion of Kickoff Meeting</b>		
	Project Management	\$ 9,600.00
	Kickoff Meeting	
<b>Milestone #2: Upon Completion of last Functional Group Onsite Meeting</b>		
	Discovery	\$ 20,400.00
	Functional Groups	
	GIS Integration	
<b>Milestone #3: Upon Completion of Data Conversion</b>		
	Tatems - Fleet (estimate)	\$ 3,600.00
<b>Milestone #4: Upon Completion of Training</b>		
	Testing (50%)	\$ 7,100.00
	Training - Administration (50%)	
	Training - Production (50%)	
<b>Milestone #5: 30 Calendar Days After Final Training Trip</b>		
	Testing (50%)	\$ 7,100.00
	Training - Administration (50%)	
	Training - Production (50%)	
<b>Phase 3 Total</b>		<b>\$ 47,800.00</b>

### Optional Services

Optional Services (To be scoped and invoiced as incurred)	Milestone Total
<b>Phase 1: Custom Report Writing</b>	\$ 3,600.00
<b>Phase 1: Miscellaneous Data Loading</b>	\$ 3,600.00
<b>Phase 2: Custom Report Writing</b>	\$ 3,600.00
<b>Phase 2: Miscellaneous Data Loading</b>	\$ 3,600.00
<b>Phase 3: Custom Report Writing</b>	\$ 3,600.00
<b>Phase 3: Miscellaneous Data Loading</b>	\$ 3,600.00
<b>Optional Services Total</b>	<b>\$ 21,600.00</b>

### Professional Services

The levels of effort and associated costs for the Work Plan costs are provided for each of the defined three (3) project phases. The costs are based on the following standard rates.

- Labor (per person) – same for all Lucity personnel/task, except IT Specialist
  - \$225.00 per hour for on-site work (travel time is not charged)
  - \$150.00 per hour for remote work
- Labor (per person) – IT Specialist

- \$180.00 per hour for remote work
- Expense estimates (per person) – expenses are billed at actual cost
  - \$550.00 per on-site trip (airfare)
  - \$350.00 per on-site day (lodging, car rental, meals)

## EXHIBIT 2

### **PART I - Premises Based Solutions**

**I. Support Hours: Hours During Which Lucity's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9"). The Lucity Support Center can be reached 24/7, and is supported by Zendesk, a web-based customer service software and support ticket system.

**II. Targeted Response Times.**

"Notification" means a communication to Lucity's help desk by means of: (i) Lucity's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Lucity's then-current policies and procedures for submitting such communications.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Lucity shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement.

Details about support levels of service can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/205096764>

Details about version support policy can be found here:

<https://lucity.zendesk.com/hc/en-us/articles/202489370-Version-Support-Details>

**NOTE: Neither the levels of support nor the support policy may be changed without prior written notice to Customer.**

### EXHIBIT 3

#### Travel Expense Guidelines

**EXPENSES** - Expenses, including travel, lodging, meals, and all incidental expenses will be billed as incurred, and are estimated at \$21,950. Pricing for travel expenses provided under this Exhibit 3 is a good faith estimate based on the information available at the time of execution. Pricing for travel expenses provided under this Exhibit 3 is a good faith estimate based on the information available at the time of execution. The total amount may vary based on the actual number of hours of travel required to complete the services.

Lucity will adhere to the following guidelines when incurring travel expenses:

**AIR TRAVEL** – Lucity will use the least expensive class of service available with a minimum of seven (7) day, maximum of thirty (30) day, advance purchase. Upon request, Lucity shall provide the travel itinerary as the receipt for reimbursement of the airfare and any fees. Fees not listed on the itinerary will require a receipt for reimbursement.

Trips fewer than 250 miles round are considered local. Unless a flight has been otherwise approved by the Customer, Customer will reimburse the current IRS approved mileage rate for all local trips.

**LODGING** – Lucity will use the most reasonable accommodations possible, dependent on the city. All food items, movies, and phone/internet charges are not reimbursable.

**RENTAL CAR** – Compact or Intermediate cars will be required unless there are three or more Lucity employees sharing the car in which case the use of a full size car is authorized. Gas is reimbursable however, pre-paid gas purchases will not be authorized and all rental cars are to be returned with a full tank of gas. Upon request, receipts for car rental and gas purchases will be submitted to Customer. Lucity shall decline all rental car insurance offered by the car rental agency as staff members will be covered under the Lucity auto insurance policy. Fines for traffic violations are not reimbursable expenses.

**OTHER TRANSPORTATION** – Lucity staff members are expected to use the most economical means for traveling to and from the airport (Airport bus, hotel shuttle service). Airport taxi or mileage for the employee's personal vehicle (per IRS mileage guidelines) are reimbursable if necessary. Upon request, receipt(s) for the taxi will be submitted to Customer. Proof of mileage may be required and may be documented by a readily available electronic mapping service. The mileage rate will be the then-current IRS mileage guideline rate (subject to change with any change in IRS guidelines).

**OTHER BUSINESS EXPENSES** – Parking at the airport is reimbursable. Tolls to and from the airport and while traveling at the Customer site are reimbursable. Tipping on cab fare exceeding 15% is not reimbursable. Porter tips are reimbursable, not exceeding \$1.00 per bag. Laundry is reimbursable when travel includes a weekend day or Company Holiday and the hotel stay is four nights or more. Laundry charges must be incurred during the trip and the limit is one shirt and one pair of pants/skirt per day. With the exception of tips, receipts shall be provided to Customer upon request for all of the aforementioned items.

**MEALS** – Standard per Diem. Subject to change due to cost of living.

**EXHIBIT 4**

### Minimum Insurance Requirements

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: One Million (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability Coverage: One Million Dollars (\$1,000,000) per claim and in aggregate.

b. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty Five Thousand Dollars and No Cents (\$25,000).

c. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as insured's, as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City of Temecula, Temecula Community Note: Pricing for Professional Services is a good faith estimate based on the information available to Lucity at the time of execution of this Agreement. The total amount that Customer may pay for these services can vary based on the actual number of hours required to complete the services. If required, additional services will be provided on a time and materials basis at hourly rates equal to Lucity's then-current list price rates for the services at issue.

Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this agreement shall be endorsed to state in substantial conformance to the following: If the policy will be canceled before the expiration date the insurer will notify in writing to the City of such cancellation not less than thirty (30) days' prior to the cancellation effective date.

6) If insurance coverage is canceled or, reduced in coverage or in limits the Consultant shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

d. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

e. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

## **EXHIBIT 5**

### **Scope of Services**

#### **1. Introduction**

The City of Temecula, CA has been a Lucity client since 2007 and has been using the LucityAM software for various work groups / divisions within Public Works in a limited fashion.

The City would like to 're-implement' the LucityAM software for current work groups as well as expand the use of the LucityAM software to all divisions within the Public Works Department. This will include the expansion of the LucityAM product licensing to include GIS integration and the use of Lucity Mobile for field staff. It is also anticipated that this project will be implemented in a phased approach.

The City has requested that the project be implemented in the following three (3) phases.

#### **Phase 1**

- **Streets**
  - Street Maintenance, Signs, ROW, Poles, Concrete (curbs, sidewalks, steps, walls, etc.), Pavement
- **Traffic Engineering**
  - Signal Maintenance and Inspections

#### **Phase 2**

- **Stormwater**
  - Inlet and Pipeline Maintenance
  - Stormwater Quality, NPDES Inspections
- **Parks & Landscaping**
  - Facilities/Structures, Grounds, Landscaping, Lights/Parking Lots, Playgrounds

#### **Phase 3**

- **Facilities**
  - Buildings (23), Pools (2), Fountains (3)
- **Fleet**
  - Tracking and scheduling Preventive Maintenance. Repairs are contracted.

#### **2. Implementation**

Lucity will provide all implementation services (in close collaboration with City staff and the City's third-party consultant) utilizing on-staff personnel. Following are tasks that comprise our proposed Implementation Work Plan.

- Project Management – Initiation
- Installation and IT/GIS Audits
- Phases 1, 2, and 3
  - Project Management – Progress
  - Kickoff Meeting
  - Configuration – Discovery; Functional Groups; GIS

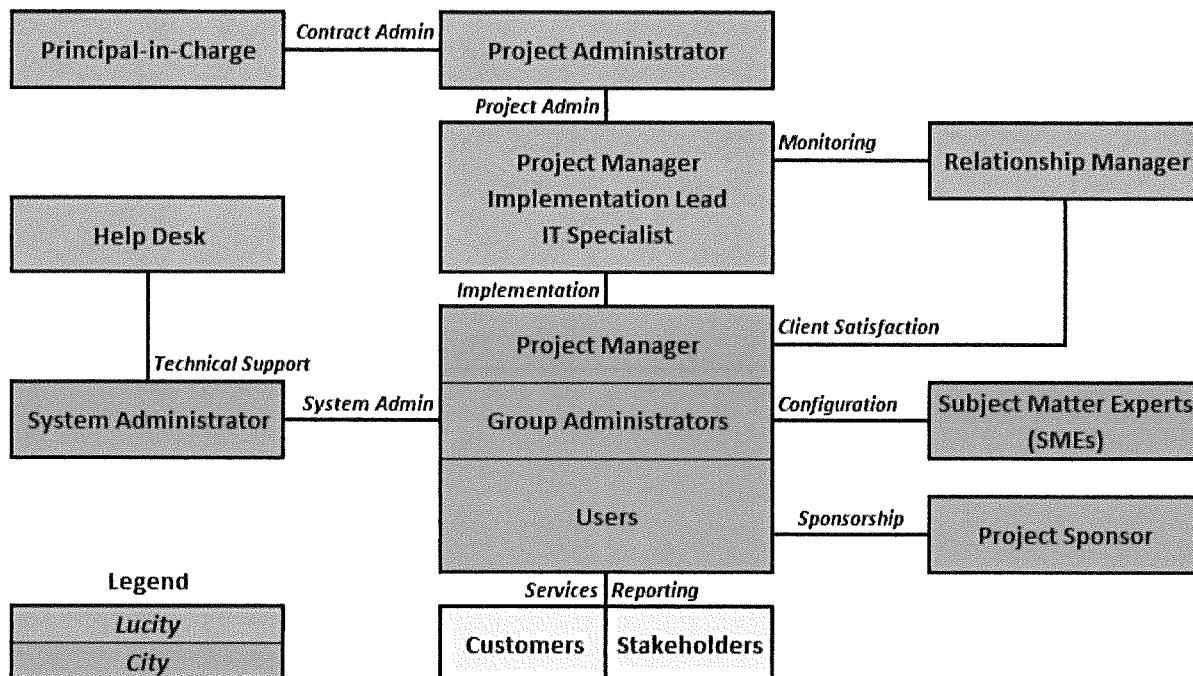


- Data Loading / Conversion
- Testing
- Training – Administration; Production

#### a. Implementation Methodology

Our proposed Project Team is comprised of both Lucity on-staff personnel and City staff – the Project Team organization chart is provided as Table D.1. An outline of our proposed Implementation Work Plan follows. Participation and responsibilities of the Project Team are included in the task descriptions.

**TABLE D.1 – Project Team**



The specific City roles we expect for the project are summarized below:

**Project Manager:** Purpose is to manage the city's interests by ensuring the product/solution being delivered meets the needs and requirements of this scope of work.

**Project Administrator:** Coordinates the project and helps the project teams manage resources and information. Assist with scheduling and planning meetings and overall project activities. Sometime serves as Project Manager as well.

**System Administrator:** Technical representative to assist in the installation and configuration of the system architecture to support the solution within the City's environment.

**GIS Subject Matter Expert:** GIS representative to provide access and configuration assistance to the team in order for GIS and Lucity solution to communicate

**Functional Group Admin:** Department or division representative(s) to serve as a subject matter expert. Individual has the authority to make decisions on behalf of the group they represent.

There is an anticipated level of effort for all members of the project team. Based on past experience we have estimated the expected effort for City resources in the table below.

Work Plan Task	Anticipated City Hours				
	Project Manager	Project/Software Administrator	GIS SME	System Administrator	Functional Group Admin (per group)
PROJECT MANAGEMENT	120	80			
INSTALL / BUSINESS PROCESS / CONFIG					
INITIATION	2	2			
INSTALLATION		2		4	
IT & GIS AUDITS		2	6	6	
KICKOFF MEETING		48	2	2	16
DISCOVERY		80			40
FUNCTIONAL GROUPS (CONFIG)		120			80
GIS INTEGRATION		16	60		
CUSTOM REPORTS		10			10
DATA LOADING / CONVERSION		40			40
TESTING		20			20
TRAINING					
ADMINISTRATION		32			
PRODUCTION		160			64
	122	612	68	12	270

## b. PROJECT MANAGEMENT

### i. Initiation

A meeting will take place as soon as possible after issuance of the Notice to Proceed to introduce key Project Team members and initiate project activities. An outline of the expected topics for the Initiation Meeting follows.

- Project Team
  - Review roles, responsibilities, and personnel assignments
  - Identify primary contacts and exchange contact information
- Software
  - Verify licensing details (products and users)
- Project Plan
  - Set dates for IT and GIS Audit, Installation, and Kickoff tasks – our recommendation is for the IT and GIS Audit to be completed as soon as possible, and Installation to be completed prior to Kickoff

Participants in the Initiation Meeting should include the following Project Team members:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Lucity               <ul style="list-style-type: none"> <li>◦ Project Manager</li> <li>◦ Relationship Manager</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• City               <ul style="list-style-type: none"> <li>◦ Project Manager</li> <li>◦ System Administrator</li> <li>◦ Project Sponsor</li> </ul> </li> </ul> |
|---|--|

#### Deliverables:

- Deliverable 1: Initiation meeting agenda
- Deliverable 2: Documented project team names, roles, and responsibilities

- Deliverable 3: Detailed project plan – standard project plan within Mavenlink project management software

## ii. Progress

An outline of the project management activities expected throughout the project follows.

- Meetings & Workshops
  - Convene bi-weekly Project Progress meetings to review Project Plan completion status
  - Provide agendas, "Follow-up Memorandum", and "Trip Report" documents
- Project Plan
  - Provide updates as needed based on approved revisions to scope and/or schedule
- Invoicing
  - Prepare billing summaries, and submit invoices to the City for approval and payment processing

Participants in the project management activities should include the following Project Team members:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• Lucity               <ul style="list-style-type: none"> <li>○ Project Manager</li> <li>○ Project Administrator</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• City               <ul style="list-style-type: none"> <li>○ Project Manager</li> </ul> </li> </ul> |
|--|---|

### Deliverables:

Deliverable 4: Progress meeting agendas (Ongoing throughout project) – this will be the same overall agenda each time with the actual content changing based on where we are in the project.

Deliverable 5: Progress meeting follow up memorandum (Ongoing throughout project) – many of the follow up items are addressed within the trip reports after each trip and within the to-do list which will be modified together during the bi-weekly progress calls.

Deliverable 6: Trip report documentation (Ongoing throughout project)

## c. INSTALLATION & KICKOFF

### i. IT & GIS Audits & Planning

A meeting will take place as soon as possible after Initiation for us to provide guidance to the City's IT & GIS SMEs pertaining to LucityAM enterprise architecture and security designs. An outline of the expected agenda for the IT & GIS Audit Meetings follow.

- Software
  - Review "Hardware and Software Recommendations", "System Design and Tuning", "IT Questionnaire" and "GIS Questionnaire" documents – Questionnaires to be completed by the City prior to the meeting
    - Our assumption is the City will provide needed hardware and supporting software, and confirm basic operation of hardware prior to installation of LucityAM
    - System Design and Tuning document is intended to provide understanding of LucityAM as it pertains to the City enterprise

infrastructure and security policies, and the expected maximum number of concurrent users

- IT & GIS Questionnaires serve to gather information regarding the City's resources, preparedness, and capabilities for installing and managing LucityAM and leveraging GIS integration
  - Discuss and document the Installation task and related activities, and identify needed actions prior to LucityAM installation
- Access
  - Discuss providing Implementation Lead remote access (VPN) into installed LucityAM to facilitate completion of Implementation tasks
- Project Plan
  - Confirm dates for Installation and Kickoff tasks
- Action Items
  - Complete IT & GIS Questionnaires
  - Provide LucityAM install design and system architecture diagram, and executed VPN access forms (if required)

Participants in the IT Audit Meeting should include the following Project Team members:

- Lucity
  - IT Specialist
- City
  - Project Manager
  - System Administrator
  - SME – IT

**Deliverables:**

- Deliverable 7: IT/GIS audit planning meeting agenda
- Deliverable 8: IT Questionnaire
- Deliverable 9: GIS Questionnaire
- Deliverable 10: Provide City with the "to be" system network diagram of the recommended Lucity install
- IT/GIS audit findings

**ii. Installation**

The IT Specialist will assist the System Administrator with downloading the LucityAM Installation Components (current version with latest service pack) from the Lucity Support Center web site, and following instructions provided in the Install Manual.

Our assumption is the System Administrator, with support from Lucity will complete related Installation activities, including:

- Establishing multiple environments for testing/training and production
- Performing system-level testing (to ensure satisfactory performance) and performance tuning actions (if necessary)

**Deliverables:**

- Deliverable 12: Provide City with installation manifest documenting software components/locations, services, and admin account info. This will be a combination of the system design diagram from deliverable 10 plus providing the admin account info within a Word document. If needed, a final system design diagram will be delivered after installation.

**iii. Kickoff Meeting**

A Kickoff Meeting will be held to transfer knowledge between Project Team members, gather information, and set the stage for subsequent Implementation tasks. An outline of the expected Kickoff Meeting activities follows.

- **LucityAM Software Demonstration**
  - Present functional overview – typical user workflows for inspections, work orders, etc. and “out of the box” capabilities including reporting (standard templates and ad hoc), GIS integration, and data interfaces
  - Review default “Work Flow Setup” data, UI templates (dashboards and data forms/views), and default user groups/roles
- **Functional Groups**
  - Identify each Group’s place (Department, Division, etc.) within the organizational structure of the City
  - Confirm with each Group Administrator those persons assigned to serve as Group SMEs for Configuration task
  - Examine current basic business processes of each Group with associated data, reporting, and integration requirements
  - Review with each Group their Work Flow Setup spreadsheet with default data – spreadsheet to be completed by the City
- **GIS and IT**
  - Discuss completed Installation task and related activities
  - Address deficiencies found in the IT/GIS audits.
- **Access**
  - Verify Implementation Lead has remote access into installed LucityAM
- **Project Plan**
  - Confirm Project Team and Functional Groups
  - Discuss and document what is expected of Project Team members throughout project
  - Review schedule, and develop a “go-live” plan
  - Identify any needed revisions to Project Plan based on knowledge gained from the Kickoff Meeting sessions
  - Set date for Configuration – Discovery task
- **Action Items**
  - Complete Work Flow Setup spreadsheets – these spreadsheets are used to record data required to define Categories, Problems, Causes, Tasks, and Resources (Employees, Crews, Equipment, Materials, Fluids, Contractors) for Functional Groups with LucityAM Work – Work Administrator

Participants in the Kickoff Meeting sessions should include the following Project Team members:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>• <b>Lucity</b> <ul style="list-style-type: none"> <li>○ Project Manager</li> <li>○ Relationship Manager</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• <b>City</b> <ul style="list-style-type: none"> <li>○ Project Manager</li> <li>○ System Administrator</li> <li>○ Functional Group Administrators</li> <li>○ SMEs – GIS and IT</li> <li>○ Project Sponsor</li> </ul> </li> </ul> |
|--|---|

**Deliverables:**

- Deliverable 13: Workflow setup spreadsheets
- Deliverable 14: Kickoff Meeting follow-up report
- Deliverable 15: Project Governance report detailing project reporting structure and communication plan. This information will be included within the follow up memo from the kickoff meeting.

- Deliverable 16: "Go-live" plan document – the initial plan for go-live will be documented within the follow up memo from the kickoff meeting.

#### d. CONFIGURATION

##### i. Discovery

A Discovery Workshop will be completed for each phase of the project – this workshop will consist of a series of sessions that focus on refining the default LucityAM configuration to support the specific operational needs of the distinct Functional Groups (and City departments). An outline of the expected Discovery Workshop activities follows.

- Functional Groups
  - Examine details (what, who, how, and why) of business processes of each Group, and identify potential revisions to improve results and best leverage capabilities of LucityAM
  - Review with each Group their completed Work Flow Setup spreadsheet, and identify any additional data revisions for initial LucityAM configuration
  - Identify revisions to dashboards, data forms/views, and default user groups/roles for each Group
  - Discuss available data from sources other than GIS to be incorporated (i.e. "loaded") into LucityAM – data to be gathered by the City
  - Identify any supplemental reporting and/or integration needs to be addressed with LucityAM implementation
- GIS
  - Outline overall GIS strategy for LucityAM deployment
- Project Plan
  - Identify any needed revisions to Project Plan based on knowledge gained from Discovery activities
  - Set date for Configuration – Functional Groups task
- Action Items
  - Apply initial configuration to installed LucityAM based on revised Work Flow Setup data and revised user dashboards, data forms/views, maps, and groups/roles
  - Deliver data from sources other than GIS to Implementation Lead for evaluation
  - Evaluate options for supplemental reporting and/or integration, and identify next steps
  - Install and test Mobile Server, and download and install LucityAM Mobile

Participants in the Configuration – Discovery Workshop activities should include:

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Lucity               <ul style="list-style-type: none"> <li>○ Project Manager</li> <li>○ Implementation Lead</li> </ul> </li> </ul> | <ul style="list-style-type: none"> <li>• City               <ul style="list-style-type: none"> <li>○ Project Manager</li> <li>○ System Administrator</li> <li>○ Functional Group Administrators</li> <li>○ SMEs – GIS</li> </ul> </li> </ul> |
|--|--|

##### Deliverables:

- Deliverable 17: Documented "as is" workflows by functional group – this will be delivered via a draw.io diagram or custom spreadsheet.
- Deliverable 18: Initial configuration document – Final initial configuration will be documented as follows:
  - Standard report showing Work Flow Setup
  - Standard report showing Security setup
  - Exports of dashboards, views and forms

- Backup of Lucity database

- Deliverable 19: Deliver data from sources other than GIS to Implementation Lead for evaluation
- Deliverable 20: GIS Strategy Outline – this will be addressed within the follow up memo for the discovery meeting. We will also make use of the Asset Configuration Organizer spreadsheet on our shared OneDrive through this process.

## ii. Functional Group Configuration

Finalizing the LucityAM configuration will be an iterative process. The Implementation Lead will first meet with each Functional Group to review the initial configuration and identify needed refinements. With subsequent refinements, additional meetings will be convened to review the latest LucityAM configuration – which will include GIS integration, loaded data, custom reporting, and custom integration (if required) as these become available. The process will continue until the LucityAM operational needs of the Groups are met.

The Implementation Lead will also use Lucity Security to define security setup for the Functional Groups. This effort will:

- Import users into LucityAM using the Import tool, and associate users to Windows Login accounts
- Set controls for user access and assign group/role permissions for various LucityAM functions

Participants in the Configuration – Functional Group Meetings task should include:

- |                       |                                   |
|-----------------------|-----------------------------------|
| • Lucity              | • City                            |
| o Implementation Lead | o System Administrator            |
|                       | o Functional Group Administrators |
|                       | o SMEs – Groups                   |

### Deliverables:

- Deliverable 21: Documented "to be" workflows by functional group – this will be delivered via a draw.io diagram or custom spreadsheet along with the completed dashboards within the Lucity software.

## iii. Custom Reports

Although we expect the LucityAM reporting capabilities (standard templates and ad hoc) will meet most of the City's needs, some supplemental custom reports will likely be desired/required. The number and nature of such custom reports will be defined from the Configuration activities.

Custom reports can be designed, developed, and incorporated into LucityAM by the City or a third-party. Alternatively, we can deliver custom report templates (using Crystal Reports) *through negotiated additional services.*



*We have included 24 remote hours per phase (72 hours total) for custom report development. The City has also requested an 'Asset Replacement Report', which will be included at no additional cost.*

iv. **GIS**

The Implementation Lead will work with the System Administrator and GIS SME to configure and test the bi-directional LucityAM/Esri ArcGIS integration. Configuration of this integration involves the following activities:

- **LucityAM and GIS Integration** – Use Administration tool to link ArcGIS Server, Portal, or ArcGIS Online feature services, layers, and fields to LucityAM.
- **Lucity GIS Web to LucityAM Integration** (also applicable to integration of Collector for ArcGIS (and any other third-party mapping application) to LucityAM) – Use Administration tool to set up “GIS Task” to check feature services at scheduled time interval and push any updates to LucityAM.
- **Lucity Spatial Generator Configuration** – Use Administration tool to enable the Lucity Spatial Indexer process, and set maximum number of days to process spatial history of information related to work order and service request locations (addresses, coordinates) and related assets; use Administration tool to set up URL for Geocoding Service for processing locations; and use Administration tool to set up Edit Map Service URL for processing assets.
- **GIS Map Setup** – Use Administration tool to create maps (by layering map services) for LucityAM GIS Web and LucityAM Mobile; and use Map Setup in Administration tool to assign maps to user groups/roles.

*GIS data available at the time of the Configuration – GIS task efforts (per phase) will be loaded into LucityAM, and necessary training will be provided to the City to load additional GIS data that may become available later.*

Deliverables:

- Deliverable 22: GIS Configuration document - details services and structure of the GIS environment and how Lucity is connected. – the Implementer will provide the standard report printouts from the Lucity software showing the GIS field mappings for each feature class.

e. **DATA LOADING**

**GIS and Work Flow Setup**

As described for the Configuration task:

- Data from the City's GIS will be loaded into LucityAM as part of the GIS to LucityAM Integration
- Data delivered to City by IMS will be loaded into Lucity
- Data from the City's completed/refined Work Flow Setup data will be loaded into LucityAM as part of the LucityAM configuration

**Stormwater Quality and TATEMS Fleet**

We understand that the City has existing historical data for:

- Current Stormwater Quality program
- Existing Fleet program (TATEMS)

Lucity has included an estimated level of effort for the data migration effort, and this estimate reflects a level of effort Lucity consider appropriate based on our relevant experience. During configuration we will evaluate delivered existing data for suitability for loading and requirements for conversion. If the parties mutually determine the source data conversion requirements are beyond this estimate, Lucity will work with the City to determine the necessary additional effort that would be provided *through negotiated additional services*.

### **Methodology**

The LucityAM Import & Update tool is used for loading data into LucityAM from ODBC, OLE, ASCII-delimited text, and XML sources.

The System Implementer will train the System Administrator on the use of this tool to establish appropriate data mapping between source tables and individual LucityAM tables, complete the import processes, and schedule automated data updates.

Data from sources other than GIS and Work Flow Setup gathered by the City and delivered to the Implementation Lead for loading should be in compatible formats (i.e. tabular asset data for fleet and/or facilities; etc.). With the provided training, the City may determine that loading of data from other sources is an effort that can be completed by the System Administrator. Alternatively, Lucity can provide these services *through negotiated additional services*.

### **Deliverables:**

- Deliverable 23: Provide data migration import and update configurations used to perform the data loading into the software. These configuration files will be part of the software (Import & Update tool) and available to the City for repeated use or reference.

## **f. TESTING**

The Implementation Lead will work with the System Administrator and Functional Leads to develop an Acceptance Test Plan to verify the configured LucityAM meets the stated functional requirements. This Plan will include user test scripts covering the various LucityAM functions.

Our assumption is the Implementation Lead will be responsible for functional and integration testing, and the System Administrator will perform acceptance testing. During the testing phase, we will:

- Collaborate with the System Administrator to maintain a log of issues, configuration problems, and software malfunctions identified during testing
- Resolve all such issues, problems and malfunctions to the City's satisfaction
- Prove through test procedures installed and configured LucityAM is functionally viable with all loaded data, reporting, and integration in place
- Demonstrate acceptance criteria items have been addressed, and certify LucityAM is ready for "go-live" transition from testing/development environment to production environment

### **Deliverables:**

- Deliverable 24: Acceptance testing plan – the implementer will provide a document outlining how the testing will occur, how the issues will be addressed and what acceptance looks like.
- Deliverable 25: Provide sample test scripts to City for development of a testing document (as required)

- Deliverable 26: Issue tracking log
- Deliverable 27: Completed test scripts prepared by City

## **g. TRAINING**

We will provide a Training Plan detailing session descriptions and durations, methods and materials for each Functional Group, and the overall schedule.

An outline of the expected Training activities follows.

### **i. Administration**

Administration training will be conducted throughout the project, both formally (training initiated by the Implementation Lead) as well as “organically”. During the configuration effort, the System Administrator will work with the Implementation Lead as the configuration evolves. The configuration effort will be used as training opportunity to engage the System Administrator in commonly used processes and tasks that are important to the overall success of the project and the long-term support of the product. Areas of focus include:

#### *Installation and Maintenance*

- Complete procedures as outlined in Install Manual for initial LucityAM installation and future software upgrades
- Review available software documentation
- Review technical support and software maintenance services and resources provided through Lucity Constant Connection Program
- Discuss current backup and recovery practices for the City's data, and reviewing suggested practices specific to LucityAM

#### *Security*

- Complete procedures as outlined in Lucity Security for adding new users, and defining user group and individual permissions for LucityAM access and use

#### *Configuration*

- Use tools, parameters and settings available with LucityAM products to refine configuration

#### *Documents*

- Complete procedures for establishing links between LucityAM records and externally managed electronic documents

#### *Integration*

- Use LucityAM products for completing processes for configuring and refining the GIS integration

#### *Reporting*

- Add custom reports

#### *Data Import/Export*

- Import data using Import & Update tool, and export data using LucityAM reporting capabilities

The goal of the Training – Administration task is for the System Administrator to be reasonably self-sufficient in refining, expanding and sustaining the implemented LucityAM.

### **ii. Production**

The production training is scoped using a train-the-trainer approach. This method allows the training effort to focus on “power users” identified within each functional group. These individuals will then be responsible for training end users. The training will be structured to address the workflows of each specific functional group. The following is a limited list of items that will be addressed during Production Training sessions.

#### *General*

- *Dashboard:* Using assigned “Home” pages with personalized real-time LucityAM content
- *Filter:* Creating queries to produce specific record sets
- *Locate:* Quickly finding a specific record within the current “Filter”
- *Show in Map:* Opening assigned GIS maps and zooming to assets and locations (customer addresses, work sites, etc.)
- *Document Control:* Linking electronic documents (images, videos, as-built drawings, O&M manuals, Web site links, etc.) to records
- *Subset Manager:* Loading filtered data from one application into other applications
- *Browse:* Creating and exporting ad-hoc reports
- *Reports:* Using assigned report templates
- *Help:* Using the on-line Help

#### *Work Management*

- Receiving/creating, routing and completing service requests, and work orders in response to service requests
- Establishing work order templates for recurring activities and PM schedules
- Creating, assigning, routing and completing work orders from templates and PM schedules
- Performing in-house and external billing of work order costs
- Viewing linked electronic documents
- Using GIS to locate customers and work locations
- Producing operational, management and regulatory reports

#### *Asset Management*

- Collecting and maintaining asset attributes
- Establishing appropriate relationships between assets
- Assessing the condition, and tracking the operating status, of assets
- Interpreting asset lifecycle costs
- Viewing linked electronic documents
- Using GIS to locate assets and display condition assessment data
- Validating and transferring data from external systems (SCADA, fueling, CCTV)
- Producing operational, management and regulatory reports

The goal of the Training – Production task is for users to be enabled with the knowledge, skills and confidence to follow proper business processes and successfully complete their specific operational workflows with LucityAM. Production Training sessions are typically two to four hours in duration, and should be limited to a maximum of ten (10) end users. Remote time for end user training will include web conferencing sessions for specialized topics as well as review sessions on functions and processes requiring more insight.

Participants in the Production Training should include:

- Lucity
  - Solutions Trainer
- City
  - Functional Group Administrators
  - Group Users

#### **Deliverables:**

- Deliverable 28: Training Plan – as part of the training preparation, the Lucity implementer will discuss the plan for training and roll out of the software with the City's project manager and other applicable parties. Detailed plans will be included in the agenda for each training visit.
- Deliverable 29: Training Materials/Documentation – these consist of the same scripts as in the testing task.
- Deliverable 30: Provide Standard Training workflows/scripts; City may modify as needed – these consist of the same scripts provided in Deliverable 29.
- Deliverable 31: Go-Live Status Meeting – two to three weeks prior to planned go live for each phase, we will conduct a go/no-go meeting with the project manager and the respective Subject Matter Experts for each phase to determine if the groups are ready for live or if we still have work to do.

#### h. RESPONSIBILITY MATRIX

The following matrix summarizes the tasks and deliverables outlined in the scope of work, and assigns a responsible party. For each task or deliverable that requires assignment of responsibility, there is a (P) for Participate, or an (L) for Lead in the column representing either the City or Lucity.

Function	Responsibility L=Lead P=Participate	
	City	Lucity
1. Introduction		
2. Implementation		
a. Implementation Methodology		
b. Project Management		
i. initiation		
• Select and introduce project team	L	P
• Select project team, names, roles, and responsibilities	L	P
• Verify licensing details	P	L
• Initiation Meeting	P	L
• Project Plan	P	L
• Deliverable 1: Initiation Meeting Agenda	P	L
• Deliverable 2: Documented Project Team - names, roles, responsibilities		
• Deliverable 3 Detailed Project Plan	P	L
ii. Progress		
• Convene Bi-Weekly Project Progress Meetings, including project plan update (Ongoing throughout project)	P	L
• Deliverable 4: Progress Meeting Agendas (Ongoing throughout project)	P	L
• Deliverable 5: Progress Meeting Follow Up Memorandum (Ongoing throughout project)	P	L

• Deliverable 6: Trip Report Documentation (Ongoing throughout project)	P	L
<b>c. Installation and Kickoff</b>		
<b>i. IT/GIS Audit Planning</b>	P	L
• IT/GIS Audit Meeting	P	L
• Review Hardware and Software Recommendations and System Design and Tuning documents and IT questionnaire. Configure required infrastructure.	L	P
• Perform IT Audit	P	L
• Perform GIS Audit	P	L
• Establish remote access for Implementation Lead	L	P
• Deliverable 7: IT/GIS Audit Planning Meeting Agenda and minutes	P	L
• Deliverable 8: IT Questionnaire	L	P
• Deliverable 9: GIS Questionnaire	L	P
• Deliverable 10: Provide City "To Be" system design diagram	P	L
• Deliverable 11: IT/GIS Audit Findings	P	L
<b>ii. Installation</b>		
• Download Latest Installation Components	L	P
• Install Lucity application/components in multiple environments	L	P
• Perform system testing and performance tuning	L	P
• Deliverable 12: Installation Manifest documenting software components/locations, services, and admin account info.	P	L
<b>iii. Kickoff Meeting (Repeated with each phase)</b>	P	L
• Software Demonstration	P	L
• Address deficiencies found in the IT/GIS audits	L	P
• Complete workflow setup spreadsheets	L	P
• Complete Project Governance Report	P	L
• Create Go-Live plan document	P	L
• Deliverable 13: Workflow setup spreadsheets	L	P
• Deliverable 14: Kickoff meeting follow up report	P	L
• Deliverable 15: Project Governance Report detailing project reporting structure and communication plan	P	L
• Deliverable 16: "Go-live" plan document	P	L
<b>d. Configuration</b>		
<b>i. Discovery</b>		
• Discovery Workshops	P	L
• Apply and document initial configuration	P	L
• Document revisions to workflow, dashboards, views, users, and roles	L	P
• Evaluate options for supplemental reporting and/or integrations	P	L
• Install and test Mobile Server and LucityAM Mobile	L	P
• Document supplemental reporting and integration needs	L	P
• Deliverable 17: Documented "as-is" workflows b functional group	P	L
• Deliverable 18: Initial configuration document	P	L

• Deliverable 19: Deliver data from sources other than GIS to Implementation Lead	L	P
• Deliverable 20: GIS strategy outline	P	L
ii. Functional Group Configuration (Repeated with each Functional Group)		
• Review initial configuration and identify required refinements	P	L
• Review GIS integration, data, custom reports, and custom integrations	P	L
• Deliverable 21: Documented "to-be" workflows	P	L
iii. Custom Reports		
• Review system and ad-hoc reporting capabilities and note deficiencies	L	P
• Define requirements for reports to cover deficiencies	L	P
iv. GIS		
• Establish and test bi-directional LucityAM and GIS integration	P	L
• Establish and test Lucity GIS Web to Lucity integration	P	L
• Configure Lucity Spatial Generator	P	L
• Setup GIS Map	L	P
• Deliverable 22: GIS Configuration Document	P	L
e. Data Loading		
• Load and test pavement management system data	P	L
• Load and test stormwater data	P	L
• Load and test fleet data	P	L
• Deliverable 23: Data migration import and update configuration files	P	L
f. Testing		
• Functional Testing	L	P
• Log, track, and address issues found in testing	P	L
• Demonstrate Ready for go-live	P	L
• Deliverable 24: Acceptance test plan	L	P
• Deliverable 25: Provide sample test scripts to the City	P	L
• Deliverable 26: Issue tracking log	P	L
• Deliverable 27: Completed test scripts prepared by City	L	P
g. Training		
• Create training plan	P	L
• Create training materials/documentation	P	L
i. Deliver administration training	P	L
ii. Deliver production training	L	
iii. Deliver power user training - train the trainer (To be repeated with each phase)	P	L
iv. Production		
• Deliverable 28: Training Plan Document	P	L
• Deliverable 29: Training Materials/Documentation	P	L
• Deliverable 30: Standard training workflows/scripts	P	L
• Deliverable 31: Go-live status report	P	L



## I. EFFORT AND COSTS

### Phase 1 – Streets and Traffic

Task	Effort				Cost		
	On-site		Remote	Total	Labor	Expenses	Total
	Trips	Hours	Hours	Hours			
PROJECT MANAGEMENT	0	0	60	60	\$ 9,000.00	\$ -	\$ 9,000.00
INSTALL / BUSINESS PROCESS REVIEW / CONFIGURATION	4	64	100	164	\$ 33,300.00	\$ 5,000.00	\$ 38,300.00
INITIATION	0	0	2	2	\$ 300.00	\$ -	\$ 300.00
INSTALLATION	0	0	4	4	\$ 720.00	\$ -	\$ 720.00
IT & GIS AUDITS		0	6	6	\$ 1,080.00	\$ -	\$ 1,080.00
KICKOFF MEETING	1	16	8	24	\$ 4,800.00	\$ 1,250.00	\$ 6,050.00
DISCOVERY	1	16	8	24	\$ 4,800.00	\$ 1,250.00	\$ 6,050.00
FUNCTIONAL GROUPS	2	32	32	64	\$ 12,000.00	\$ 2,500.00	\$ 14,500.00
GIS INTEGRATION	0	0	40	40	\$ 6,000.00	\$ -	\$ 6,000.00
CUSTOM REPORTS	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
DATA LOADING / CONVERSION	0	0	124	124	\$ 18,600.00	\$ -	\$ 18,600.00
IMS DATA - LOAD, CONFIGURE, ANALYSIS PARAMTERS	0	0	100	100	\$ 15,000.00	\$ -	\$ 15,000.00
DATA LOADING (MISC.)	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
TESTING	0	0	16	16	\$ 2,400.00	\$ -	\$ 2,400.00
TRAINING	3	48	56	104	\$ 17,160.00	\$ 3,750.00	\$ 20,910.00
ADMINISTRATION		0	16	16	\$ 2,160.00	\$ -	\$ 2,160.00
PAVEMENT ANALYSIS	1	16	8	24	\$ 4,280.00	\$ 1,250.00	\$ 5,530.00
PRODUCTION	2	32	32	64	\$ 10,720.00	\$ 2,500.00	\$ 13,220.00
	7	112	356	468	\$ 80,460.00	\$ 8,750.00	\$ 89,210.00

### Phase 2 – Stormwater and Parks & Landscaping

Task	Effort				Cost		
	On-site		Remote	Total	Labor	Expenses	Total
	Trips	Hours	Hours	Hours			
PROJECT MANAGEMENT	0	0	48	48	\$ 7,200.00	\$ -	\$ 7,200.00
INSTALL / BUSINESS PROCESS REVIEW / CONFIGURATION	3	56	92	148	\$ 26,400.00	\$ 4,100.00	\$ 30,500.00
KICKOFF MEETING	1	8	4	12	\$ 2,400.00	\$ 900.00	\$ 3,300.00
DISCOVERY		16	8	24	\$ 4,800.00	\$ 700.00	\$ 5,500.00
FUNCTIONAL GROUPS	2	32	32	64	\$ 12,000.00	\$ 2,500.00	\$ 14,500.00
GIS	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
CUSTOM REPORTS	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
DATA LOADING / CONVERSION	0	0	48	48	\$ 7,200.00	\$ -	\$ 7,200.00
STORMWATER QUALITY (ESTIMATE)	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
DATA LOADING (MISC.)	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
TESTING	0	0	16	16	\$ 2,400.00	\$ -	\$ 2,400.00
TRAINING	2	32	40	72	\$ 11,800.00	\$ 2,500.00	\$ 14,300.00
ADMINISTRATION	0	0	8	8	\$ 1,080.00	\$ -	\$ 1,080.00
PRODUCTION	2	32	32	64	\$ 10,720.00	\$ 2,500.00	\$ 13,220.00
	5	88	244	332	\$ 55,000.00	\$ 6,600.00	\$ 61,600.00

**Phase 3 – Facilities and Fleet**

Task	Effort				Cost		
	On-site		Remote	Total	Labor	Expenses	Total
	Trips	Hours	Hours	Hours			
PROJECT MANAGEMENT	0	0	48	48	\$ 7,200.00	\$ -	\$ 7,200.00
INSTALL / BUSINESS PROCESS REVIEW / CONFIGURATION	3	56	76	132	\$ 24,000.00	\$ 4,100.00	\$ 28,100.00
KICKOFF MEETING	1	8	4	12	\$ 2,400.00	\$ 900.00	\$ 3,300.00
DISCOVERY	0	16	8	24	\$ 4,800.00	\$ 700.00	\$ 5,500.00
FUNCTIONAL GROUPS	2	32	24	56	\$ 10,800.00	\$ 2,500.00	\$ 13,300.00
GIS	0	0	16	16	\$ 2,400.00	\$ -	\$ 2,400.00
CUSTOM REPORTS	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
DATA CONVERSION	0	0	64	64	\$ 9,600.00	\$ -	\$ 9,600.00
TATEMS - FLEET (ESTIMATE)	0	0	40	40	\$ 6,000.00	\$ -	\$ 6,000.00
DATA LOADING (MISC.)	0	0	24	24	\$ 3,600.00	\$ -	\$ 3,600.00
TESTING	0	0	16	16	\$ 2,400.00	\$ -	\$ 2,400.00
TRAINING	2	32	40	72	\$ 11,800.00	\$ 2,500.00	\$ 14,300.00
ADMINISTRATION	0	0	8	8	\$ 1,080.00	\$ -	\$ 1,080.00
PRODUCTION	2	32	32	64	\$ 10,720.00	\$ 2,500.00	\$ 13,220.00
	5	88	244	332	\$ 55,000.00	\$ 6,600.00	\$ 61,600.00

The anticipated general schedule for the project is summarized below. We anticipate an 18 month project duration for all three (3) phases of the project. A more detailed project plan schedule will be developed for each phase as part of the project initiation and kickoff.

	Month																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
<b>PHASE 1 - TRAFFIC, STREET MAINTENANCE (IMS PAVEMENT DATA)</b>																		
PROJECT MANAGEMENT																		
INSTALL / BUSINESS PROCESS / CONFIG																		
INITIATION																		
INSTALLATION																		
IT & GIS AUDITS																		
KICKOFF MEETING																		
DISCOVERY																		
FUNCTIONAL GROUPS																		
GIS INTEGRATION																		
CUSTOM REPORTS																		
DATA LOADING / CONVERSION																		
IMS DATA																		
DATA LOADING (MISC.)																		
TESTING																		
TRAINING																		
ADMINISTRATION																		
PAVEMENT ANALYSIS																		
PRODUCTION																		
<b>PHASE 2 - PARKS &amp; LANDSCAPE, STORMWATER AND STORMWATER QUALITY</b>																		
PROJECT MANAGEMENT																		
INSTALL / BUSINESS PROCESS / CONFIG																		
KICKOFF MEETING																		
DISCOVERY																		
FUNCTIONAL GROUPS																		
GIS INTEGRATION																		
CUSTOM REPORTS																		
DATA LOADING / CONVERSION																		
STORMWATER QUALITY																		
DATA LOADING (MISC.)																		
TESTING																		
TRAINING																		
ADMINISTRATION																		
PRODUCTION																		
<b>PHASE 3 - FACILITIES &amp; FLEET</b>																		
PROJECT MANAGEMENT																		
INSTALL / BUSINESS PROCESS / CONFIG																		
KICKOFF MEETING																		
DISCOVERY																		
FUNCTIONAL GROUPS																		
GIS INTEGRATION																		
CUSTOM REPORTS																		
DATA LOADING / CONVERSION																		
TATERS - FLEET																		
DATA LOADING (MISC.)																		
TESTING																		
TRAINING																		
ADMINISTRATION																		
PRODUCTION																		

We are including the following assumptions as part of the overall project execution:

- The City will upgrade to the most current Lucity version (currently 2018 R2)
  - We understand that the City is currently using Lucity version 2015 R2
- IMS will act as a sub-consultant to Lucity for the purpose of loading, configuring and defining analysis parameters within the Lucity application for Pavement Analysis, utilizing the pavement data previously collected by IMS for the City. It will be Lucity's responsibility to manage IMS consultants, and to ensure acceptable service and performance.
- No 3<sup>rd</sup> party integrations, outside of ESRI GIS are included.
- MyCivicApps integration with Lucity, if desired by the City, would be provided by MyCivicApps and would utilize the Lucity REST API.
- The implementation of the Lucity Inventory Control module (warehousing) is not included.

**EXHIBIT 6**  
**Schedule of Software & Annual Support & Maintenance**

As a part of this project, the City will be upgrading to an Enterprise Site License of the LucityAM software, which will provide for an unlimited number of users for the products listed below. The City will also receive credit for all existing LucityAM licenses currently owned towards the cost of this upgrade.

LucityAM Product	Licenses	One-Time Fee
Work	Site	100,000.00
Assets		
Mobile		
GIS Web		
Citizen Portal		
REST APIs		
SUBTOTAL - LucityAM Licensing		\$ 100,000.00
Credit for Existing Lucity Software Owned		\$ (70,800.00)
TOTAL		\$ 29,200.00

With the purchase of the Enterprise Site License, the cost for the City's Access to Lucity Constant Connection Program for support and maintenance will increase to Twenty-Two Thousand, Two Hundred Sixty-One Dollars and Twenty-Eight Cents (22,261.28) for the initial year of the term of this agreement. The first year of support and maintenance costs for the additional software will be prorated to align with the City's current Constant Connection Program renewal period based on the installation date of the software.

Access to Lucity Constant Connection Program resources and services is subject to an inflationary increase of two and one-half percent (2.5%) each year. Annual charges for that service are detailed in the table below.

Support and Maintenance - Lucity Constant Connection Program	Milestone Total
Year 1	\$ 22,261.28
Year 2	\$ 22,817.81
Year 3	\$ 23,388.26
Year 4	\$ 23,972.96
Year 5	\$ 24,572.29
Support and Maintenance Total	\$ 117,012.60