



Council Agenda Report

To: Mayor Uhring and Honorable Members of the City Council

Prepared by: Patricia Salazar, Development and Operations Manager

Reviewed by: Richard Mollica, Planning Director

Approved by: Steve McClary, City Manager

Date prepared: May 22, 2024 Meeting date: June 10, 2024

Subject: Amendment to Services Agreement with Iris Consulting

RECOMMENDED ACTION: Authorize the Mayor to execute Amendment No. 1 to the Professional Services Agreement with Iris Consulting (Consultant) to complete the City's Local Early Action Planning (LEAP) grant projects.

FISCAL IMPACT: No additional appropriation is required. Funding for this agreement is included in the Adopted Budget for FY 2023-24 and the Proposed Budget for FY 2024-25, in Account 101-2001-5100 (Planning Professional Services). Reimbursement of services is funded by the Local Early Action Planning (LEAP) grant program.

WORK PLAN: This item supports the Accessory Dwelling Unit (ADU) Ordinance priority identified in the Adopted FY 2023-24 Strategic Priority Project List.

DISCUSSION: The Consultant provides an array of services to the City including the development and management of the City's proprietary development management application and the recently launched Development Portal. In addition, to providing support services to the Planning, Code Enforcement, Public Works, and the Environmental Sustainability Department, support services are provided to Finance, the City Clerk's Office, and to the City's Information Technology team.

In 2020, the City was awarded grant funds from the Local Early Action Planning (LEAP) grant program from the California Department of Housing and Community Development

(HCD)¹. The purpose of the grant program is to provide financial support and technical assistance to local governments for the acceleration of housing production as well as the preparation and adoption of planning documents that will accelerate housing production consistent with the Regional Housing Needs Assessment (RHNA).

The City's LEAP grant proposal focused on the City's Accessory Dwelling Unit Ordinance. The City proposed to use the grant funds to upgrade the City's development management application to streamline the development process including an online portal component.

City staff recommends that the grant funds be utilized to obtain reimbursement for work performed by the Consultant to create the Development Portal, and future work on the portal to further streamline the submittal and review of Accessory Dwelling Units. Staff is requesting to amend the Consultant's agreement to include this scope of work and amend the compensation in the amount of \$40,000 with a new not to exceed amount of \$625,000.

Staff recommends the Mayor execute the amendment to agreement with Iris Consulting in order to utilize the grant funds provided to the City.

ATTACHMENT: Amendment No. 1 to Agreement with Iris Consulting

¹ Additional information regarding the LEAP grant program is available at: <https://www.hcd.ca.gov/grants-funding/active-funding/leap.shtml#getfunding>.

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu on June 10, 2024, by and between the CITY OF MALIBU, hereinafter referred to as City, and IRIS Consulting, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On September 11, 2023, the City Council entered into an Agreement with the Consultant for software development and systems integration (the “Agreement”).

B. The City desires to amend the Agreement to modify the Consultant’s scope of work and compensation to include the City’s Local Early Action Planning (LEAP) grant proposal list of projects, and Consultant has submitted a proposal for this purpose that is acceptable to the City.

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

1. All references to Exhibit A or B shall be amended to refer to Exhibit C.
2. Section 1.0 – Scope of the Consultant’s Services, of the Agreement, is hereby amended as set forth in Exhibit C attached hereto.
3. Section 4.0 – Compensation for Services, of the Agreement, is hereby amended to read as follows:

4.0 **COMPENSATION FOR SERVICES.** The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work’s fee and cost schedule (Exhibit C). The cost of services shall not exceed \$625,000. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.
4. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
5. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of June 10, 2024.

CITY OF MALIBU:

STEVE UHRING, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

CONSULTANT:



By: LORRIE FEINBERG
Title: Owner



City of Malibu

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1. Software Development and Systems Integration

Section A. – Scope of Work

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

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

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

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

- Administering, maintaining, and updating the City's custom-built applications for transient occupancy tax, alarm permits, environmental programs and community development which includes over 10 different modules
- Configuring upgrades to the City's custom-built Microsoft Access Applications, SQL databases, and .Net applications to increase operating efficiencies and/or adapt to new requirements

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

- Web development languages and best practices
- Statistical report development
- Providing training to staff and documenting how the software systems work

Regular Office Hours

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

24/7 Support

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

Section B. – Compensation

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

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

Task Cost Estimate for Software Development and Systems Integration

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

Department/Modules	Account	Agreement
Planning	101-2001-5100.00	\$30,000
Building Safety	101-2004-5100.00	\$70,000
Wastewater Module	101-2010-5100.00	\$5,000
Clean Water Programs	101-3003-5100.00	\$5,000
City Clerk Document Imaging Services	100-7007-5100.00	\$5,500
Public Works	100-3008-5100.00	\$15,000
Woolsey Fire Database Module	102-3002-5100.02	\$10,000

Finance	100-7054-5100.00	\$5,000
Total Annual Not to Exceed Amount		\$145,500

Standard Fee Schedule

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

2. LEAP GRANT

Consultant shall prepare the following deliverables as contained in the City of Malibu's 2020 Local Early Action Planning (LEAP) proposal. Work shall be completed by September 30, 2024.

Deliverable	Estimated Cost
Develop a digital submittal web portal to streamline digital submittal process	\$10,000
Develop software upgrades to the Development Database to automate intra- / inter-department workflows	\$20,000
Develop an Accessory Dwelling Unit online portal	\$10,000
Total Estimated Cost	\$40,000

The Standard Fee Schedule rates shall apply. The estimated cost per deliverable is subject to change and may be authorized by an agent of the City of Malibu.

Funding for these services shall be paid under Planning Professional Services (101-2001-5100.00) and reimbursed by the City's LEAP grant funds.