



DATE: May 15, 2013

TO: Honorable Mayor and City Councilmembers

FROM: City Manager's Office/Information Technologies

SUBJECT: **APPROVAL OF AMENDMENT 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH VALUE STRATEGIES INC. AND APPROVAL OF A THREE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE TECHNOLOGY SERVICES LLC**

SYNOPSIS

Staff recommends that the City Council approve amendment 4 in an amount not to exceed \$40,000 to the professional services agreement with Value Strategies Inc. of Carlsbad for training and support of existing financial applications; approve a three-year professional services agreement with Enterprise Technology Services LLC of Orange in an amount not to exceed \$468,600 for hardware and software support for the existing Oracle, public safety and housing applications; and authorize the City Manager to execute the amendment and agreement.

BACKGROUND

On December 1, 2011, the City entered into an agreement with Value Strategies Inc. in the amount of \$47,850 for Oracle software support and training. On February 1, 2012, the City Council approved Amendment 1 in the amount of \$99,020 for Oracle/JDE Tools Release and Disaster Recovery Update, which was completed in June 2012. On October 3, 2012, the City Council approved Amendment 2 in the amount of \$420,000 for the replacement of the existing Oracle EnterpriseOne 8.12 platform with the latest version available (version 9.1). The Oracle upgrade is currently in progress with anticipated completion in June 2013. On November 28, 2012, the City Council approved Amendment 3 for \$80,000 for Oracle/JD Edwards software configuration, and a Professional Services Agreement with Enterprise Technology Services LLC for \$40,000 for the paystub inquiry print function and Oracle developer support. The online paystub inquiry is scheduled to be available to all employees in July 2013. The online time entry module will be available to the Police Department the first full pay period in July 2013.

Mario Alvarado, who was the project manager for the 8.12 update in 2008, heads Enterprise Technology Services LLC. Enterprise Technology Services LLC developed the PERS reporting program, the financial interface with Union Bank, and the interface with the cashier system.

ANALYSIS

Consulting support services will be provided to Finance department staff by Value Strategies Inc. on an as needed basis. The existing agreement with Value Strategies Inc. will expire on June 30, 2013.

Enterprise Technology Services LLC will provide Oracle and public safety software programming and support, including hardware support related to the City's network configurations, required software updates, and system communications. As public safety and/or Oracle software application updates are implemented and/or new hardware is installed, multiple interfaces to other applications and communications devices require updates to ensure the City's public safety and financial systems remain functional.

Currently, one full-time Information Technologies Division employee performs public safety hardware/software programming and support for all public safety applications. Effective May 24, 2013, the Information Technologies public safety position will be vacant. Enterprise Technology Services LLC has the required credentials, experience and knowledge to assume the responsibilities of the vacant position. Saving from the vacant position will be used to offset the professional service agreement cost. The approval of the three-year contract will enable the City to lock-in the rate for an overall cost savings for the City.

Additionally, the Housing Department requested the development of a new software application to share data with the existing housing assistance program and the City's Finance system. The new application will enable landlords and tenants to access the application on-line to view rental payments and other related housing information. The new application will significantly reduce the number of phone calls, saving Housing Department staff time. Enterprise Technology Services LLC will implement the new application, provide training to Housing Department staff to enable staff to assist landlords and tenants become familiar with the on-line application, and provide necessary adjustments to the new application. The cost of the services for this application is included in the three-year agreement with Enterprise Technology Services LLC.

FISCAL IMPACT

The total cost of Value Strategies' Scope of Work for all training, software support and service is not to exceed \$40,000. The Scope of Work provided by Value Strategies Inc. will be funded using budgeted FY 2013-14 funds in account number 155160841.5305 (Financial Software Professional Services), and 155010841.5320 (Information Systems Repair/Maintenance) through a new purchase order.

Enterprise Technology Services' Scope of Work for public safety software programming and support, required Oracle software programming and support and the housing on-line software implementation and training is not to exceed \$468,600 over a three-year period. An annual purchase order will be generated using budgeted FY 2013-14 funds in account number 155164841.5305 (Public Safety Professional Services) and 155162841.5325 (Network Infrastructure).

COMMISSION OR COMMITTEE REPORT

Not applicable.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

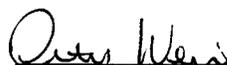
RECOMMENDATION

Staff recommends that the City Council approve amendment 4 in an amount not to exceed \$40,000 to the professional services agreement with Value Strategies Inc. of Carlsbad for training and support of existing financial applications; approve a three-year professional services agreement with Enterprise Technology Services LLC of Orange in an amount not to exceed \$468,600 for hardware and software support for the existing Oracle, public safety and housing applications; and authorize the City Manager to execute the amendment and agreement.

PREPARED BY:

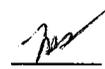

Yukari Krause-Brown
Acting Division Manager

SUBMITTED BY:


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs-Lawrence, Deputy City Manager
Teri Ferro, Financial Services Director




Attachments:

Amendment 4 with Exhibit A
Professional Services Agreement

Oracle – JD Edwards Software Services

CITY OF OCEANSIDE AMENDMENT 4 TO PROFESSIONAL SERVICES AGREEMENT

PROJECT: Oracle – JD Edwards Software Improvements and Support

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter “Amendment”), dated May 15, 2013 for identification purposes, is made and entered into by and between the City of Oceanside, a municipal corporation, hereinafter designated as “CITY”, and Value Strategies Inc. of Carlsbad, California, hereinafter designated as “CONSULTANT”.

RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated December 1, 2011, hereinafter referred to as the “Agreement”, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. **SCOPE OF WORK – JD Edwards Software Services**

Functional Software Configuration and Feature Set-Up Services:

- All software evaluation, configuration, support and implementation is provided at the direction of Information Technologies Division management.
- Provide Assessment Evaluations of existing JD Edwards software set-ups for inactive features and dormant functionality available for use from the native software.
- Provide configuration of JD Edwards native features to support existing or planned business processes.
- Advise on best practices for processes that take advantage of JD Edwards software.

2. Software Technical Services: Provide installation of needed JD Edwards software. Provide platform migrations, software updates, archiving of data, system security services, and other technical work. Provide system support vacation coverage for Information Technologies Division employees. These services are provided on an “as scheduled” or “as needed” basis by CONSULTANT per individual Project Plans.

3. Programming: Provide modification of existing software. Provide development of software interfaces and integration. Provide restoration of

Oracle – JD Edwards Software Services

modified programs during an upgrade. Provide programming support vacation coverage for Information Technologies Division employees. Schedule “as needed” support for these services, or “as available” per individual Project Plans.

4. Application Development Services: Provide design, application specification development and delivery of custom business applications including web enabled applications and web services.

5. Compensation: CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$40,000. Information Technologies will be responsible for payment of the approved project deliverables outlined in the attached **Exhibit A**. The term of this agreement shall be in force from July 1, 2013 through June 30, 2014.

Based on the CONSULTANT'S required level of expertise for the work that is performed. A rate table outlining the CONSULTANT'S level of expertise, a description of the associated work and the related hourly rate range follows:

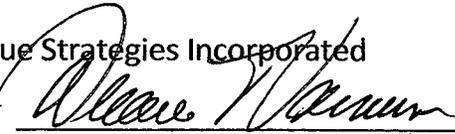
Category	Work Description	Rate Range/ Hour
Software Technical Consultants	Installation and set-up of actual software objects. Data refreshes. “CNC” work.	\$145 - \$160
Software Programmers	Programming of software modifications / customizations and reports	\$145 - \$180
Software Functional Consultants	Configure software set-ups to match business processes	\$150 - \$190

6. Except as specifically modified by this Amendment 4, all other terms and conditions of the Agreement remain in full force and effect.

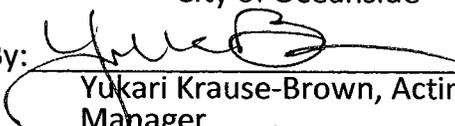
SIGNATURES. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

Oracle – JD Edwards Software Services

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

Value Strategies Incorporated
By: 
Duane T. Varnum - President

46-0641000
Employer ID No.

City of Oceanside
By: 
Yukari Krause-Brown, Acting Div. Manager

By: _____
Peter A. Weiss, City Manager

APPROVED AS TO FORM:

John Mullen, City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN DIEGO

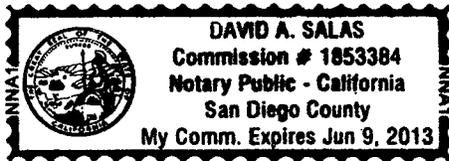
On MAY 1ST, 2013 before me, DAVID A. SALAS, A NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared DUANE T. VARNUM
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

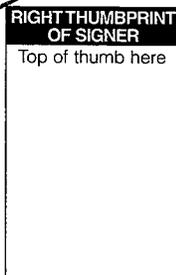
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

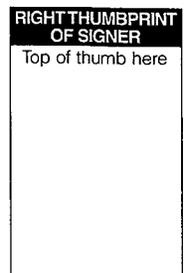
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



**Oracle – JD Edwards Software Services
Scope of Work (SOW)
EXHIBIT A**

Rationale:

CITY has spent considerable time and effort to correct, optimize and upgrade its JD Edwards ERP system. In the process, the CITY's system has become a model for others using JD Edwards Software. The CITY recognizes the need for ongoing improvements to the system to better support CITY business processes.

Purpose:

This SOW creates a support program designed to provide a baseline level of improvement for CITY's JD Edwards EnterpriseOne ERP System. Generally, support can be broken down into three areas:

1. CNC: Technical software support for software objects and their proper installation.

Includes response and correction of software related problems:

2. Functional Application Support: Ensure software set-ups and configurations are working as designed and accurately match CITY business processes and requirements.

Response and correction of JD Edwards application problems.

3. Programming: Services to 1) Interface JD Edwards to other software packages and services, as required. 2) Enable software configuration set-ups constructed by Functional Consultants.

Other Services:

- JD Edwards/ERP Strategic Planning for Upgrades, Integration and ancillary products.

Team Members for this SOW include but are not limited to:

1. CNC: Jon Auger
2. Functional Team: Adam Fleck, Kevin Yeaman, Mario Alvarado
3. Programmers: Arnel Alon

Services will be mutually scheduled and agreed upon based on availability of consultants.

When will services be provided?

1. Planned Support as Scheduled
 - a. End of year Oracle updates, ESUs, SARS, and Software Tools Releases, etc.
 - b. Can be pre-scheduled as agreed.
2. On Call Support:
 - a. Additional non-emergency support to be scheduled as needed.
 - b. See procedures under "How to obtain support" below.
3. Emergency Support:
 - a. Crisis response needed urgently.
 - b. See procedures under "How to obtain support" below.

**Oracle – JD Edwards Software Services
Scope of Work (SOW)
EXHIBIT A**

How to obtain support service:

A. Scheduled:

Certain activities such as year-end updates will be pre-scheduled with time allotted for their completion.

Schedule to be set-up during periodic planning meetings.

B. On Request, as needed, during Normal Business Hours:

1. Requests for service are directed to Duane Varnum for triage to correct team member.
2. Requests may only originate from specific members of I.T. Management and staff, including: Yukari Brown and Gina Walsh.
3. Duane Varnum will notify the best and most available team member to handle the request and will obtain estimates of time and availability from them.
4. Estimates will be relayed back to CITY for approval via email. Email approval from CITY is sufficient.
5. CONSULTANT will be scheduled and will start the work on the agreed upon day.

C. Emergency (Outside of NBH):

1. Call, email and text Duane Varnum. Leave message with call back number.
 - Duane Varnum will acknowledge via call back to CITY as soon as he picks up message.
 - Duane Varnum will immediately use 'best efforts' to acquire best team member for quickest response possible.
 - Duane Varnum will notify CITY of results of efforts within one hour.
2. If immediate action needed and Duane Varnum is not able to respond within one hour, place call to Jon Auger directly. Leave message.
 - a. Jon Auger, if immediately available, will determine best consultant to handle the issue and attempt to notify CONSULTANT for direct response back to CITY.
 - b. If Jon is not immediately available, he will respond back to CITY when he picks up the message.

Meetings:

CONSULTANT (Duane Varnum) will meet with CITY for periodic planning and procedure adjustment meetings.

During the first two months of this agreement, meetings will be bi-weekly.

Thereafter, meetings will be once per month.

Where will Support Services be Provided?

1. It is anticipated that most services will be provided onsite at CITY I.T. offices.
2. Wherever possible, services from remotely based consultants will be provided via remote access to the CITY system.
3. Facilities:

**Oracle – JD Edwards Software Services
Scope of Work (SOW)**

EXHIBIT A

- a. Work spaces
- b. Meeting rooms

CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: Oracle and Public Safety Applications Support and Services

THIS AGREEMENT, dated May 27, 2013 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, with offices located at 300 North Coast Highway, Oceanside, CA 92054 hereinafter designated as "CITY", and ENTERPRISE TECHNOLOGY SERVICES, LLC d.b.a. ENTERPRISE TECHNOLOGIES, organized and existing as a Limited Liability Corporation under the laws of the State of Delaware, qualified to do business in the State of California, and having a principal place of business at 333 City Boulevard West, Suite 1700, Orange, CA 92868 hereinafter designated as "CONSULTANT."

CONSULTANT is a Limited Liability Company consisting of a consortium of contractually bound consultants who provide Public Safety technical support and functional, technical, programming and integration services, support and products to clients using Oracle ERP applications.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF WORK – Hardware & Software Support and Services for Public Safety Applications

The CITY has an existing hardware and software application to support public safety for the CITY. CONSULTANT will provide operational support of public safety hardware and software.

1.1 Public Safety Software Programming and Support:

- Provide software support for Public Safety hardware and software products including support for related networking and communication.
- Software support services are provided as directed by the CITY and mutually agreed to by the CONSULTANT.

1.2 Public Safety Software Application/Program Support Cost:

- All software application/program support cost will be billed at the following hourly rates for each role as listed below. All other roles not listed below will be preapproved by the CITY.

Role	Rate per hour
Public Safety IT Support	\$ 54

- The total cost of software and or program support not to exceed:
 - Remainder Fiscal Year 2013 \$ 10,800
 - Support Beginning May 27, 2013
 - Fiscal Year 2013/2014: \$ 102,600
- This Support Contract is for 3 fiscal years ending June 30, 2016.
- The support costs are not to exceed \$102,600 per fiscal year.
- Maximum hours invoiced per fiscal year not to exceed 1,900 hours.

1.3 Oracle JD Edwards Software Application Programming and Support:

- Provide software support for licensed Oracle products including support for integrations and interfaces with Oracle JD Edwards EnterpriseOne.
- Provide support for annual 1099 process and W2 forms design, development and testing.
- Provide restoration of modified applications/programs during an update or enhancements as directed by the CITY.
- Software support and update services are provided on an “as scheduled” or “as needed” basis by CONSULTANT per individual project plans.

1.4 Oracle JD Edwards Software Application Programming and Support Cost:

- All software application/program support cost will be billed at the following hourly rates for each role as listed below. All other roles not listed below will be preapproved by the CITY.

Role	Rate per hour
Senior Financial Consultant	\$ 160
Distribution Consultant	\$ 160
Project Manager	\$ 175
CNC Consultant	\$ 160
Development: JD Edwards / CreateForm / BI Publisher	\$ 130
Mileage Reimbursement	\$0.51/mile

- The total cost of software and or program support not to exceed \$50,000.
- All work will be pre-approved by CITY per individual project.

1.5 Services Provided by CONSULTANT:

- Provide consultant(s) who are experienced and knowledgeable about the subject matter to perform the approved services.
- All necessary licenses have been obtained by the CONSULTANT to perform the approved services.
- Warrants the services and materials do not infringe on any patients.
- CONSULTANT will make every effort to minimize the impact of the project on CITY employees.

1.6 Services Provided by CITY:

- Provide workspace suitable for engaged consultants, including Internet access, and a high definition projector for the duration of the contract.
- Provide conference room facilities suitable to the task at hand as needed.
- Provide land line telephone access, with local and long distance calling access.
- Provide CITY computer hardware for the consultant(s) use to execute the project deliverables.
- Provide reasonable access to key CITY staff to obtain necessary information to accurately configure the required business processes in JD Edwards.

2. INDEPENDENT CONTRACTOR. CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with these projects, and all shall be subject to the approval of the CITY.

3. WORKERS' COMPENSATION. Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. LIABILITY INSURANCE. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage

insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance

(Bodily injury and property damage)

Combined Single Limit per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance

(Bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.2 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

4.3 All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

4.4 All insurance companies affording coverage to the CONSULTANT pursuant to this

agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

- 4.5 CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.6 CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.7 CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.8 Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional insurance as it deems necessary.
5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY,

its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

6.1 CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION AND PAYMENT TERMS.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$10,800 for Fiscal Year ending 2013, \$152,600 for Fiscal Year ending 2014, 2015, and 2016. Information Technologies will be responsible for payment on compensation of the approved project deliverables. The term of this agreement shall be in force from May 27th, 2013 through June 30, 2016.

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that result in incidental expenses to CITY.

7.2 Payment shall be made by the CITY to CONSULTANT fifteen (15) days from the delivery of CITY approved invoices.

7.3 CONSULTANT retains the option to suspend or terminate services under this agreement for failure of CITY to pay invoices for services or expenses within 60 calendar days from the date the invoice was issued or submitted to the CITY.

7.4 All expenses related to support must be approved by the CITY, and will be reimbursed to the CONSULTANT.

8. **RISK OF DATA LOSS.** CITY agrees to take all necessary steps to provide for data security and backups prior to any service performed on computer hardware, software or other equipment by CONSULTANT. CONSULTANT also agrees to take all necessary steps to provide for data security and backups prior to and during the services performed by CONSULTANT on computer hardware, software or other equipment owned by the CITY.

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9. **NON-SOLICITATION.** CITY agrees that for the term of this agreement that CITY will not solicit or recruit or help any other party to solicitor recruit any consultant working under this agreement to work for any other organization. Like-wise CONSULTANT agrees not to solicit or recruit any of CITY'S employees for the same term.
 10. **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY.
 11. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
 12. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

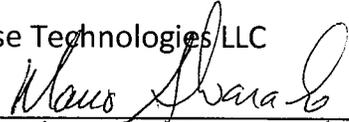
13. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.
14. **TERMINATION OF AGREEMENT.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.
15. **SIGNATURES.** The individuals executing this Agreement represent and warrant that

they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

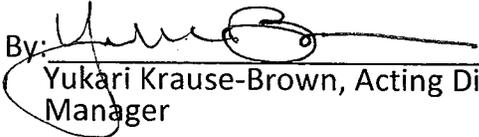
Enterprise Technologies LLC

By:


Mario Alvarado – President/Treasurer

City of Oceanside

By:


Yukari Krause-Brown, Acting Division Manager

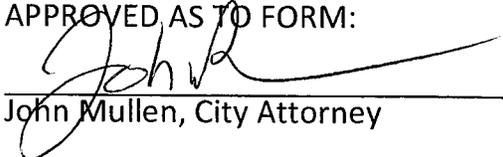
By:

Peter A. Weiss, City Manager

33-0803336

Employer ID No.

APPROVED AS TO FORM:


John Mullen, City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

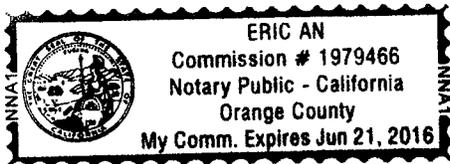
On April 30, 2013 before me, ERIC AN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MARIO ALVARADO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature [Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: PROFESSIONAL SERVICES AGREEMENT

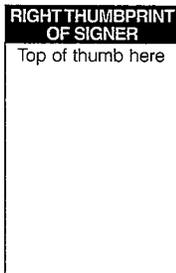
Document Date: MAY 27, 2013 (SIGNED 4/30/13) Number of Pages: EIGHT

Signer(s) Other Than Named Above: YUKARI KRAUSE-BROWN, PETER A. WEISS, JOHN MULLEN

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

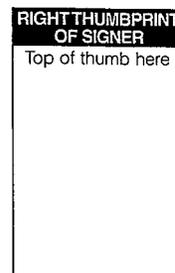
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____