Appendix A:

FHA –BUSINESS REQUIREMENTS v2

A. DELIVERABLES/REQUIREMENTS

1) Provide the project timeframe or target completion date.

2) Clarify what is not a part of the project, or work that is excluded.

3) Indicate the type of company or team experience, qualifications and references that are sought – not specific minimums but a statement that outlines the desired experience.

4) Specific deliverables, including outputs such as published materials or training curriculum; and outcomes such as increased efficiency or reduced costs.

5) Performance standards or measures

6) Identify which of the following software requirements are either out of the box, configurable, or customizable.

7) The system will reflect a high degree of integration with the ESRI technology currently being used to support field operations for Fire Hazard Abatement and potential future Code Enforcement projects. The ESRI technology utilizes Survey123 for ArcGIS, Collector for ArcGIS and Workforce for ArcGIS to collect data in the field, at which point data are written to and stored as a feature service on ESRI's ArcGIS Online cloud or San Bernardino County's on premise ArcGIS Portal. Data should synchronize on a regular basis between the ESRI platform and the new system.

8) The system should support the use of multiple Survey123 survey forms/services with varying schema.

9) Integration between the new system and the County's existing systems, such as SAP, as well as custom County systems such as the Property Management System.

10) The new system will include or support an extract-transform-load process to load, store, and sync data from the ArcGIS feature service. Data will flow both ways from ArcGIS to the new system, as well as from the system to ArcGIS.

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12) *The database will include – at a minimum – fields to store the following information:*

- Case number
- Date case opened
- Staff member who opened the case
- Overall case status (Open, Closed, etc.)
- Case sub status (the detailed status of the case within its larger overall status, e.g. Complaint Resolved)
- Next Action
- Date field for recording when the Next Action value was entered
- Target Date for Next Action
- Assigned To
- Date of assignment
- Type of complaint or violation
- Priority
- Severity
- Complexity
- Location
- Warrant required
- Reason for complaint referred
- Case notes (which can include records of any contact or conversations with the owner)
- Balance

13) The system will support ad-hoc generation – using parameters – of formatted and branded production reports and other formats (such as .csv) by line staff on any or all of the fields listed above.

14) Every inspection record (1st, 2nd inspection, etc.) as well as each abatement record would be stored as "child' records related to the parent record in the database. Each type of inspection may have a different set of fields associated with that record. For example, for FHA, 2nd inspections must include standard inspection fields similar to 1st inspections, but also include:

- Type of Work
- Status

15) Sub status (e.g. photos received, photo denial, photo approval)

16) A field for recording the date each time the sub status field changed.

17) If an administrative citation (admin cite) is issued, the information associated with the admin cite will be stored as a child record related to the overall case by case number. The administrative citation child record will also include fields to store:
- Admin cite number (unique number for each cite)
- Sub status

18) The database will allow for the creation of additional fields as needed.

19) Staff must be able to open multiple cases for a single property in a given year.

20) The system will maintain a history of case assignment. Staff must be able to see not only to whom the case is currently assigned, but also records of everyone to whom it has been assigned in the past and when.

21) The database will maintain a record of the original target date for each case. Tracking how many deadlines have been missed by the property owner can provide evidence that can be compelling in court.

22) The Balance value on the parent record should be updated by and reflect the various fee values from child records.

23) Each admin cite will have a unique admin cite number, which will be stored as part of the child admin cite record that is related to the general case record in the database.

24) The system will permit the continued use of Survey123 for ArcGIS, Collector for ArcGIS and Workforce for ArcGIS for field inspections and field workflows.

25) Field staff must be able to work offline in a disconnected environment and then submit their inspection data once reconnected.

26) Both office and field staff must be able to create a "To-Do" list of inspections based on case assignments and dates. Each "To-Do" list would be specific to each inspector or group of inspectors.

27) Staff must be able to open a case in the office as well as in the field.

28) Staff must be able to update the case status in the field. They must be able to close a case while in the field.

29) Staff must be able to create the administrative citation record and its associated report from the field. Managing the admin cite record going forward from that point will be done in the office.

30) The admin cite and invoice must be able to be mailed together as well as separately, specific to individual code enforcement workflows.

31) Field staff must be able to trigger the automatic generation of an invoice, notice, or admin cite based on values they indicate in Survey123 in the field. The generated documents will be subject to review before being mailed out.

32) Based on values entered by officers in the field, additional field values will automatically populate. For example, when the officer enters a type of violation, the associated corrective action field will automatically populate with the appropriate corrective action text based on pre-established values.

33) Field staff must be able to grant an extension in the field. If field staff perform a follow-up investigation and can see that the property owner has been cooperative and has made progress toward bringing the property into compliance, the field officer must be able to grant an extension from the field.

34) The system must allow for field staff to capture information about the complexity and severity of the violations while in the field. Field staff will use values such as 1, 2, 3 and a, b, c to indicate the complexity and severity. The meaning behind the values will be agreed upon and understood by all field staff. These complexity and severity values would apply to the overall record for that inspection, not to individual violations on a single record.

35) Field staff must be able to flag a property as a potential lien while in the field. If on a site visit, a field officer notices circumstances (e.g. a for sale sign), they can flag the property as a potential lien so that lien documents can be generated by office staff. The values field staff may choose from while in the field may be Immediate Lien, Potential Lien, or No Lien. (Values are subject to change.)

36) Field officers must be able to update the following fields in the field(s):

- Next Action
- Target date for next action
- Case sub status
- Case notes
- Access gained (Yes/No)

37) The system will take in complaints, either from residents or from staff. Residents will be able to submit a complaint via a webpage, via an app, or via a phone call.

38) Staff must be able to edit closed case records as well as run reports on closed cases. For example, if there are no more violations on a property, the case will be closed (CASESTATUS = 'Closed'), but subsequent changes to other fields may still be needed (e.g. CASESUBSTATUS = 'Fees Due').

39) The system will allow for the re-opening of closed cases.

40) The system will allow the case to enter litigation at any point. In such instances, administrative processes may be skipped in favor of entering litigation.

41) If officers are unable to access a property to perform an investigation, they will be able to generate a warrant for judge approval for accessing the property.

42) Staff need to be able to generate reports associated with warrants: affidavit, warrant, warrant return.

43) Staff should be able to fill in specific fields and then generate these reports.

44) The system will allow for batching of CNTAs (Courtesy Notice to Abate/Notice of Complaint). Batching will be based on policy parameters, which are subject to change. The system will allow for adjusting batching procedures to accommodate changing policies.

45) The system will allow for batch generating of Notice and Order to Abate (NOA) documents.

46) Staff must be able to draft and mail a Notice of Violation (NOV) if an initial inspection reveals the property is in violation.

47) Once a warrant has been posted on a property that property will incur the cost of posting the warrant, but this warrant fee should not be invoiced until the case is closed.

The warrant fee is added to the balance of the fees owed, but no specific invoice is issued for it.

48) Staff must be able to assign cases based on severity, type, complexity, target date, ownership information (e.g. rental property vs. owner-occupied) and location.

49) Staff must be able to schedule inspections. Every record will have an inspection scheduled. The schedule may be set either by staff, or set by staff at the request of a customer.

50) If no second inspection takes place, the case needs to automatically close if the sub status field is not updated within a given time period.

51) The system will support the receiving and processing of photos from customers/property owners.

52) Customers will use a front-end webpage to submit their photos for receipt and review by Fire Hazard Abatement staff. When submitting photos, property owners/customers will provide the admin cite/invoice combined document number. This number will be used to attach their photos to the property record, rather than requiring that an account be created for each property owner/customer that is then connected to the property record.

53) There must be a flexible document review process that enables the reviewing of documents before mailing, or alternatively, that documents are automatically mailed after a defined period if no review has been completed.

54) Staff must be able to generate a Collections report of outstanding balances, number of days since the customer was billed, and any contact information for the case (phone numbers, addresses, and names).

55) The system will support billing taking place at two stages of the general Fire Hazard Abatement workflow: the customer is first billed for the admin cite and the non-compliant inspection at the beginning of the billing process. Then no other bill is sent until the end of the process, when it will document the full remaining balance.

56) Fire Hazard Abatement will be able to create and issue a single document that contains the fees from both the administrative citation (admin cite) and the invoice. This document should include an itemized list of all fees, as well as the delinquent details and schedule for each fee, and must meet the legal requirements of the admin cite document (including appeal text).

57) The system will allow for and follow a defined delinquent schedule. The delinquent schedule will detail the timeline for when properties are delinquent on their charged fees.

58) Each fee item will have its own delinquent schedule. The system will track when each fee item was originally billed and then apply the associated delinquent schedule for that item.

59) The system will support sending delinquent invoices per the defined delinquent schedule.
   - Example: "Delinquent Invoice Document" or "Delinquent Admin Cite Document". These are documents that are sent as a follow-up. For Fire Hazard Abatement, they are typically sent on the 31st and 61st day after the initial mailing of the combined admin cite/invoice document.

60) The County will be able to receive payments via a secure website.

61) When submitting payments via the website, property owners/customers will provide the admin cite/invoice combined document number. This number will be used to attach their payment to the property record, rather than requiring that an account be created for each property owner/customer that is then connected to the property record.

62) The system will support receiving partial payments from customers, and applying those payments towards the total balance for the case.

63) Billing and fees will be specific to each case, rather than to each property. If multiple cases are opened for the same property in the same year, the property owner will get multiple invoices that year: separate invoices for each case.

64) Because Code staff need to know what fees have been collected by Collections, and Collections need to know what cases are in collection, the system must support a two-way transfer of information between the backend database and Collections. The main goal of this requirement is to minimize the risk of customers paying both Code and Collections.

65) Whether the case has been sent to Collections will be indicated by the sub status field. "In Collections" will be one of the values that can be set for the sub status field.

66) All contractors will use the same Collector and Survey123 for ArcGIS mobile application to record their abatement activities in the field.

67) The abatement record will be a child record related to the parent case record in the database. It will contain fields for storing information about:
   - Abatement status (Open/Closed)
   - Abatement sub status (Pending, in review, denied, approved)

68) Fees will be calculated behind-the-scenes in mobile application. The fee calculations will be different based on which contractor is doing the abatement, but that is not visible on the front-end to the contractor.

69) Fire Hazard Abatement staff must be able to review, edit, approve and deny records of abatement entered by contractors.

70) Fire Hazard Abatement staff must be able to review, edit, approve and deny records of abatement entered by contractors.

71) Fees from the abatement record submitted by contractors should not be added to the balance on the parent record in the database until the review process is complete and the abatement has been approved by FHA staff.

72) FHA staff must be able to assign work to contractors based on a number of factors including location, whether a warrant is required, the complexity and the severity of the violations on the property.

73) The system will allow FHA staff to batch assign records to certain contractors based on various field criteria.

74) FHA staff need to be able to generate complex and flexible reports based on the various "child" records (e.g. 2nd inspection records).

75) Contractors must be able to access and use both the field and backend portion of the system, but the County requires the ability to control their access rights for each individual account. For example, we may want to allow County Fire to have a greater level of access privileges than other contractors.

76) Contractors will need to be able to view and self-assign records that have been flagged as County To Do (CTD), but they should only be able to view CTD records that they have the rights to abate.

- For example, if I contractor is not able to abate properties with a structure, then that contractor should not be able to view County To Do records where there is a structure on the property.

77) Code Enforcement personnel must be able to review the work completed by contractors, approve the work, and track payment of abatement work to contractors.

Attachment C

Software Maintenance and Support Agreement

The SOFTWARE MAINTENANCE AND SUPPORT AGREEMENT ("Agreement") is executed as of June__/_23_/2020__ by and between Agiline Software LLC (LICENSOR) a California Corporation with its principal office located at 760 S. Rochester Ave, Suite A, Ontario, CA 91761 and **The County of San Bernardino** with its principal office located at **385 N. Arrowhead Avenue, San Bernardino CA 92415.**

This Agreement is executed for providing Maintenance and Support services to the LICENSEE who has executed a written Master Software License Agreement ("License Agreement"), dated _____ with the LICENSOR for Use of a Licensed Program. For the purpose of this Agreement, the Maintenance and Support Services and the terms shall be applicable as to "LICENSEE" only after signing this Agreement by paying the requisite Service Fee and the taxes in advance. This Agreement stipulates the terms and conditions in adherence to which LICENSOR shall provide certain Maintenance and Support Services to LICENSEE. The terms of this Agreement shall supplement the terms of the License Agreement. Annexure- I of the License Agreement is incorporated herein by reference. In the event of any direct conflict between the terms of this Agreement and the License Agreement, the terms of the License Agreement shall supersede and have control. The services under this Agreement do not include any improvements, customizations or modifications made by, or for, the LICENSEE to the Licensed Program unless otherwise agreed to in a written agreement executed by LICENSOR and LICENSEE. Without such an agreement, modification of the Licensed Program is strictly prohibited.

The term of this Agreement shall commence on the date set forth above and shall remain in force for one (1) year. Thereafter, this Agreement shall be automatically renewed for successive one-year terms subject to LICENSEE'S payment of the Annual Software Maintenance and Support fee on or before the expiry of one year from the date of this Agreement or before the expiry of any successive renewal terms, whichever applicable ("Anniversary Date"). In the event that LICENSEE fails to pay the Annual Software Maintenance and Support fee on or before the Anniversary Date, this Agreement shall be deemed automatically terminated, provided however that at LICENSOR's option and subject to the payment by LICENSEE of the Reinstatement Fee, this Agreement may be reinstated after such termination. "Reinstatement Fee" shall mean the amount equivalent to 50% of Annual Software Maintenance and Support fee. This Agreement shall be deemed to be automatically terminated on i) earlier termination of this Agreement by LICENSOR or termination of the Master Software License Agreement; or ii) upon modification, alternation or integration of a third party's software into the Licensed Program.

SUPPORT HOURS

Agiline LLC ("LICENSOR") will provide ("LICENSEE") with telephone and web based support 5 days per week, 8 hours per day, excluding nationally-recognized holidays.

1. **CONTACTS AND CONTACT INFORMATION.**

   For Web-based technical support, LICENSEE may contact LICENSOR at www.agiline.com. For electronic mail support, LICENSEE may contact LICENSOR at: support@Agiline.com. For telephone support, LICENSEE may contact LICENSOR at 1 909-605-2729.

2.   **LICENSEE RESPONSIBILITIES.**

2.1 LICENSOR's provision of support to LICENSEE is subject to LICENSEE's compliance with the following:

LICENSEE shall provide LICENSOR with access to LICENSEE's personnel and the equipment if a problem LICENSEE is experiencing cannot be reasonably duplicated at LICENSOR's support facilities.

LICENSEE shall document and promptly report all errors or malfunctions of the Software to LICENSOR.

LICENSEE shall maintain a current backup copy of all Software and related data.

LICENSEE shall train (or have trained by LICENSOR) its personnel in the use and application of the Software.

LICENSEE shall be responsible to reimburse all reasonable and ordinary costs that are incurred by the LICENSOR for any onsite assistance that is requested in writing by LICENSEE including travel, boarding and lodging, provided such expenses are in compliance with LICENSEE's then current travel and expense policy. All airline travel must be in tourist/economy class to be eligible for reimbursement.

3.   **CLASSIFICATION OF PROGRAM ERRORS**

3.1 Level 1. "Level 1" means that the Software is not functioning. Some examples of Level 1 errors are as follows:

Software is down impacting the LICENSEE production environment;

Software is not able to communicate with external systems so that on-line and other processing are halted; or

Software is generating a data corruption condition that halts on-line and other processing.

3.2 Level 2. "Level 2" means that the Software is running but LICENSEE is unable to use a major feature or functional component of the Software. Some examples of Level 2 errors are as follows:

(a) intermittent errors in the Software; or

(b) a major feature or functional component of the Software is unavailable.

3.3 Level 3. "Level 3" means that the Software is operating close to normal, but there is a non-critical Program Error for which either a temporary fix exists but has not been made available to LICENSOR is in the process of creating such a fix or other work-around.

4. REPAIR TIMES FOR TECHNICAL SUPPORT

Severity of the Error	Maximum Response Time	Escalation	Repair Time - Goals
Level One	1 Hour	2 Hours	4 Hours
Level Two	4 Hour	6 Hours	1.5 days
Level Three	1 day	4 days	3 days

5. **PROCESSES FOR ERROR RESOLUTION**

   5.1 Level 1 Errors.

   a) <u>Error Correction</u>. LICENSOR shall take immediate steps to solve the Program Error. LICENSOR shall work continuously on a twenty-four (24) hour basis until the Program Error is resolved. If necessary to ensure a prompt response, LICENSOR shall reassign staff from lower severity level errors to service Level 1 Program Errors.

   b) <u>Resource Commitment</u>. When a Level 1 Program Error is reported, LICENSOR shall assign all personnel necessary to correct the Program Error promptly.

   c) <u>Completion Goal</u>. The completion goal shall be to resolve one hundred percent (100%) of all Level 1 Errors within four (4) hours of receipt of the reported error. LICENSOR shall use all commercially reasonable efforts to meet this goal.

   5.2 Level 2 Errors.

   a) <u>Error Correction.</u> LICENSOR shall analyze Level 2 Errors in the order they are reported and personnel will be assigned accordingly. All Level 1 Errors will take priority over Level 2 Errors.

   b) <u>Resource Commitment</u>. LICENSOR shall assign appropriate technical resources to Level 2 Program Errors as long as Level 1 Errors are not open.

   c) <u>Completion Goal</u>. The completion goal will be to resolve one hundred percent (100%) of all Level 2 Program Errors within 1.5 days of the reported error. LICENSOR shall use commercially reasonable efforts to meet this goal, and if the error is not resolved within 2 days, LICENSOR will reclassify the Program Error as a Level 1 Error. Additional resources will be allocated until a solution to the Program Error has been reached.

   5.3 Level 3 Errors.

   a) <u>Error Correction</u>. LICENSOR shall analyze Level 3 Errors in the order they are reported. Level 1 and Level 2 Errors will take priority over Level 3 Errors.

   b) <u>Completion Goal</u>. LICENSOR shall correct Level 3 Errors using appropriate Updates.

6. PROVISION OF UPDATES.

So long as LICENSEE is current in its maintenance fees and for the term of this Agreement, LICENSOR shall provide Updates to LICENSEE on the same schedule that LICENSOR makes such Updates generally available.

7. EXCEPTIONS

Maintenance and Support Services will not include services or support requested for LICENSOR clients or non LICENSOR production server.

Maintenance and Support Services will not include services or support requested as a result of, or with respect to, causes which are not attributable to LICENSOR. Services or support related to causes that are not attributable to LICENSOR will be billed to LICENSEE at LICENSOR'S then-current rates. Causes which are not attributed to LICENSOR include, but are not limited to:

i) Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by LICENSOR; excessive heating; fire and smoke damage.

(ii) Operation of the Licensed Program with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use. iii) Improper installation by LICENSEE, or its agents, or Use of the Licensed Program that deviates from any operating procedures established by LICENSOR in the applicable Documentation.

Modification, alteration or addition, or attempted modification, alteration or addition, of the Licensed Program undertaken by persons other than LICENSOR or LICENSOR'S authorized representatives.

iv)   Software programs made by LICENSEE or other parties, or customized programs made by other parties.

8. LIMITED WARRANTY AND LIABILITY

LICENSOR warrants that the Maintenance and Support Services will be provided in conformance with the terms of this Agreement and LICENSOR does not make any other warranties, whether expressed or implied, whether regarding the performance of the Licensed Program or the services provided under this Agreement. LICENSEE agrees that LICENSOR has not warranted recovering any data or other information contained in the Designated System. LICENSOR shall not be liable for any loss of profits, loss of use, business interruption, loss of data, cost of cover or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind in connection with or arising out of the furnishing, performance or Use of the Licensed Program or services performed hereunder, whether alleged as a breach of contract or tort conduct, including negligence even if advised of the possibility of such damages. Subject to the foregoing and notwithstanding anything to the contrary elsewhere contained, in no event shall the maximum aggregate liability of the LICENSOR in connection with this Agreement exceed the maintenance and support fee paid by the LICENSOR in the six (6) months preceding the claim.

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this License if such delay or failure arises by any reasons beyond its reasonable control, including any act of God, any acts of the common enemy, the elements,

earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications or utilities, or any act or failure to act by the other party or such other party's officers, employees, agents or contractors; provided, however, that lack of funds shall not be deemed to be a reason beyond a party's reasonable control.

9.   ASSIGNMENT & AMENDMENT

LICENSEE may assign its obligations under this Agreement to a third-party individual or entity subject to the prior written consent of the LICENSOR.

No amendment to this Agreement shall be valid unless the same is in writing and signed by both parties. Both parties agree that they are not bound to any oral representations and warranties made concerning the services under this Agreement.

10.   FEES

The yearly maintenance is set at 19% of the licensing fees ($135,000) and paid annually within 60 days of the date of the invoice.

11.   PRICE INCREASES

Licensor may increase the Maintenance fees but by not more than the percent change in the U.S. Department of Labor Consumer Price Index (for All Urban Consumers, U.S. City Average, All Items) for the calendar year prior to the renewal date for the applicable Maintenance Period. The Annual Software Maintenance and Support fee will not be increased by more than 5% compounded annually from date of this Agreement.