



Council Agenda Report

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

Prepared by: Bonnie Blue, Planning Director

Approved by: Reva Feldman, City Manager

Date prepared: March 12, 2019 Meeting date: March 25, 2019

Subject: Amendment to Professional Services Agreement with Lorrie Feinberg

RECOMMENDED ACTION: Authorize the City Manager to execute Amendment No. 2 to Professional Services Agreement with Lorrie Feinberg, dba Iris Consulting, for development and database management services related to the Woolsey Fire.

FISCAL IMPACT: Funding for this amendment was included in the Adopted Budget for Fiscal Year 2018-2019 in Account No. 102-3002-5100 (Woolsey Fire Professional Services).

DISCUSSION: Lorrie Feinberg has provided database services for the City since 2004. The Consultant's scope of services has expanded from the development of a tracking database for the Planning Department and Building Safety Division to include modules for environmental programs, environmental health, code enforcement, building inspection, as well as the alarm permit and transient occupancy tax databases. In addition, the Consultant has integrated various software programs, such as OnBase, the City's enterprise content management system, and Springbrook, the City's finance software, to streamline staff development and revenue collection processes, make public documents available digitally to the public, and reduce the overall use of paper by City staff.

Since the development database is a custom-built application, the Consultant was able to create a rapid response post-fire database module. To date, the new Woolsey Fire database module includes the integration of data from multiple agencies. It identifies parcels affected by the Woolsey Fire and the scope of damage, streamlines the development database functions to expedite fire rebuild planning applications, and further integrates the development database with OnBase, for quicker delivery of property records to residents affected by the Woolsey Fire. The vision for the Woolsey Fire database module is to create ability to prepare meaningful data reports on the

progress of the City's fire rebuild efforts and to create a public portal on the City's website to include dynamic graphs and data regarding fire rebuilds.

Pursuant to Malibu Municipal Code Section 2.56.130 (Competitive Bidding – Exceptions), the City did not solicit a Request for Proposals for services. Due to the highly specialized services provided by the Consultant the use of a competitive bidding process would have been impractical and may not have resulted in lower prices to the City. Specifically, the databases developed, including all modules, functions, reports, and programming for the integration of OnBase, Springbrook, and the City's website, is a custom-built application for the complex and constantly changing needs of a coastal municipality as opposed to being an off-the-shelf product. As a result, the databases developed in the last 15 years and associated programming are property of the City and certain modules may be licensed for distribution should the City choose to do so in the future.

At this time, staff wishes to enter into an amendment to continue these efforts through Fiscal Year 2018-2019. Sufficient funding is available in the Adopted Budget for Fiscal Year 2018-2019.

ATTACHMENT: Amendment No. 2 to Agreement with Lorrie Feinberg

AMENDMENT NO. 2 TO AGREEMENT

THIS AMENDMENT NO. 2 TO AGREEMENT is made and entered in the City of Malibu on March 25, 2019, by and between the CITY OF MALIBU, hereinafter referred to as City, and Lorrie Feinberg, dba Iris Consulting, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On June 26, 2017, the City entered into an Agreement with Consultant for services related to the development database, desktop and web application development, OnBase System Administration and statistical report writing (the "Agreement").

B. On June 25, 2018, the City amended the Agreement to increase the compensation to continue services through Fiscal Year 2018-2019.

C. The City desires to amend the Agreement to include the Woolsey Fire database module and to increase the compensation. The Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. Section 1.0 – Scope of the Consultant’s Services is hereby amended such that it shall now reference Exhibit A to this Amendment No. 2 as “the Scope of Work” attached as Exhibit A to the Agreement.”

2. Section 4.0 – “Section 4.0 Compensation is hereby amended to read as follows:

COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule attached as Exhibit A to Amendment No. 2 to Agreement dated March 25, 2019. The cost of services shall be for a total amount not to exceed \$220,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or her designee.”

3. All terms and conditions of the Agreement not amended by this Amendment No. 2 remain in full force and effect.

This Agreement is executed on _____, 2019, at Malibu, California, and effective as of March 25, 2019.

CITY OF MALIBU:

REVA FELDMAN, City Manager

ATTEST:

HEATHER GLASER, City Clerk
(seal)

APPROVED AS TO FORM:

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

CHRISTI HOGIN, City Attorney

CONSULTANT:

By: LORRIE FEINBERG
Iris Consulting

SCOPE OF WORK & COST SCHEDULE

1. DEVELOPMENT DATABASE

The scope of work in support and maintenance of the Development Database (formerly known as the ECD Database) will consist of some or all of the following major activities but is not limited to:

- Planning Maintenance
- Building and Safety Maintenance
- Wastewater Module Maintenance
- Environmental Program Support
- Public Works Module Development

2. ONBASE SYSTEM ADMINISTRATION

The scope of work in support of the City's Enterprise Content Management System, OnBase, will consist of some or all of the following major activities but is not limited to:

- Document Type Creation
- Workflow Setup and Management
- Report Writing
- External Application Connection

SUPPORT AND MAINTENANCE

Regular Office Hours

Phone support is available between the hours of 8:00 am – 5:00 pm PST. In the rare event that you are not connected to a live person, you will receive a prompt callback.

24/7 Support

You may also receive support by sending an email to irisconsulting@socal.rr.com. If the email is flagged via Outlook with an importance level as High, you will receive a prompt response.

- Telephone support 8:00 am – 5:00 pm PST.
- Technical troubleshooting includes assessment, diagnosis, documentation and resolution of issues that pertain to the Development Database.
- 24/7 Email support with prompt email response.
- All requests for support including phone and email will be logged, tracked with status and resolution.
- Individual workstation support for direct viewing and training.

Budget

The costs proposal(s) listed below are estimates only. The rate for IRIS Consulting is \$105 per hour. Please see the fee schedule for more detail. The City will only be charged for time spent.

Department/Modules	Account	Agreement	Amendment #1	Amendment #2	Estimated Total Cost
Planning	101-2001-5100.00	\$30,000	\$30,000	-	\$60,000
Building Safety	101-2004-5100.00	\$50,000	\$50,000	-	\$100,000
Wastewater Module	101-2010-5100.00	\$5,000	\$5,000		\$10,000
Environmental Programs	101-3003-5100.00	\$5,000	\$5,000	-	\$10,000
City Clerk Document Imaging Services	100-7007-5100.00	\$10,000	-	-	\$10,000
Public Works	100-3008-5100.00	\$15,000	-		\$15,000
Woolsey Fire Database Module	102-3002-5100.00	\$15,000		\$15,000	\$15,000

Fee Schedule

IRIS Consulting Fee Schedule	
Description	Fee
<p><u>Onsite and Offsite</u></p> <p>Includes all offsite work and all onsite visits before 5:30 pm. Principal Assistant</p>	<p>\$105.00/Hour \$65.00/Hour</p>
<p><u>After Hours Onsite</u></p> <p>Includes all onsite work after 5:30 pm. Principal Assistant</p>	<p>\$125.00/hour \$85.00/hour</p>
<p><u>Miscellaneous</u></p> <p>Mileage and travel time are not charged to the client, however a minimum charge for onsite work is 2 hours.</p>	<p>N/A</p>