Council Meeting of
December 19, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: City Manager - Approve amendment to contract with the Comdyn Group for economic development database and contact management system. Expenditure: $15,000

RECOMMENDATION

The City Manager, the Information Technology Director, and the Economic Development Team recommend that the City Council approve an amendment to the agreement with the Comdyn Group (C2006-017) extending the terms to December 31, 2007 and increasing the amount by $15,000.00 with a new not to exceed total of $63,838.00.

Funding
Funding is available from FEAP #481 for contact management software

BACKGROUND/ANALYSIS

On January 10, 2006 the City Council approved a contract with the Comdyn Group for $48,838.00 to develop a customized software application for the Economic Development Team. The new system will track requests, manage contact information and assistance provided, monitor grant/loan agreements, and report trends.

Through the course of this year the Economic Development Team and the Communications and Information Technology Department worked with the Comdyn Group to build the Torrance Economic Development Database (TEDD). The following development tasks were achieved:

- Basic information on all businesses was imported from the City's business license and permit system
- Contact management structure was developed to build and maintain record of business relationships
- Project fields were designed to capture and track activity by staff
- Various reporting features were anticipated and developed

Staff is satisfied with the level of service provided by the contractor. In order to complete development and fine tune this valuable economic development tool, it is necessary for the contract to be extended so that Comdyn may process requested

change orders and perform support and maintenance as the system is rolled out and further developed by the Economic Development Team.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By _____
Fran Fulton
Management Associate

CONCUR:

_____
LeRoy J. Jackson
City Manager

Attachments:

A. Agenda item from January 10, 2006
B. Agenda item from August 16, 2005
C. Agenda item from July 13, 2004
D. Amendment
E. Contract

Attachment A

Council Meeting of
January 10, 2006

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Recommendation to award a contract to the Comdyn Group for Contact Management software for the Economic Development program

Expenditure: Not to exceed $51,280

RECOMMENDATION

A recommendation of City Manager, Information Technology Director, and the Economic Development Team that the City Council award a contract to the Comdyn Group for $48,838 with a 5% contingency of $2,442 for creating and developing an Economic Development database and contact management system.

FUNDING

Funding is available from FEAP #481 Contact Management Software.

BACKGROUND/ANALYSIS

On July 13, 2004, Your Honorable Body approved the appropriation and establishment of capital improvement projects from the Economic Development Reserve (Attachment A). FEAP-481 was established to fund the development of a Economic Development database and contact management system that could track requests, manage both the case file and City's business assistance, monitor grant/loans agreements, and report trends. Further, on Aug 16, 2005, Your Honorable Body approved a transfer of $30,000 to FEAP-481 (Attachment B).

The Economic Development Team (ED Team) has been working with the Communications and Information Technology (CIT) Department to determine potential software system. The ED Team and CIT surveyed several cities and did not find software that would meet City's requirements. Thus the City decided to work with a consultant to create and develop a customized software application.

Over the past year, the ED Team and CIT have worked with the Comdyn Group to develop customized software for the Economic Development Program. The software will be able to track clients, contacts, multiple projects as well as the project's status. Further, it will obtain a list of all businesses in the City from the Tidemark Permit Plan software. The software will assist the ED Team with managing projects and reporting. Thus it is a recommendation of City Manager, Information Technology Director, and the Economic Development Team that the City Council award a contract to the Comdyn Group for $48,838 with a 5% contingency of $2,442 for creating and developing an Economic Development database and contact management system.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By: _____
Rajan Agarwal
Management Aide

CONCUR:

_____
Frances Fulton
Economic Development Manager

_____
Richard Shigaki
Communications and Information Technology Director

_____
LeRoy J. Jackson
City Manager

Attachment: A) Agenda Item 11D – City Council Meeting on July 13, 2004
B) Agenda Item 9A – City Council Meeting on August 16, 2005
C) The Comdyn Group Contract

Attachment B

Council Meeting of
August 16, 2005

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: FEAP Projects for the Economic Development Program

RECOMMENDATION

Recommendation of the Economic Development Team that the City Council

1. Cancel FEAP-482, a site selection software project,
2. Transfer balance of $30,000 from cancelled FEAP-482 to FEAP-481, a project to establish a contact management tracking software for a total project amount of $60,000; and
3. Return remaining balance of $30,000 to the Economic Development Reserve Fund.

FUNDING

Funding is available in FEAP 482 and 481.

BACKGROUND/ANALYSIS

On July 13, 2004, Your Honorable Body approved the appropriation from the Economic Development Reserve, the establishment of the two FEAP projects. FEAP-481 was established to fund the development of a contact management tracking software that could track requests, manage both the case file and City's business assistance, monitor grant/loan agreements and report trends. FEAP-482 was created to fund a GIS site selection database that would allow the Economic Development Team (Team), businesses and brokers to search available properties that are for lease or sale within the City.

Over the past year, the South Bay Council of Governments (SBCCOG) explored the installation of a South Bay GIS site selection database. The SBCCOG's database for the South Bay slightly exceeded the cost quoted for the City of Torrance ($60,000.) Although this project was tabled by the SBCCOG, the South Bay Economic Development Partnership (SBEDP) may re-energize this effort with the SBCCOG. The Team would like to partner with the SBEDP and SBCCOG on this project to realize substantial savings.

While the SBCCOG and SBEDP considered the GIS site selection database, the Team purchased another site selection database that can be used internally to conduct site selections for clients. While this database is not accessible by the public, the Team can conduct personalized site selection searches. We believe that this method provides the following advantages:

1.) Builds relationships with client
2.) Continues to update the client as new sites come online
3.) Allows customized a search
4.) Enables City to know who are the users
(The GIS program does not track the users that access the program.)
5.) Updates are posted monthly by Co-Star staff and are not dependent on the broker community

Over the past year, the Team has worked with Comdyn to develop the customized software for the Economic Development Program. After completion of the needs list, Comdyn's proposal was substantially higher that the Communications and Information Technology Department's estimate. The Team would like to further fund FEAP-481 by the unused funds of FEAP-482; we further request that the remaining funds are transferred back into the Economic Development Reserve.

Respectfully submitted,

LeROY J. JACKSON
CITY MANAGER

By Laura E Toner
Laura E. Toner
Economic Development Manager

CONCUR:

LeRoy J. Jackson
City Manager

LJJ/dle
Attachment: Council Item dated July 13, 2004

Attachment C

Council Meeting of
July 13, 2004

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

SUBJECT: Computer Software for the Economic Development Program

RECOMMENDATION

Recommendation of the City Manager and Economic Development Team that the City Council appropriate $95,000 to fund two capital improvement projects for computer software to support the City's Economic Development Program.

1. Contact Management Software $35,000 (FEAP-481)
2. Site Selection Software $60,000 (FEAP-482)

FUNDING

Funding is available in the 2004-05 Economic Development Reserve Fund.

BACKGROUND/ANALYSIS

In December 2003, the City Manager appointed an Economic Development Team to create a vision and Plan for the City's Economic Development Program. For the past six months, the Team has been working on the Economic Development Plan and exploring resources that can benefit both City staff and the business community. There were two areas that the Economic Development Program was deficient.

1. Contact Management Software
2. Site Selection Software

Contact Management Software
The Contact Management Software will be used by the Economic Development Team to track requests, manage both the case file and City's assistance, monitor agreements and report trends. The Economic Development Team has been working with the Communications and Information Technology Department to determine potential software systems that can track clients, contacts, multiple projects as well as the project's status. This software will interface with the City's Tidemark Permit Plan software, which lists all City businesses, development projects and staff's action items.

The Team and CIT staff have surveyed cities and only the City of Modesto had contact management software for the Economic Development program. After a review of the software, it was determined that our needs would not be met. Therefore, the Team and CIT will work with a consultant to customize a software application that will track the vital statistics and change indicators which will assist the Team with business outreach. Trends such as an increase or decrease in the business' employee base or revenue, or lease expiration are indicators for City representatives to conduct a business visit and discuss the available City services.

Site Selection Software

The Site Selection Database will assist brokers and businesses search available business properties that are for lease or sale within the City of Torrance. The brokers update the information that is posted on our City website, www.torrnet.com and the City would be the clearinghouse for all updated listings. The software will also include demographic information within a defined radius and business cluster information that will help businesses find the perfect location. The business information will allow site selectors or businesses to determine if customers or competitors are located in the immediate area.

The cities of Carson and Inglewood both feature this application on their website and find that this software application is a valuable resource for the City, brokers and business community. The Economic Development Team will continue to work with CIT to find the best application.

Respectfully submitted,

By: Laura E. Wren

Laura E. Wren
Economic Development Chair

CONCUR:

Richard Shigaki

Richard Shigaki
Communications and Information Technology Director

LeRoy J. Jackson
City Manager

Attachment D

AMENDMENT TO AGREEMENT

This Amendment to Agreement is made and entered into as of December ___, 2006, by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Comdyn Group, a California Corporation ("CONTRACTOR").

RECITALS:

A. CITY and CONTRACTOR entered into an Agreement on January 10, 2006, whereby CONTRACTOR agreed to create an Economic Development database system/contact management system for the Economic Development Office.

B. The CITY is satisfied with the level of service provided by CONTRACTOR.

C. Both parties wish to extend the term of the contract from the effective date of the contract through December 31, 2007.

D. Both parties wish to increase the amount of the contract by $15,000.00.

AGREEMENT:

1. Paragraph 2. "TERM" is amended to read in its entirety as follows:

   "2. TERM

   Unless earlier terminated in accordance with Paragraph 4 below, this agreement will continue in full force and effect from the Effective Date through December 31, 2007.

2. Paragraph 3. "COMPENSATION" is amended to read in its entirety as follows:

   "3. CONTRACTOR's Fee

   For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached hereto as Exhibit B-1, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $63,838.00.

3. In all other respects, the Agreement dated January 10, 2006 between CITY and CONTRACTOR is ratified and reaffirmed and is in full force and effect.

CITY OF TORRANCE,
a Municipal Corporation

_____
Frank Scotto, Mayor

ATTEST:

_____
Sue Herbers
City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
Tatia Y. Strader
Deputy City Attorney

The Comdyn Group
a California Corporation

By: _____
William R. Brown
Senior Vice President

THE Comdyn GROUP

Information Technology Services
People, Systems, Solutions

December 12th, 2006

Fran Fulton
City of Torrance
3031 Torrance Blvd.
Torrance, CA 90503

Dear Fran,

We are pleased to assign members of our Application Development team to your account to complete the following change order items on the TEDD application, and to provide ongoing maintenance and support for the TEDD application.

The following are the change order items item's with associated fixed prices. You will be billed following completion and sign off in the form of an authorizing email, for each deliverable item.

1. move payments and loans under projects (est. 12 hrs, $1440)
2. detailed contact drill down (est. 4 hrs, $480)
3. Outstanding Loan Balance report – date range (est. 2hrs, $240)
4. Company Projects Report – date range (est. 2 hrs, $240)
5. grant loan employee number override (est. 3 hrs, $360)
6. list Builder Feature (Naics list only) (est. 8 hrs, $960) (then additional lists will be less)
7. Action drill down for Staff Comments (est. 4 hrs, $480)
8. filter actions by staff (est. 2 hrs, $240)
9. pending task report, either by staff or admin, date and open/closed/both (3 hrs, $360)

Additionally, for hourly maintenance performed by members of our Application Development team, you will be charged at a rate of $120 per hour. Maintenance work will be any development or support work on TEDD not covered by a fixed bid engagement letter or change order. This will be charged hourly and timesheets will be submitted to Torrance management. Your signature on the timesheets will serve as approval for billing and your acknowledgment that the hours are correct and that the work was performed in a satisfactory manner. We will invoice following this analysis that is due and payable within 30 days of its submission.

We anticipate that you will continue to be pleased with our services as provided by our application team and look forward to future professional engagements. Please fax this letter back to me as authorization to proceed.

26500 Agoura Road, Suite 200 • Calabasas, California 91302 • (818) 880 9203 • Fax (818) 880 9484 • www.comdyn.com

Sincerely,

Bill Brown

Bill Brown
VP, Business Development
The Comdyn Group
(949) 852 0440 x172
(949) 852-0610 Fax

Name_____ Date_____

Attachment E

CONTRACT SERVICES AGREEMENT

This CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into as of January 10, 2006 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and The Comdyn Group, a California corporation ("CONTRACTOR").

RECITALS:

A. CITY wishes to retain the services of an experienced and qualified CONTRACTOR to create an Economic Development database system / contact management system for the Economic Development Office.

B. CONTRACTOR represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services listed in the Scope of Services attached as Exhibit A. CONTRACTOR warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through December 31, 2006.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of $48,838.00 ("Agreement Sum"), unless otherwise first approved in writing by CITY.

C2006-017

COPY

ISE

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.

2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:

   a. cease operations as directed by CITY in the notice;
   b. take actions necessary, or that CITY may direct, for the protection and preservation of the work; and
   c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.

2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon,

will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. <u>FORCE MAJEURE</u>

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate CITY for any losses, costs, liabilities, or damages suffered by CITY, and all amounts for which CITY may be liable to third parties, by reason of CONTRACTOR's acts or omissions in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect CITY as elsewhere provided in this Agreement.

7. **CITY REPRESENTATIVE**

Frances Fulton is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. **CONTRACTOR REPRESENTATIVE(S)**

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Alister Harris

9. **INDEPENDENT CONTRACTOR**

The CONTRACTOR is, and at all times will remain as to CITY, a wholly independent contractor. Neither CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of CITY.

10. **BUSINESS LICENSE**
The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. **OTHER LICENSES AND PERMITS**
CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. **FAMILIARITY WITH WORK**
By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from CITY.

13. **CARE OF WORK**
CONTRACTOR must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by CITY, except those losses or damages as may be caused by CITY's own negligence.

14. **CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS**
Records of the CONTRACTOR's time pertaining to the project, and records of accounts between CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. **INDEMNIFICATION**
CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal

injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

A. CONTRACTOR and its subcontractors must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

   a. Primary Bodily Injury with limits of at least $500,000 per person, $500,000 per occurrence; and

   b. Primary Property Damage of at least $250,000 per occurrence; or

   c. Combined single limits of $1,000,000 per occurrence.

2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least $1,000,000 per occurrence.

3. Workers' Compensation with limits as required by the State of California and Employer's Liability with limits of at least $1,000,000.

B. The insurance provided by CONTRACTOR will be primary and non-contributory.

C. CITY, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

D. CONTRACTOR must provide certificates of insurance and/or endorsements indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.

E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to CITY.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.

2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.

3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.

4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.

5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

6. Addresses for purpose of giving notice are as follows:

CONTRACTOR	The Comdyn Group 17900 Skypark Cr., Suite 106 Irvine, CA 92614 Fax: (949) 852-0610
CITY:	City Clerk City of Torrance 3031 Torrance Boulevard Torrance, CA 90509-2970 Fax: (310) 618-2931

B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONFIDENTIALITY

In consideration of the CONTRACTOR being made privy to confidential information belonging to the CITY, the party receiving such information agrees not to disclose this information to third parties nor to use it for any purpose other than that for which it is received. The CONTRACTOR shall treat any information received as confidential and proprietary to the CITY and shall not duplicate, reproduce or copy confidential information without the CITY's prior written

consent. Upon termination of the business relationship anticipated by the parties hereto, the CONTRACTOR shall promptly return to CITY all copies, in any form whatsoever, of any confidential information or material.

32. **CONTRACTOR'S AUTHORITY TO EXECUTE**
The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE
a Municipal Corporation

Dan Walker, Mayor

ATTEST:

Sue Herbers
City Clerk

APPROVED AS TO FORM:
JOHN L. FELLOWS III
City Attorney

By:

The Comdyn Group
a California Corporation

By:
William R. Brown
Senior Vice President

Attachments: Exhibit A Scope of Services
Exhibit B Compensation Schedule

Revised: 1/30/01

Exhibit A

EXHIBIT A
Scope of Services

Economic Database System Assessment

For:
City Of Torrance

Presented by:

THE Comdyn GROUP

www.comdyn.com

revised 12/08/05

City Of Torrance – Economic Database System

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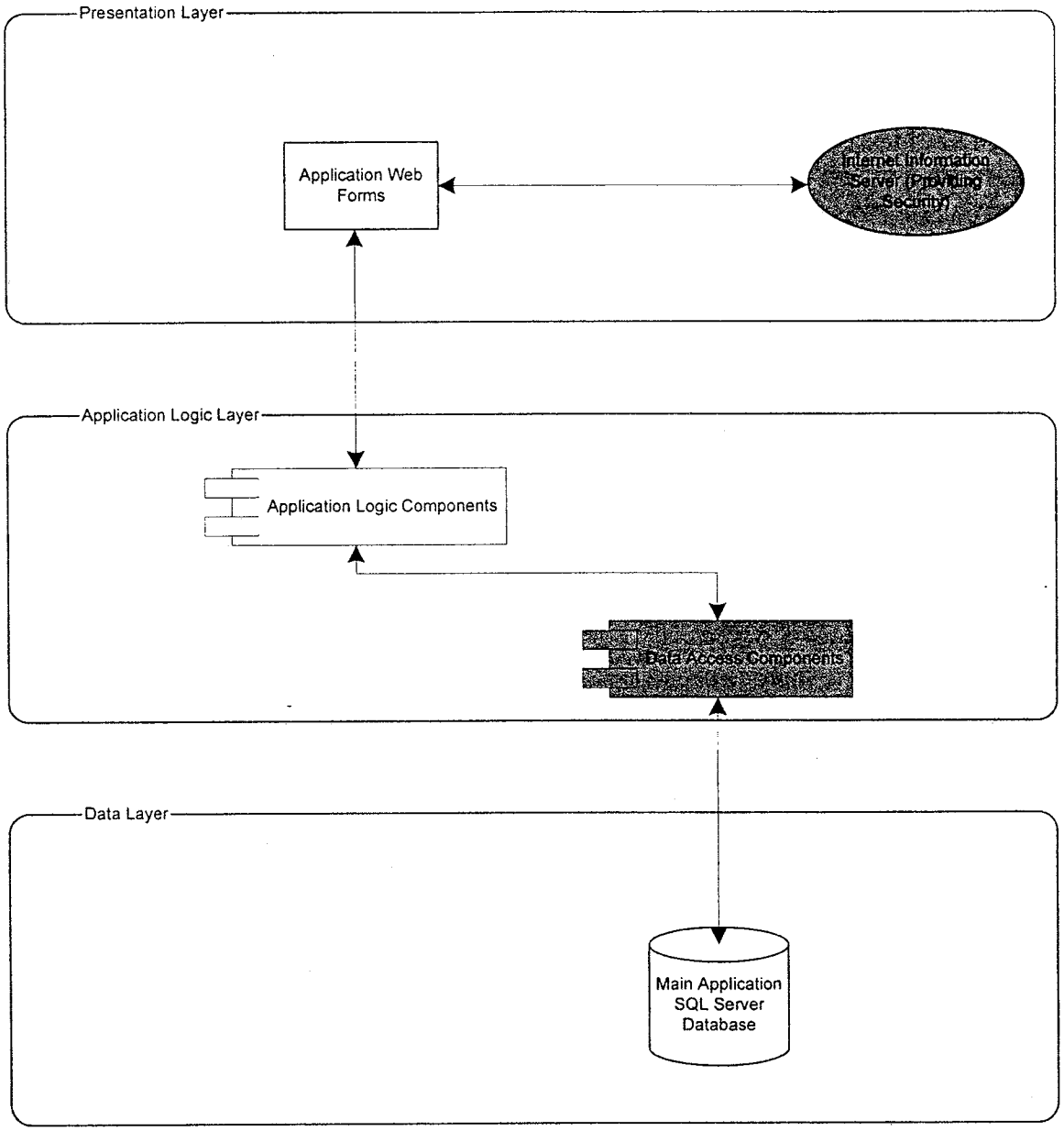
Application Architecture



Application Features

1. **Company**
    a) View/Edit Company Details (including specification of 'inactive' status, which will be used as criteria in company search)
    b) View/Edit Company History items:
        I. Quarterly Utility Tax of various types e.g. Socal Edison, Water etc.
        II. Quarterly Business Revenue
        III. Quarterly Employee Number Change
        IV. Quarterly Sales Tax
    c) View Associated Documents & Upload/Remove Documents
    d) View/Assign/Remove Company Clients
    e) View/Edit Company Loans
    f) View/Edit Company Contacts
2. **Project**
    a) View/Edit Project Details
    b) Assign Project Staff
    c) View/Edit Project Issues
    d) View Associated Documents & Upload/Remove Documents
    e) View/Edit Project Events (including 'tasks' for project staff)
        I. Staff Tasks (logged on user will be able to filter on tasks assigned to them – and acknowledge)
        II. Contact History – to track conversations by phone, email, faxes
3. **Reports**
    a) Contact Activity Report
    b) Industry By NAICS Code Report
    c) Successes (Project Closing) Report
    d) Mailing Labels – to be launched in MS Word format
    e) Monthly Report To City Council (Project Events of 'Contact' type)
    f) Sales Tax Report and Graph
    g) Change in Number of Employees Report and Graph

4. **Administration**
    a) Add/Remove Companies
    b) Add/Remove Projects (to be assigned to companies)
    c) Add/Edit Staff. Including designation of Admin. Abilities
    d) Add/Edit Industry Type (tied to company)
    e) Add/Edit Location Type
    f) Add/Edit Utility (Tax) Types

g) Add/Edit Contact Type (Manager, Admin etc.)
h) Add/Edit Event Types

5. Additional Features

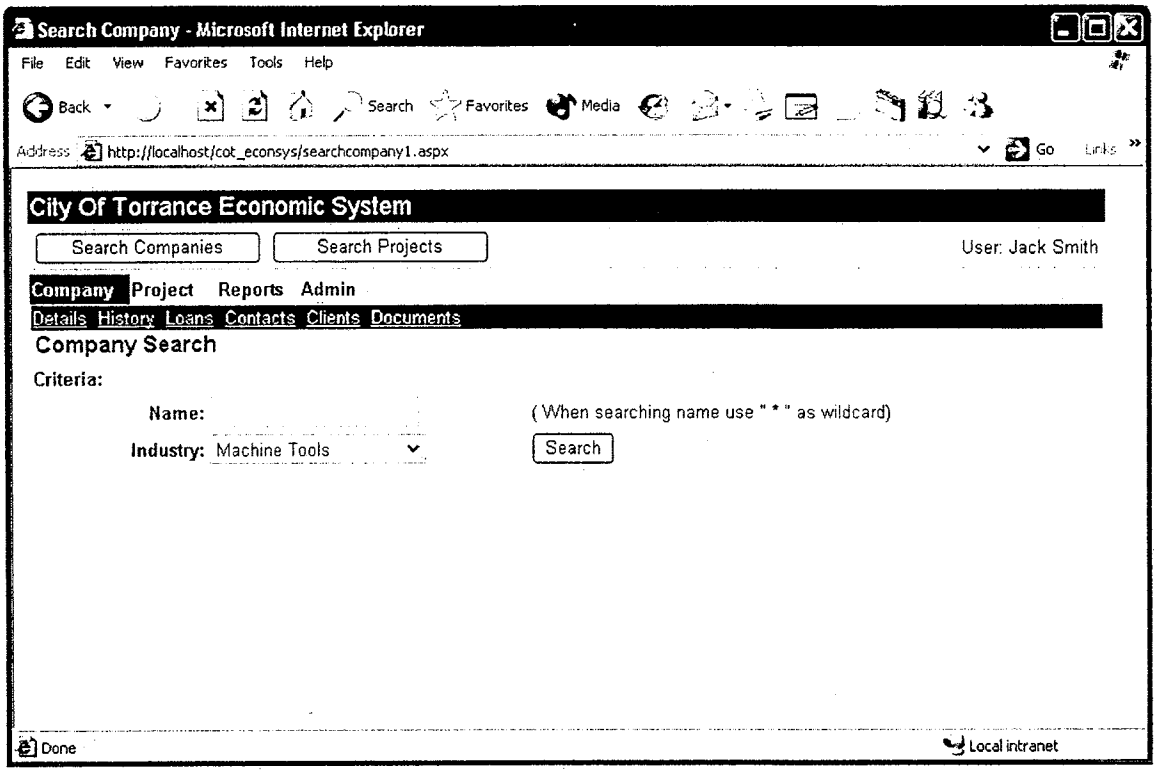
a) Application will be driven from the context of the user (acquired from NT Auth credentials or 'logon feature') – this will allow for customization of application view regarding administrative abilities dependent on user admin level.

b) Security context – custom security to provide user context and control administrative rights.

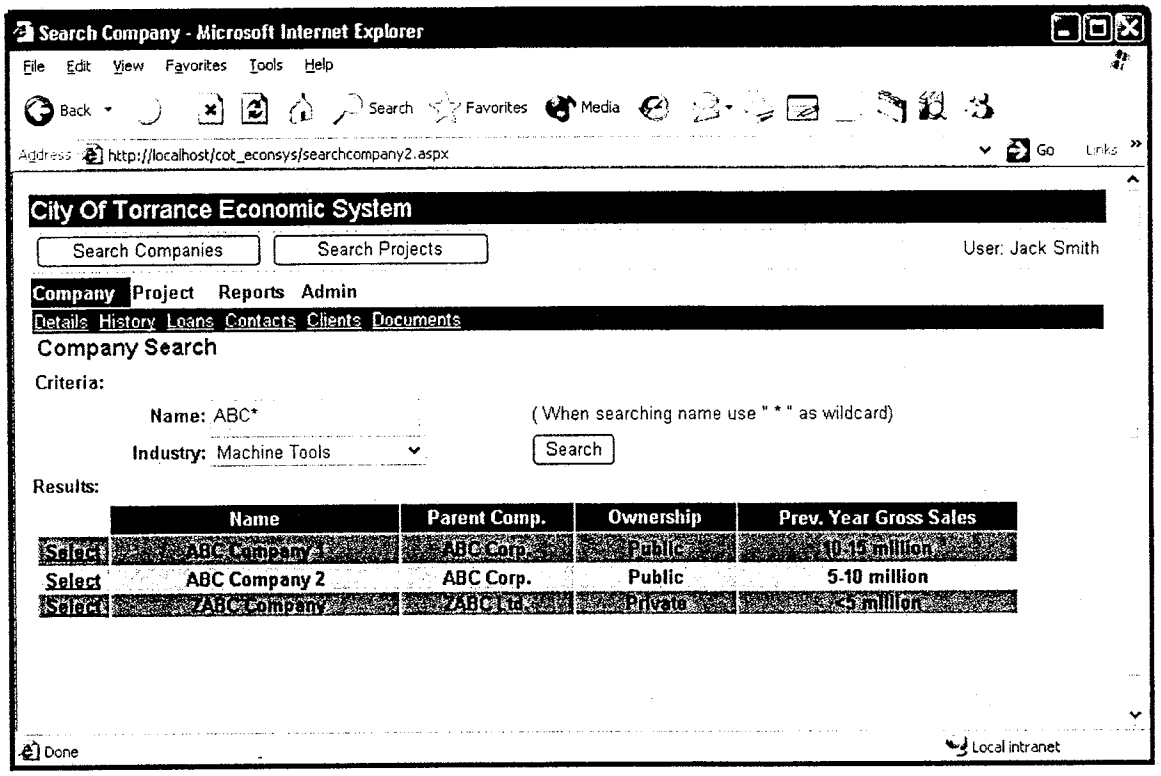
c) One-time import from Business License Link System

Application Screen Shots

1. Company Search



2. Company Search – with results



3. Company Detail

Company Detail - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/companydetails.aspx Go

City Of Torrance Economic System

Search Companies | Search Projects

User: Jack Smith

Company Project Reports Admin

Details History Loans Contacts Clients Documents

Company Details - XYZ Company

Name:	XYZ Company	Business Start Year:	1984	Is Parent Company:	False
Industry:	Textile	Type Of Ownership:	Public	Building Class:	Premium
Address1:	123 Oak Avenue	Website:	http://www.xyz.com	Square Footage:	10,000
Address2:		Location Type:	Office	New/Expansion/Reloc:	Expansion
City:	Torrance	Lease/Own:	Own	Relocation From:	
State:	California	Property Mgmt:	RTY Group	Real Estate:	Colliers Seele
NAICS Code:	QWERTY123	Import%:		No. of Employees:	50
		Export%:	20	Lst. Yr. Gross Sales:	10-15 Million
				Profitable Last Year?:	Yes

Comments:

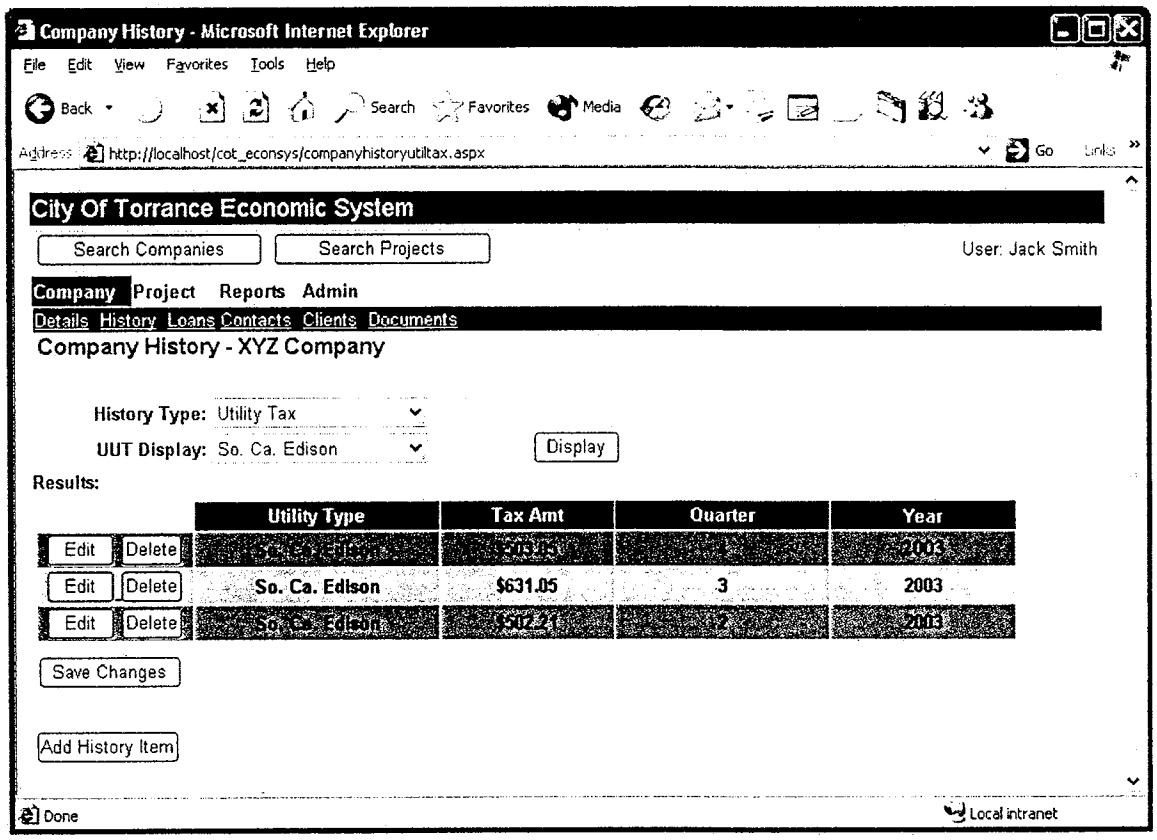
Save Changes

Associated Companies

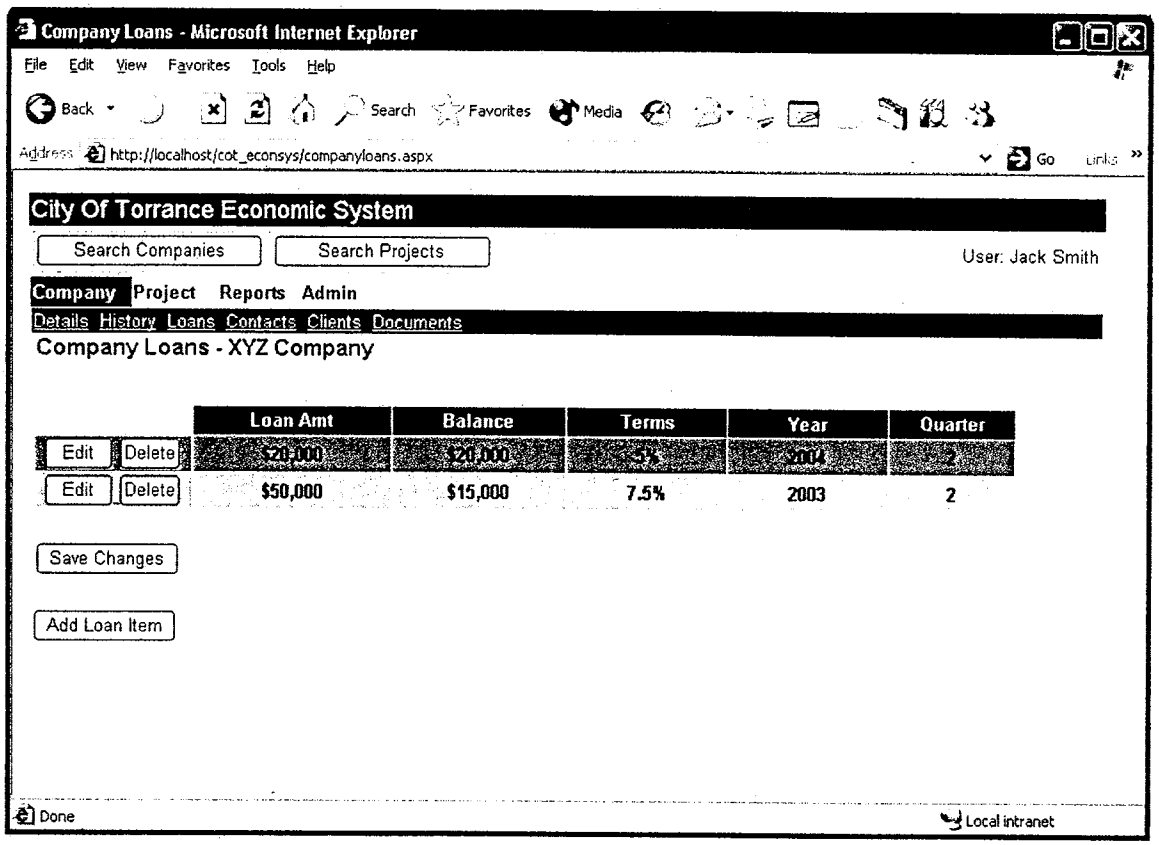
	Name	Parent/Local	City	Prev. Year Gross Sales
Select	XYZ Holding Company Inc	Parent	Torrance	100-5 million
Select	XYZ Company2	Local	Torrance	5-10 million

Done Local intranet

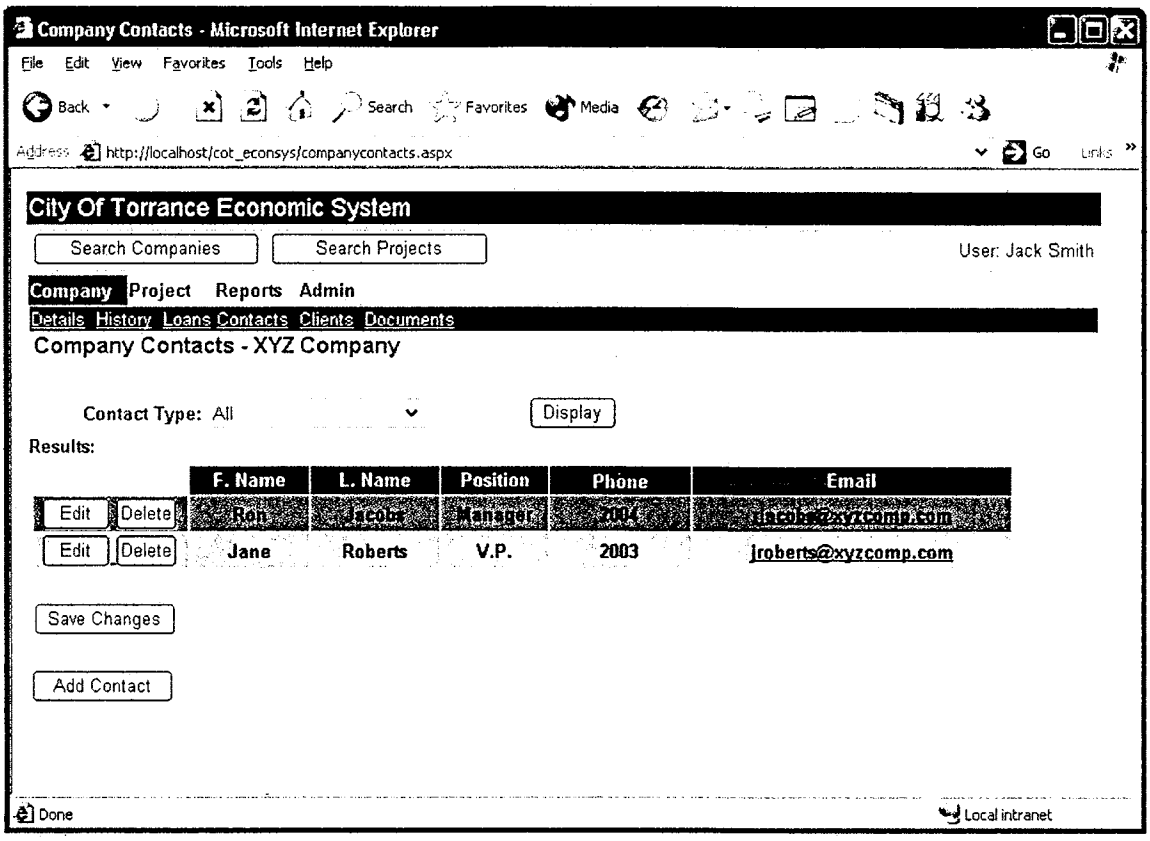
4. Company History



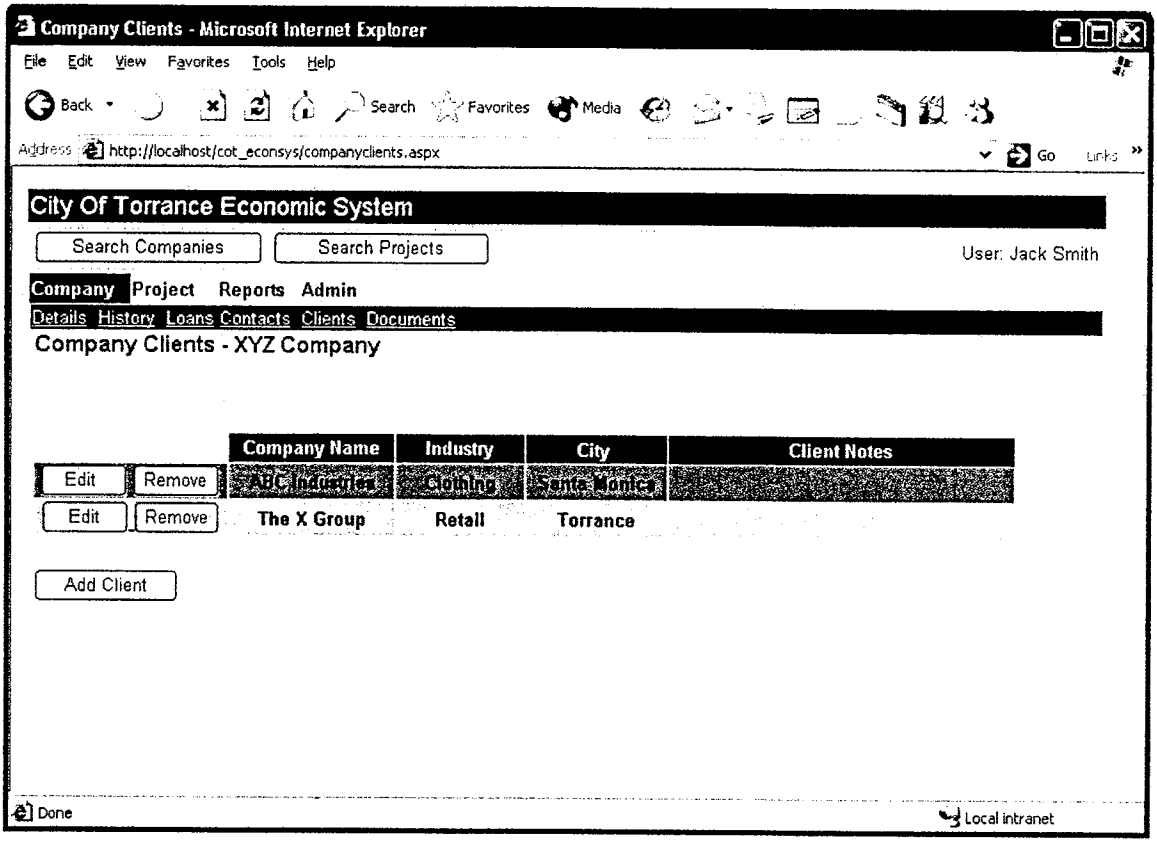
5. Company Loans



6. Company Contacts



7. Company Clients



8. Company Documents

Company Documents - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/companydocuments.aspx Go Links

City Of Torrance Economic System

Search Companies | Search Projects | User: Jack Smith

Company | Project | Reports | Admin

Details | History | Loans | Contacts | Clients | Documents

Company Documents - XYZ Company

Document Type: Newspaper Article Display

Results: (Click on title to view document)

		Title	Type	Description	Upload Date
Edit	Delete	XYZ Article1.pdf	Newspaper Article	For Upcoming expansion	2/20/2004
Edit	Delete	XYZ Article 2.gif	Newspaper Article		2/5/2004

Add Document:

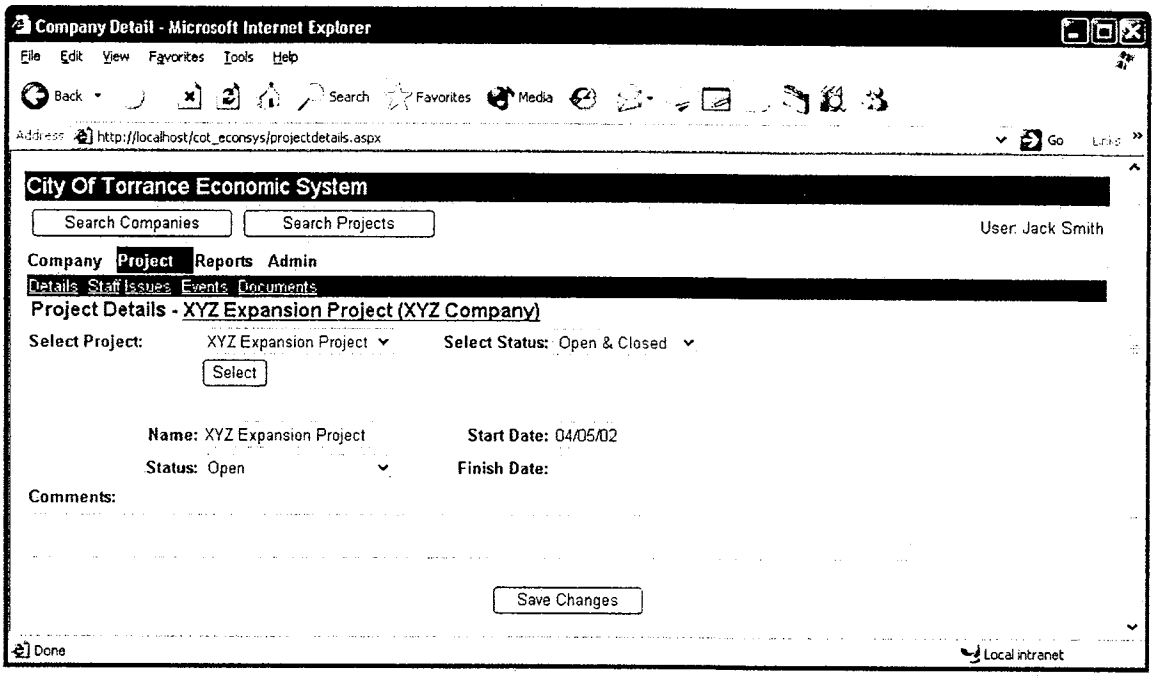
Title: Type: Document

Description:

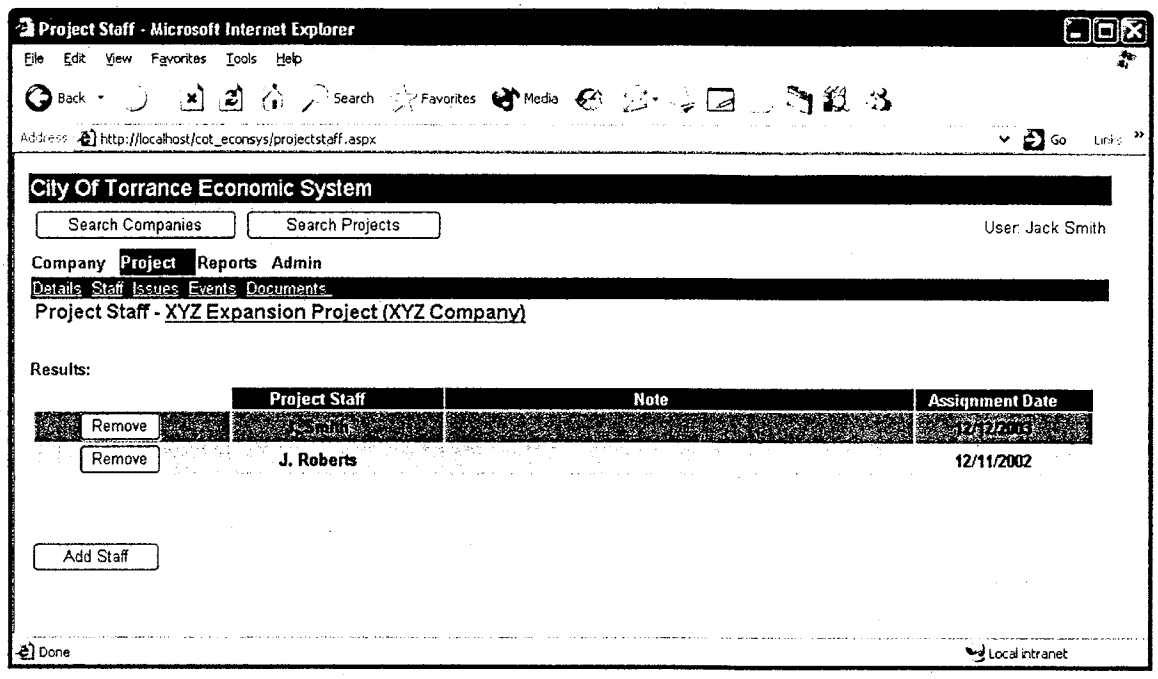
Select File For Upload: Select & Upload

Done Local intranet

9. Project Details



10. Project Staff



11. Project Events

Project Issues - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/projectevents.aspx Go Links

City Of Torrance Economic System

Search Companies | Search Projects | User: Jack Smith

Company | Project | Reports | Admin

Details | Staff | Issues | Events | Documents

Project Events - XYZ Expansion Project (XYZ Company)

Event Type: All Display

Results:

	Event Type	Staff	Contact	Description	Date	Ack.
Edit Delete	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Edit Delete	Phone Call	J. Roberts	Rudy Jones	Call regarding project status information request.	12/11/2002	No

Add Event

Done Local intranet

12. Project Issues

Project Issues - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/projectissues.aspx Go Links

City Of Torrance Economic System

Search Companies | Search Projects | User: Jack Smith

Company | Project | Reports | Admin

Details Staff Issues Events Documents

Project Issues - XYZ Expansion Project (XYZ Company)

Issue Type: All Display

Results:

	Issue Type	Logged By	Description	Date
Edit Delete	Relocation Incentive	J. Smith	Relocation Incentive Item Description...	12/2/2003
Edit Delete	Tax Credit	J. Roberts	Tax Credit Item Description...	12/11/2002
Save	Permit Assistance	J. Smith		5/1/2004

Add Issue

Done Local intranet

13. Project Documents

Project Documents - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/projectdocuments.aspx Go Links

City Of Torrance Economic System

Search Companies | Search Projects | User: Jack Smith

Company | Project | Reports | Admin

Details | Staff | Issues | Events | Documents

Project Documents - XYZ Expansion Project

Document Type: Newspaper Article Display

Results: (Click on title to view document)

	Title	Type	Description	Upload Date
Edit Delete	XYZ Exp Finance.xls	SpreadSheet		12/07/2002
Edit Delete	Meeting Minutes.doc	Document	Minutes for kick-off meeting 12/09/02	12/11/2002

Add Document:

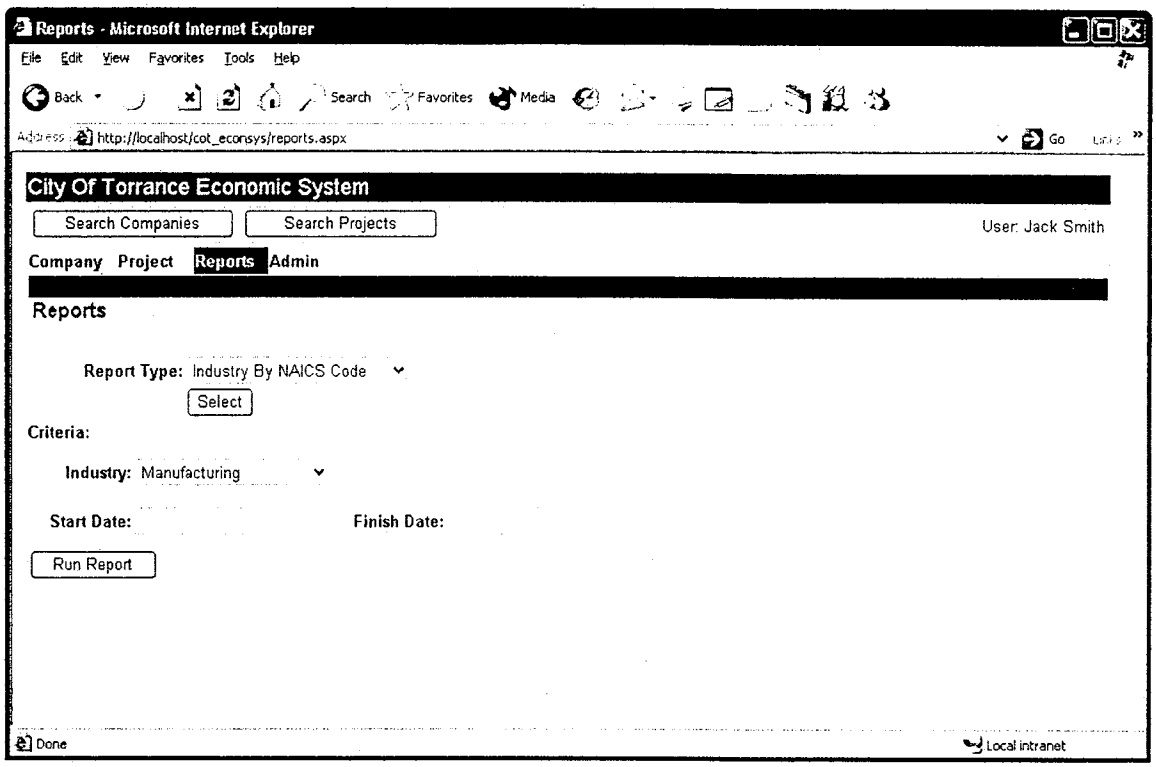
Title: Type: Document

Description:

Select File For Upload: Select & Upload

Done Local intranet

14. Reports


Reports - Microsoft Internet Explorer
File Edit View Favorites Tools Help
Back Search Favorites Media
Address http://localhost/cot_econsys/reports.aspx
Go
City Of Torrance Economic System
Search Companies
Search Projects
User: Jack Smith
Company Project Reports Admin
Reports
Report Type: Industry By NAICS Code
Select
Criteria:
Industry: Manufacturing
Start Date:
Finish Date:
Run Report
Done
Local intranet

15. Administration Screen (staff)

Administration - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Search Favorites Media

Address http://localhost/cot_econsys/administration.aspx Go Links

City Of Torrance Economic System

Search Companies | Search Projects | User: Jack Smith

Company Project Reports Admin

Administration

Administration Type: Staff

Select

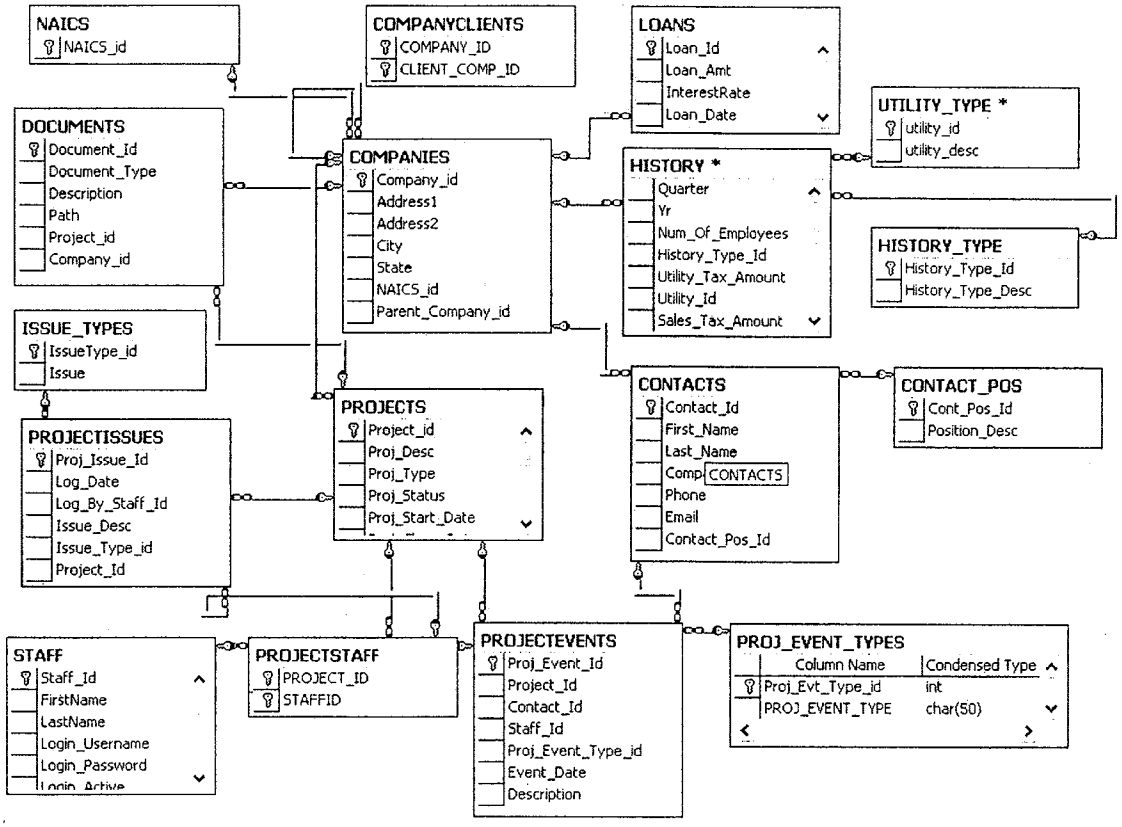
Administration - STAFF

	First Name	Last Name	Login Username	Login Pass	Admin Level	Login Active?
Edit Delete	Jack	Smith	Smith	[illegible]	Full Admin	Yes
Edit Delete	Arthur	Brown	2003	SMITH1234	User	Yes
Save	New	User			Full Admin	☐

Add User

Done Local intranet

Data Model


NAICS
NAICS_id
COMPANYCLIENTS
COMPANY_ID
CLIENT_COMP_ID
LOANS
Loan_Id
Loan_Amt
InterestRate
Loan_Date
UTILITY_TYPE *
utility_id
utility_desc
DOCUMENTS
Document_Id
Document_Type
Description
Path
Project_id
Company_id
COMPANIES
Company_id
Address1
Address2
City
State
NAICS_id
Parent_Company_id
HISTORY *
Quarter
Yr
Num_Of_Employees
History_Type_Id
Utility_Tax_Amount
Utility_Id
Sales_Tax_Amount
HISTORY_TYPE
History_Type_Id
History_Type_Desc
ISSUE_TYPES
IssueType_id
Issue
CONTACTS
Contact_Id
First_Name
Last_Name
Comp CONTACTS
Phone
Email
Contact_Pos_Id
CONTACT_POS
Cont_Pos_Id
Position_Desc
PROJECTS
Project_id
Proj_Desc
Proj_Type
Proj_Status
Proj_Start_Date
PROJECTISSUES
Proj_Issue_Id
Log_Date
Log_By_Staff_Id
Issue_Desc
Issue_Type_id
Project_Id
STAFF
Staff_Id
FirstName
LastName
Login_Username
Login_Password
PROJECTSTAFF
PROJECT_ID
STAFFID
PROJECTEVENTS
Proj_Event_Id
Project_Id
Contact_Id
Staff_Id
Proj_Event_Type_id
Event_Date
Description
PROJ_EVENT_TYPES
Column Name
Condensed Type
Proj_Evt_Type_id
int
PROJ_EVENT_TYPE
char(50)

Scope Definition:

Phase I:

Company

1. View/Edit Company Details
2. Search For Company (including criteria to limit search to 'active' companies)
3. View Edit History Items For Company: (History types will be defined as part of application design)
    a) Quarterly Utility Tax
    b) Quarterly Business Revenue
    c) Employee Number Change
    d) Quarterly Sales Tax
    e) Loan Repayment History
4. View/Assign Company Clients (from companies that have been entered into the system)
5. View/Edit Company Loans
6. View/Edit Company Contacts
7. Documents – upload documents from user system assign with type (e.g. News Paper Article) and description, view documents uploaded for company, and filter view by type.

Project

8. View/Edit Project Details
9. Search Projects
10. Add/Edit Staff
11. Assign Staff To Projects
12. View/Edit Project Issues
    a) Select Issue Type (can be dynamically administered)
    b) Assign Contact
    c) Assign Staff (that have been allocated to project)
    d) Enter Issue Description
13. Add/View/Edit Project Events – These will allow for assignment of Project Staff, Project Contact, Event Type, and Description:
    a. Contact History – track conversations etc.
    b. Project Events – can be dynamically administered (will include e.g. Contact By Phone, Contact By Fax)
    c. Tasks - filter will exist for users to see project orientated tasks assigned to them – there will be a mechanism for acknowledgement of assigned tasks

14. Upload/View of documents – assigned to projects.

Reports

15. Reports
    a. Contact Activity Report (from project events of contact type)
    b. Industry By NAICs report
    c. Project Success Report (Reporting for 'closed' projects)
    d. Mailing Labels – to be launched in MS Word format
    e. Month Report to City Council
    f. Sales Tax Report with Graph
    g. Employee Number Change with Graph
    h. Administration

16. Additional Administration
    a. Add/Remove Companies
    b. Add/Remove Projects (assigned to companies)
    c. Add/Edit Industry Types.
    d. Add/Edit Issue Types
    e. Add/Edit Event Types
    f. Add/Edit Document Types
    g. Add/Edit Location Types
    h. Add/Edit Utility Types
    i. Add/Edit Contact Types (Manager, Admin)
    j. Add/Edit Staff – including assignment of administrative level.

Security

17. Application will be driven by the context of user.
    a. User authentication will be by NT Authentication/Logon form for remote users.
    b. Various administrative levels can be defined and applied to user, which will control the administrative privileges of the user. (administration levels and associated privileges need to be defined.)

18. Business Processes
    a. Application will provide alerts for company when lease expiration date is within 2 years – or a report will provide a list of these companies.
    b. Acknowledgement of tasks assigned to users (as Project Event items) – the logged-on user will be able to filter events that are tasks assigned to them, and will be able to acknowledge receipt of the tasks (with confirmation mechanism).

19. Initial import of existing company names and addresses etc. from Business License Link System. (we will need table structures etc. for this)

Phase II (not included)

1. GIS Link – inclusion of company/business level fields that will be incorporated into company detail allowing for linking to GIS application.
2. MS Outlook Integration
3. Re-usable import/export mechanism against Business Link System.

Process Definitions

1. Lease Expiration
A notification will be generated for company when company lease expiration is within 2 years of expiration. Or a report to show companies with lease expirations in this range.

2. Application Security
The system will be context-driven to the logged-in user. The application will be developed so that user information will be taken from NT Authentication credentials, or a logon screen for remote users.

3. Ticklers/User Tasks
User tasks will be assigned tasks as Project Events of type 'Task.' The application will provide a mechanism for staff/user with the task assignment to acknowledge receipt of the task. This feature will incorporate a confirmation to ensure acknowledgement occurs purposefully.

Assumptions

- The Development Project Proposal includes only "Phase 1" functionality. Subsequent Phases can add new functionality to the application, or enhance existing functionality.
- Reports will be developed using SQL Reporting Services.
- Reports with graph displays will be created utilizing SQL Reports which can automatically export to Excel or PDF.
- The Development Team will have full access to all the Data required for the Initial Load.
- The development team will have access to developer licenses for all third-party components used for this project.
- The development team will consist of one full-time developer (or equivalent in part-time resources), plus an additional, part-time resource to produce the graphic files needed for the project and a part-time project manager.

EXHIBIT B
Compensation Schedule

In consideration for the development of the Economic Development database system / contact management system pursuant to this Agreement with the CITY, The Comdyn Group, shall invoice the CITY only after the CITY has signed-off on acceptance of completion of each stage of development.

The compensation schedule for each stage of development is as follows (based on the attached proposal by The Comdyn Group)

Stage of Development	**Compensation on CITY's Acceptance**
Analysis and Design	$1,600.00
Prototype	$9,600.00
Internal Release 1	$17,240.00
Production Release	$16,780.00
Final Acceptance	$3,618.00
Total	**$48,838.00**

THE Comdyn GROUP

Information Technology Services
People, Systems, Solutions

December 27, 2005

Frances Fulton
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90503

Dear Frances,

Thank you for the opportunity to propose our project services to The City of Torrance. We propose commissioning our application services team, under Alister Harris' direction, to create the Economic Development Database, using the attached specification as supporting documentation. This Engagement Letter describes the **Project Services** we will provide under the terms of our Master Service Agreement.

We propose the commissioning of our development team to complete the tasks as specified. This project will be at a fixed cost of $48,838. Scope changes will be processed via change orders and approved by both The City of Torrance and Comdyn management.

City of Torrance Economic Development System	*Est.Hours*	*Dollars*
Analysis and Design	16	$1,728
Prototype		
Project Management	24	$2,592
Development	48	$5,184
Home Page and Global Navigation		
Company Search (incl price/lease/rates)		
Company Details (incl gross sales history/multi-address)		
Project Search		
Project Details (loan process)		
Stabilization	24	$2,592
Internal Release 1		
Project Management	28	$3,024
Development	148	$12,787
Graphic Design		
Company Information Pages		
Project Information Pages		
Administration Pages		
Stabilization	26	$2,808
Production Release		
Project Management	24	$2,592
Development	116	$10,022
Workflow Navigation Revision		
Reporting Subsystem		
Contact Activity Report		
Industry by NAICS Code Report		
Successes Report		
Mailing Labels		
Monthly City Council Report		
Sales Tax Report and Graph		

17900 Skypark Circle, Suite 106 • Irvine, California 92614 • (949) 852-0442 • Fax (949) 852-0610 • www.comdyn.com

Change In Number of Employees Report and Graph Data Imports and Exports (bus license) Security (admin/read only user types)		
Stabilization & Deployment	60	$5,509
Estimated Development Cost		**$48,838**

Assumptions:

1. City will provide requirements support as needed.
2. City will provide .Net web server and general network environment and support.
3. Implementation support and training is limited to 8 hours, then will be charged at t&m.
4. Any new functionality will need to be processed via change order before being actioned.
5. City will provide QA testing and verify satisfactory functionality prior to, and promptly (30 days) from the deployment date.
6. City Utility Tax report not included in scope.

We appreciate the opportunity to work with The City of Torrance, and look forward to working on this project. We anticipate that you will be pleased with our services as provided and look forward to future professional engagements. Please sign this letter and fax it back as authorization for us to proceed.

Fax 949-852-0610

Sincerely,

Alister Harris

Alister Harris
VP Consulting Services
The Comdyn Group

Marianne Ross

Marianne Ross
Business Development Manager
The Comdyn Group

Agreed on behalf of The City of Torrance:

_____ Dated_____
Signature

_____
Printed or typed name, title