



Office of the City Manager

CONSENT CALENDAR

October 10, 2023

To: Honorable Mayor and Members of the City Council

From: Dee Williams-Ridley, City Manager

Submitted by: Jordan Klein, Director, Planning and Development

Subject: Contract: EdgeSoft for Data Automation Services and Support for Toxics Management Division

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a contract and any amendments which align with the City of Fremont's existing contract and any amendments with EdgeSoft Inc., to provide data automation services and support for the Toxics Management Division from December 1, 2023 until November 31, 2028 in an amount not to exceed \$128,375.

FISCAL IMPACTS OF RECOMMENDATION

This contract will start in FY2024. Costs for the first year will be \$49,499, and will cover the initial software implementation, training, and data migration project. \$31,073 was added to the FY2024 CUPA Fund budget for this project, and the \$18,376 balance will be appropriated in AAO2. Costs for the annual subscription fee in the subsequent four years will total \$78,876. Funding for these subscription fees is included in the Department's baseline budget, as the current annual subscription fees for EnvisionConnect, the aging, unsupported software currently used by the Toxics Management Division, will instead be used for the EdgeSoft annual subscription.

CURRENT SITUATION AND ITS EFFECTS

Berkeley's Toxics Management Division (TMD) implements various state and local programs that require regular tracking and reporting to the California Environmental Protection Agency, State and Regional Water Boards, and the Berkeley Fire Department. TMD also generates and tracks invoices, citations, and other documentation for these programs. TMD currently relies upon several unrelated pieces of software and a host of ad hoc databases and spreadsheets to manage its day-to-day activities. As these dissociated solutions have aged, TMD has increasingly experienced difficulty presenting a comprehensive view of all the information, and the disparate data stores are becoming more difficult to synchronize and maintain. A more comprehensive system to manage business processes is needed to be able to work more efficiently, and to responsibly manage the potential risks being tracked. The proposed contract would integrate TMD's disparate data stores into one consolidated database.

The EdgeSoft, Inc. software, as provided under the City of Fremont's contract, offers a range of features that are directly relevant to the Toxic Management Division's CUPA requirements. By piggybacking on the Fremont contract, the City will avoid the time-consuming process of conducting a new procurement cycle. Additionally, the economies of scale achieved through the joint procurement approach will result in reduced costs, as the initial terms negotiated by the City of Fremont can be extended to the City of Berkeley. This approach is compliant with the City's adopted policies and regulations for purchasing.

### BACKGROUND

In 2015, Accela, Inc. announced that Envision Connect, the software tool currently used by TMD, would no longer be updated and would remain an unsupported "legacy" software product. Subsequently, TMD staff began exploring possible replacements for this essential software tool.

The City of Fremont originally contracted with EdgeSoft in 2014. Fremont's thorough evaluation and selection process at that time and in the succeeding years has demonstrated the quality and reliability of the EdgeSoft solution. Both the City of Fremont and the City of Berkeley's Information Technology team have conducted due diligence on the software's performance, security and support.

Berkeley staff evaluated several software companies that provide data management and can integrate with the California Environmental Reporting System. Product demonstrations were provided by Environmental Health by Accela, Digital Health by Tyler, Healthspace and EdgeSoft. After receiving input from staff and consulting with neighboring Certified Unified Program Agencies (CUPAs) that have experience with these software providers, staff concluded that EdgeSoft aligns most closely with TMD's specific requirements and objectives.

### ENVIRONMENTAL SUSTAINABILITY AND CLIMATE IMPACTS

There are no identifiable environmental effects, climate impacts, or sustainability opportunities associated with the subject of this report.

### RATIONALE FOR RECOMMENDATION

TMD is responsible for the inspection and enforcement of a variety of codes, and while TMD staff take an "educate first" approach in most situations, in some cases the issuance of citations is required to gain compliance. The product currently used for these functions, Envision Connect, is unsupported and can result in delays in issuing citations and gaining compliance, ultimately impacting the safety and well-being of the community. The transition to the supported digital system offered by EdgeSoft, under the auspices of its existing contract with the City of Fremont, will improve the effectiveness of the inspection and enforcement process. By reducing the administrative burden of working with outdated and unsupported software, staff can focus on education and outreach, promoting compliance through understanding.

ALTERNATIVE ACTIONS CONSIDERED

The Toxics Management Division could continue to use the unsupported Envision Connect software.

CONTACT PERSON

Lam Inthavong, Hazardous Materials Manager, Department of Planning and Development, 510-981-7466

Attachments:

- 1: Resolution
- 2: City of Fremont Contract with EdgeSoft

RESOLUTION NO. ##,###-N.S.

PIGGYBACK CONTRACT: EDGESOFT, INC. FOR CUPA WEB-BASED DATA  
MANAGEMENT AND REPORTING SYSTEM

WHEREAS, the Planning Department's Toxics Management Division currently relies on an unsupported software product for its mandatory reporting and other requirements, resulting in delays in issuing citations and gaining compliance, ultimately impacting the safety and well-being of the community; and

WHEREAS, the inspection staff using the current unsupported software product in the field report a range of issues such as disruption of inspectors' workflow, loss of data, connectivity issues, and diminished overall efficiency; and

WHEREAS, while citations are a last-resort of an enforcement process, they are sometimes necessary as a tool to gain compliance with applicable codes and help ensure the safety of residents; and

WHEREAS, the City of Fremont, a city in Northern California of a similar size to Berkeley, conducted a competitive Request for Proposal (RFP) process that solicited bids for a vendor to provide "CUPA Web-Based Management and Reporting System," and selected EdgeSoft, Inc. as the most responsive vendor, and entered a base contract with EdgeSoft, Inc. which is still in use today; and

WHEREAS, the Planning Department is requesting to piggyback on the City of Fremont Contract for the same services.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that that the City Manager is authorized to execute a contract and any amendments which align with the City of Fremont's existing contract and any amendments with EdgeSoft Inc., to provide data automation services and support for the Toxics Management from December 1, 2023 until November 31, 2028 in an amount not to exceed \$128,375.

14-0038

**TECHNOLOGY SERVICE AGREEMENT  
CUPA Web-Based Data Management and Reporting System**

This Technology Service Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF FREMONT, a municipal corporation (hereinafter "City" or "Department"), and Edgesoft, Inc., a California corporation, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

**RECITALS**

- A. City requested a proposal from Consultant to perform the services generally including: migrating facility and program specific administrative, inspection, enforcement, and financial information from City's existing Certified Unified Program Agency (CUPA) data management system (DMS) to a comprehensive web-based data management and reporting system that will comply with CalEPA's California Electronic Reporting System (CERS) requirements.
- B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services and provide the software more particularly described on Exhibit "A," in return for the compensation described in this Agreement and Exhibit "B."
- C. In addition to this Technology Service Agreement, the Parties plan to enter into a Software License Agreement (SLA) and Software Maintenance and Technical Support Agreement (SMA) for the software related to this Technology Service Agreement.
- D. Definitions

**"Documentation"** means technical manuals, training manuals, user guides, and workbooks, as updated and amended from time to time, provided by Consultant to assist the Customer with the use of Software.

**"Initial Constructive Use"** Initial constructive use means the earliest point in time where all Software delivered under the terms of this agreement is installed on City's systems and is sufficiently free of errors for the City to use it to conduct the ordinary business for which it is intended.

**"Software"** means all or any portion of the global version of the binary computer software programs and updates and enhancements thereto, (including corresponding source code, unless specifically excluded herein) and Documentation delivered by Consultant to City. Software includes modifications made to the Software. Unless specifically stated otherwise, all Software is delivered to City only if and when generally commercially available.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:**

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

1. **SCOPE OF SERVICES.** Consultant shall perform the services and provide the software described in Exhibit "A," attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement. The City's Request for Proposals (#13-026) ("RFP") is incorporated by reference and is on file with the City's Authorized Representative as defined below.

2. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall commence performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant shall submit all requests for extensions of time to the City in writing no later than ten (10) business days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3. **PAYMENT.**

3(A). **Billing.** In order to request payment, Consultant shall submit invoices to the City identifying the services performed in the billing period, milestones achieved, and the charges therefor (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B," attached hereto and incorporated herein by reference). The City shall make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

3(B). **"Not to Exceed" Compensation.** The compensation payable to Consultant for the services and software identified in Exhibit "A" shall not exceed \$58,800. Consultant shall not perform any services or provide additional software modules beyond the services and software modules identified in Exhibit "A" without prior written authorization from the City's Authorized Representative.

If the City's Authorized Representative provides authorization for additional services or software modules, the total compensation to the Consultant under this Agreement shall not exceed \$98,050.

3(C). **Consultant's Failure to Perform.** In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant shall, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant shall reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

4. **AUTHORIZED REPRESENTATIVES.**

4(A). **Consultant's Authorized Representative.** Consultant understands that, in

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any) identified in Exhibit "C", attached hereto and incorporated herein by reference. Therefore, Consultant shall not replace its Authorized Representative, or any of the personnel or subconsultants identified in Exhibit "C", without the prior written consent of the City. All services under this Agreement shall be performed by, or under the direct supervision of, Consultant's Authorized Representative, as identified in Exhibit "C."

**4(B). City's Authorized Representative.** For the performance of services under this Agreement, the Consultant shall take direction from the City's Authorized Representatives: Jay Swardenski and Charlie Caulfield, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

**5. INFORMATION AND DOCUMENTATION.**

**5(A). Information from City.** City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant shall promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

**5(B). Consultant's Accounting Records.** Consultant shall maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records shall include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultant invoices and payments, and reimbursable expenses. Consultant's accounting records shall be made available to City within a reasonable time after City's request, during normal business hours.

**6. RELATIONSHIP BETWEEN THE PARTIES.** Consultant is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant shall not be entitled to any benefit, right, or compensation other than that provided in this Agreement.

**7. CONFLICTS OF INTEREST PROHIBITED.** Consultant (including its employees, agents, and subconsultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement.

**8. NONDISCRIMINATION.** Consultant shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Consultant shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status,

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

sexual orientation, or sex.

- 9. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
- 10. BUSINESS LICENSE.** The Consultant shall apply for and pay the business tax and registration tax for a business license, in accordance with Fremont Municipal Code Title 5, Chapter 5.05.
- 11. INSURANCE.** Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 11(A). Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:
- 11(A)(1). Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
  - 11(A)(2). Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
  - 11(A)(3). Workers' Compensation** coverage as required by the State of California.
- 11(B). Endorsements.** The insurance policies shall be endorsed as follows:
- 11(B)(1).** For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.
  - 11(B)(2).** Consultant's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be excess of the



CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

Consultant's insurance and shall not contribute with it.

**11(B)(3).** Consultant's insurance will not be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City. During the term of this Agreement, Consultant will not materially alter any of the policies or reduce any of the levels of coverage afforded by its insurance policies.

**11(C). Qualifications of Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

**12. Confidential Information**

**12(A)** The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation on confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights title or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

Consultant acknowledges that City is a governmental agency and may be required to release certain information under requests made according to

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

provisions of the Public Records Act.

**12(B)** Recipient shall protect the deliverables resulting from Services with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Recipient utilizes for Recipient's Confidential Information.

**12(C)** The terms of this Section 12 shall survive termination of this Agreement.

**13. REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant shall immediately notify the City Risk Manager's office by telephone at 510-284-4050, and Consultant shall promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

**14. INDEMNIFICATION.**

**14(A)** Consultant shall indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

**14(B) Copyright and Patent Indemnification.** Claims which trigger Consultant's responsibility under Section 14 shall include any claims that the software resulting from the provision of Services pursuant to the attached Exhibit "A", Scope of Services, infringe any patent, copyright, or accidental or intentional violation of a trade secret or other intellectual property of a third party not included in this Agreement. Consultant shall, in its reasonable judgment and at its option and expense: (i) obtain for the City the right to continue using the Software; or (ii) replace or modify the Software so that it becomes non-infringing while giving equivalent performance. Consultant shall not have any liability for a claim alleging that any Software infringes a patent or copyright if the alleged infringement was developed based on information furnished by the City or if the alleged infringement is the result of a modification made by the City.

**15. LIMITED WARRANTY.**

**15(A)** Consultant warrants that it has title to the Software and/or the authority to grant licenses to use the Software.

**15(B)** Consultant warrants that the Software will perform substantially in accordance with the Documentation for a period of one year from the date of initial installation and that the Software media is free from material defects. Consultant does not warrant that the Software is error-free.

**15(C)** Consultant's sole obligation with respect to its limited warranty is limited

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

to repair or replacement of the defective Software, provided Licensee notifies Consultant of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to Consultant's Support Services.

**15(D)** Consultant warrants that to the best of its knowledge, information, and belief, the Software does not contain any known viruses, back-doors or time bombs, (or similar malicious code), or undocumented security codes that could prevent Licensee's perpetual use of the Software.

**15(E)** CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**16. TERM OF THE AGREEMENT.** The term of this Agreement shall commence on the date last signed by the parties, below, and shall continue until completion of all services in accordance with the timing requirements set forth in Exhibit "A" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon fifteen (15) calendar days' written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

**17. DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten (10) business days of the notice. If: (a) the defaulting party fails to cure the default within ten (10) business days of the notice, or, (b) if more than ten (10) business days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

**18. NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

**TO: City**  
Attn: Jay Swardenski  
Fire Marshal  
City of Fremont  
3300 Capitol Avenue

**To: Consultant**  
Attn: Ryen Tarbet  
Executive VP  
Edgesoft, Inc.  
6133 Bristol Parkway

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

Fremont, CA 94538

Culver City, CA 90230

**CC: City**

Attn: Charlie Caulfield  
Systems Analyst/Programmer  
City of Fremont  
3300 Capitol Avenue  
Fremont, CA 94538

19. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
20. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
21. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Alameda.
22. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.
23. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
24. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
25. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
26. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control. The terms and conditions of Exhibits A, B and C shall control over the terms and conditions of the RFP (as defined in Section 1) to the extent any conflict exists.

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

27. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **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. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF,** the City and Consultant do hereby agree to the full performance of the terms set forth herein.

**CITY OF FREMONT**

By: Mark Danaj  
Title: Assistant City Manager  
Date: 2-4-14

**CONSULTANT**

Edgesoft, Inc.,  
a California Corporation  
By: Shan Sundar  
Title: CEO  
Date: 1/23/14

By: Carlos Preciado  
Title: Controller  
Date: 1/23/14

APPROVED AS TO FORM:

By: Bronwen Lacey  
Title: City Attorney  
Deputy

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

**EXHIBIT “A”**  
**Scope of Services**

- A. General Description of Services.** Consultant will provide a customized web-based Certified Unified Program Agency (CUPA) data management system that complies with CalEPA’s CERS businesses and agency reporting requirements. The data management solution will be developed and implemented in accordance with RFP #13-026, California Electronic Reporting System, CUPA DMS and consultant’s written responses to negotiation questions (FDD document “Edgesoft Discussion Points 070113.pdf”) as Background Documents.
- B. Software License.** Consultant will provide an unlimited concurrent users license for the most current version of Edgesoft Software’s miFIRE (miFire) CUPA software module. City will have unlimited user access to the MiFire CUPA system from any computer that has Internet access. There are no restrictions on City’s access to the CUPA portion of the miFire system.
- C. Detailed Services.** Consultant will provide the following services to configure and implement the Edgesoft Software’s miFire CUPA, and select California Fire Code portions of the miFIRE Internet application as modified for the City:

**Phase 1 – Installation & Product Documentation**

Deliverables:

1. Installed and running system with CERS Integration: on premise installation
2. Product Documentation, Edgesoft Software License and Maintenance Agreements
3. Technical Manuals, System Architecture Diagrams, and Administrator-Level Training Manuals
4. Roadmap (after Go Live)

**Task 1 - Kickoff Meeting (Remote, 2 Hours)**

The goals of this meeting are:

1. Clearly identify the Department’s Edgesoft Administrator and Haz-Mat CUPA-CERS subject matter experts (SME). These individuals will be involved in every phase of the implementation and through this experience will be expected to take ownership of the system when Phase 4 is complete.

Prior to the kickoff meeting, the Department will identify the subject matter experts (SME) for how the CUPA-CERS Haz-Mat inspection process works (or should work), as well as the overall Edgesoft Administrator. The SME(s) needs to understand the entire workflow for the CUPA-CERS Haz-Mat process but they do not necessarily need to be the employee(s) who perform the work. The purpose of the SME(s) is to break down the process into a step by step series of events, where at each step key information to be collected and/or processed is identified, and the actions necessary to move to the next step are defined. The SME(s) are responsible for conveying to Consultant this information so Consultant can configure the system. In preparation for the knowledge transfer from SME to Consultant, City will create swim-lane diagrams. The swim-lane

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

diagrams will be provided to Consultant. Consultant shall review the swim-lane diagrams via video conference with SME to confirm mutual understanding of the City's process.

The Edgesoft Administrator is the lead person responsible for administering the application. The Edgesoft Administrator is responsible for taking ownership of the system and may expand its use over time. As such, they will need to understand the workflows supported in the system as well as how to use the various configuration and administration user interfaces, master report building, and more.

2. Clearly identify who within the Department will be responsible for obtaining, cleaning, and formatting data to be migrated into the Edgesoft program and the resources required to complete this work.
3. Openly discuss the project timeline (timeline will include tasks and estimated duration of each task) and agree to the resource requirements needed to meet the timeline. City will create a Gantt chart to track high-level project status. Any changes to the initial project timeline will be made at this time. Periodic updates will be provided to: 1) Project Managers; 2) Executive Committee. Working group shall provide updates to Project Managers and Project Managers shall provide updates to Executive Committee.

Project shall be governed by strict change control. All changes to the system (configuration and/or customization requests must be approved by the Project Managers. SMEs, users, and Edgesoft Administrator are not authorized to submit Change Orders.

4. Obtain all necessary network access for remote connections by Consultant project staff.

Task 2 - Data Review and Preparation (Remote, 2 Meetings, 4 Hours each Meeting or up to 8 Hours Total)

Data migration from existing and/or legacy systems into Edgesoft will be addressed in separate meetings for each data source. The RFP Q&A clearly states the Department desires to migrate data from the following two (2) sources:

1. Current CUPA-DMS: One to three years of data primarily centered on program level (UST, HWG, TP, CFC, etc.) data and corresponding inspection dates. With the possibility of migrating UST and Piping related information in some cases.
2. Financial Data: The most recent financial data (approximately within the past one to three years) for any facility.

The data migration meetings are highly structured. Each meeting will be led by Consultant. The Department's Edgesoft Administrator and appropriate SME(s) will be required (e.g. a SME for financial data, a SME for the current CUPA-DMS). Consultant will provide a data format specification to the Department for all data types to be imported. Consultant's technical staff will go through the data format specifications with the Department's Edgesoft Administrator and appropriate SME(s) to ensure all requirements are understood. The Department will be responsible for delivering flat files (e.g. .csv, .xls) for data import that adhere to the specification to Consultant.

**CITY OF FREMONT – EDGESOFT, INC.**  
**CUPA Web-Based Data Management and Reporting System**

It is important that the Edgesoft Administrator fully understands the nature of the data being migrated, how it gets generated in the course of the Department's and the City's daily business activities, and what role it plays in the Edgesoft application.

Formatting and cleaning data to be migrated into the Edgesoft application is not included in this Scope of Services. Consultant is not responsible for cleaning the data, however, it is expected that Consultant will provide assistance in loading or reloading data. The City is responsible for cleaning data.

Task 3 - Installation (Remote, No Meeting Required)

This task will commence immediately after the kick-off meeting.

Consultant will immediately commence with on-premise application installation on the City's local network. It is critical that this begin as soon as possible in order to quickly identify any network or remote access issues that will affect the installation, operation, and on-going maintenance of the software.

The Edgesoft Administrator will participate in the installation process for all environments (test and production) in order to provide a general basis of knowledge in how the application uses network resources. It is important the Edgesoft Administrator be generally knowledgeable of the IT environment into which the Edgesoft application is installed. This will enable the Edgesoft Administrator to better determine whether technical issues are arising from the Edgesoft application, or are merely presenting themselves through the application but ultimately originate from some other City/Department IT issue. It is extremely important that Department users immediately identify and understand technical issues. Web-based applications have many network dependencies that can cause error messages or failures in the software, but for which the software is not responsible.

Task 4 - Technical Documentation & Roadmap

Technical manuals, system architecture diagrams, and Administrator-level training manuals will be provided by Consultant to assist the City with the use of Software. A high-level roadmap for shared services (hosting of other agencies) will also be created. The Roadmap can be delivered after go-live.

**Phase 2 – Configuration**

Deliverables:

1. Data migration completed
2. CERS integration and other data imports/exports completed
3. End user documentation (e.g. non-Administrator level) received
4. Standard Reports configured

Task 1 - Data Migration (Remote, No Meeting Required)

Consultant uses data migration routines to populate the application database with the flat files provided by the Department. This process contains the following steps:

1. Validate format of import data



**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

2. Import data
3. Validate data in the Edgesoft application

The Department shall include a set of validation records in the data set(s) to be migrated. These records will be accessed from the Edgesoft system after being loaded. Consultant will request signoff from the Edgesoft Administrator that the validation records were correctly loaded, are accessible, and are correctly displayed. This shall constitute that all records have been successfully migrated.

Any errors or inconsistencies in the import data will be propagated into the Edgesoft application. Consultant is not responsible for the cleanliness of the pre/post loaded data. However, Consultant will assist with loading and re-loading of the data upon the City's request.

Consultant will load all violation information not already present in CERS, into the system as part of this phase – if provided. Violation information includes California Fire Codes, Universal Building Codes, California Building Standards Code, NFPA Uniform Fire Codes, and all other codes used by the Department for its CUPA program – to include the inspections performed by CUPA inspectors for operational permits under CFC 105. These codes are loaded into code libraries, which are managed by the Edgesoft Administrator. The Department shall provide codes to Consultant in a digital form for loading. Consultant does not include codes with the application.

Task 2 - Workflow Mapping (Remote, 1 Meeting, 4 Hours)

Consultant will configure up to four workflows and/or business processes in the program. Examples of workflows and/or business processes include:

1. Automatic notifications sent to internal / external recipients, and
2. Automatic scheduling or rescheduling based on the status of an inspection.

Workflow mapping consists of a role playing exercise with the Department's SME(s). The SME(s) will be asked to verbally communicate how they currently execute the inspection process. Focus is placed on key points in the inspection process where the Edgesoft application can automate a secondary task. For example, the SME may describe a series of events that will happen if an inspection (e.g. the inspection is the primary task) finds a particular violation. For example, the violation may require issuance of a notice to comply within thirty (30) days (secondary task). In this case, the workflow to be automated is to configure the Edgesoft application to automatically issue the notice and reschedule the next inspection.

These workflows form the basis of the end user documentation for non-administrator level users.

The Edgesoft Administrator will attend the role playing exercises. It is critical that the Edgesoft Administrator understand the needs of the system's users and how the software supports those needs. This is critical to the long term success of the system, as it allows the Department to clearly identify and understand the difference between software shortcomings versus poor internal understanding of business processes. The Edgesoft Administrator is responsible for ensuring the

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

system's success by continually improving and reinforcing good business processes.

Additional workflow configuration can be performed on an hourly time and materials basis under a separate scope of work, or by addendum to this Exhibit "A", Scope of Services. This Scope of Services contains four (4) workflow configurations only. Past implementation experience shows that it is better to configure additional workflows after the system has been in use for some time, as both the end users and the Edgesoft Administrator will have a much better understanding what is needed to optimize the use of the system.

Task 3 - System Configuration (Remote, Ad Hoc Meetings As Needed)

System configuration consists of the following elements:

1. Connection to Active Directory or other Single Sign-on.
2. Setup and verification of workflows from Task 1 above.
3. Verifying standard reports are functioning correctly.
4. Setup of fees and fee processing for the CUPA program.
5. Set up the scheduling features to manage inspections (routine, ad hoc, etc.).
6. Set up any mass communication templates.

System configuration is done remotely. SME(s) may be required to assist Consultant with items during the configuration process.

The Edgesoft Administrator will attend all system configuration tasks. It is important that the Edgesoft Administrator understand how to verify correct functioning of core system components. This allows the Edgesoft Administrator to identify problems quickly and address the problem to the appropriate entity (e.g. City IT staff, Consultant, or other third party vendor).

It is also important that the Edgesoft Administrator has a firm understanding of the fee system, how fees are created, administered, paid (partial payments, payment types, etc.), how invoices and/or bills are generated, and what data will be exported to the financial system. CUPA has a very clear single fee requirement that is supported in the Edgesoft application and will be administered by the Edgesoft Administrator.

Task 4 - Integration and Import/Export (Remote, 2 Meetings, 2 Hours Each)

This task will connect the Edgesoft Hazardous Materials Inspection program to the following systems:

1. CERS – Consultant will establish a live connection with the California Environmental Reporting System and populate the Edgesoft Hazardous Materials Inspection program with the CERS data for facilities and inventory. Consultant will require sign-off from the Edgesoft Administrator upon successful connection to and electronic data exchange (EDT) with CERS.

The Edgesoft Administrator will participate in the connection to CERS. The goal is to give a general knowledge of the connection process to the Edgesoft Administrator, not just the Edgesoft side of the process but also the CalEPA side of the process.

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

2. Financial System – Consultant will create export file(s) to be sent to the financial system. Export file(s) are configured to be generated on a set periodic basis and stored at a defined network location. The Department will be responsible for providing an export data format specification to Consultant. Consultant will require a meeting to discuss the data format for the export file(s). The Edgesoft Administrator will be required to sign-off on successful data export to the financial system; this may require input from a SME familiar with the financial data. This sign-off is based on correct record count and data format in the export file. Consultant is not responsible for technical issues arising from the financial system's import capabilities.
3. Optional Integration or Import/Export - Is not included in this Scope of Services. Consultant can import data from FireRMS (and other third party systems) such as data from the Occupancy Module or other relevant modules. Consultant can also provide data to FireRMS (and other third party systems).

**Phase 3 – Acceptance**

Deliverables:

1. Trained Administrator level users
2. Tested, validated, and accepted system
3. System Acceptance Report

Task 1 - Admin User Training (Onsite, 2 Days)

The purpose of this task is to train the Edgesoft Administrator and any appropriate SME(s) on all aspects of administering the program. This will include: setting permissions, scheduling inspections, running reports, controlling/creating/editing the contents of drop down lists, attaching documents, and more.

Training will occur on-site over two full days. Attendees will be expected to have no other work duties during this training task.

Task 2 - System/Unit Testing & User Acceptance Testing (Onsite, 4 Days)

The purpose of this task is to verify that the program is configured and ready for user acceptance testing. System/Unit testing is performed as follows:

1. Consultant and Edgesoft Administrator execute high-level test cases to verify that the system is stable and the core components are functional.
2. Consultant will review City's test plan and provide recommendations.
3. Consultant will work with City to prepare cut-over plan.

User Acceptance testing is a formal and highly documented project phase. The objective is to verify the program is properly configured and meets the City's requirements. The test team provides recommendation to "go-live" or not. Test cases will be created by the City.

User Acceptance testing is performed as follows:

1. Verification from CERS that the Edgesoft Hazardous Materials Inspection

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

- program is correctly interfacing with CERS and successfully transferring data.
2. Verification that CERS data is correctly displayed and is accessible in the Edgesoft program.
  3. Successful completion of a trial inspection, including attaching documents, running report(s), and displaying the inspection data in the system.
  4. Successful enforcement of the configured workflows from Phase 2, Task 2.
  5. Successful export of financial data.

The Edgesoft Administrator and Consultant assist with issue resolution during this phase. The appropriate SME(s) and select end-users will participate in all five testing steps. End-users will sign off on each test case as the tests are completed. System acceptance occurs when test results from items 1-5 from Task 2 above have been approved. Any issues found during this phase will be logged and categorized. Any issues that are not resolved during the testing timeframe will be recorded as “carry-over” issues.

Task 3 - System Acceptance Report (Onsite, One-Half Day)

The purpose of this task is for the Department to have a reference document that details potential deficiencies in the City’s environment that may negatively impact the post-acceptance success of the system. The system acceptance report is presented by Consultant’s implementation Project Manager to the Edgesoft Administrator, SME(s), and management/leadership staff. The contents of the report are confined to observations during the project and make no effort to be a comprehensive investigation or needs assessment. Rather, the acceptance report is merely a document of observed potential deficiencies in the City’s organization and/or IT environment that could impact the success of the CUPA system.

The report will contain two sections:

1. Consultant’s findings regarding any observed IT deficiencies that may affect the program after Go Live. Such deficiencies may include (but not be limited to):
  - a. Remote access to allow Consultant’s technical support to trouble-shoot problems,
  - b. Network schema/topology that is not conducive to the Edgesoft CUPA web application, and
  - c. Obsolescent network hardware or software.
2. Consultant’s findings regarding any observed staff resource deficiencies that may affect the program after Go Live. Such deficiencies may include (but not be limited to):
  - a. No clearly defined job duty/description given to the Edgesoft Administrator to ensure clear line of responsibility for the successful use of the system.
  - b. Lack of well-defined and understood business processes within the Department and between the Department and other City departments affected by the use of the program.

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

**Phase 4 – Go Live**

Deliverables:

1. Training plan for inspectors, administrative staff, and management staff
2. On-Site training
3. Product documentation

Task 1 - End User Training (On Site, 2 Days)

It is critical that the Department's Edgesoft Administrator and the SME(s) understand that their roles throughout the implementation process have been designed to give them the training necessary to take complete ownership of the system and to train other staff in the use of the system. Phases 1, 2, and 3 require the Edgesoft Administrator and the SME(s) to correctly define and articulate the inspection workflow process, to understand the data used and created by the system, and to have tested and accepted the system with Consultant's staff. Sign-off has been made at key steps along the way.

The Department's Edgesoft Administrator and the appropriate SME(s) will step through the use of the system with actual end users in a training room setting (typically a conference room with a projector). The methodology is "Train the Trainer". End users will consist of the following groups:

1. Inspection Staff – 8 hours, Day 1
2. Administrative Staff – 4 hours, Day 2
3. Management Staff – 2 hours, Day 2
4. Financial Staff – 2 hours, Day 2

Consultant will provide a training outline to the Edgesoft Administrator in advance of the actual training sessions. Both Consultant's trainer and the Department's Edgesoft Administrator will walk through the entire training outline via remote meeting (in advance of the on-site training) to ensure both parties thoroughly understand the materials to be covered and how the different staff groups will be approached during training. This step will enable appropriate identification of which SME(s) may be required to assist with end user training. SME(s) are instrumental in providing authoritative comment during training so that students are very clear as to legitimacy of system configuration.

The format is structured but informal, where end users are encouraged to ask questions. Consultant's trainer will support the Department's Edgesoft Administrator and the SME(s) as they take the end users through an overview of the application, and then proceed to walk through the entire inspection process. Training should occur in a room/facility where trainees can sit at a computer that has access to the Edgesoft application. Doubling up or sharing a computer is often beneficial. A projector and screen is useful so students can follow along with the instructor(s).

Due to the nature of Consultant's implementation process, Consultant finds that the Edgesoft Administrator becomes a highly capable training resource within the Department. However, Consultant is always available to assist with additional training under a separate scope of work.

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

**D. Project Timeline.** The timeline to complete system implementation is as follows:

<b>Phases</b>	<b>Estimated Start Date</b>	<b>Estimated Completion Date</b>
i – Execute City Contract, TSA, and Edgesoft SLA & SMA	January 6, 2014	January 27, 2014
1 - Installation & Product Documentation	March 1, 2014	March 15, 2014
2 - Configuration	March 16, 2014	April 7, 2014
3- Acceptance	April 8, 2014	April 22, 2014
4- Go Live	April 23, 2014	May 15, 2014

**E. Ongoing Technical Support.** Ongoing technical support shall be governed by the Edgesoft Software Maintenance and Technical Support Agreement (SMA), which is attached to this Exhibit “A” as Addendum 1. Support as described in the SMA shall be free of charge during the ninety (90) day warranty period. The ninety (90) day warranty period shall begin on the acceptance date. The annual maintenance period will begin upon the expiration of the warranty period.

CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System

**EXHIBIT “B”**  
**COMPENSATION**

For all software, professional services, and miscellaneous expenses identified in Exhibit “A”, the City agrees to pay and Consultant agrees to accept as total compensation the following:

**A. Software, Professional Services, and Miscellaneous Expenses.**

Description	Cost	Total Cost
<b>Software</b>		
Software Licensing for miFIRE CUPA Module and Permitting Features for CFC 105 Permits Only.	\$20,000.00	
Sales Tax – 9%	\$1,800.00	
<b>Subtotal – Software Costs</b>		\$21,800.00
<b>Professional Services</b>		
Configuration and Implementation	\$10,000.00	
Training (inclusive of travel expenses)	\$7,500.00	
CAL EPA CERS Integration	\$7,500.00	
<b>Subtotal – Professional Services</b>		\$25,000.00
<b>Total One-Time Costs</b>		<b>\$46,800.00</b>
<b>On-Going Costs</b>		
Software Maintenance (24 months) Addendum 1	\$12,000.00	
<b>Total On-Going Costs</b>		<b>\$12,000.00</b>
<b>TOTAL PROJECT COSTS</b>		<b>\$58,800.00</b>

**B. Payment Schedule.**

1. One-Time Project and First Year Maintenance Costs

City agrees to pay Consultant for the software licensing, professional services, and first year annual maintenance costs upon completion of the following milestones:

Milestone	Payment
Contract Execution:	\$21,800.00
- City Contract & TSA	
- SLA, SMA	
Phase 1: Installation & CERS Integration	\$10,000.00
Phase 2: Configuration	\$6,250.00
Phase 3: Acceptance	\$6,250.00
Phase 4: Go Live	\$2,500.00
1 <sup>st</sup> Year Maintenance (upon expiration of 90-day warranty period)	\$6,000.00
<b>Total Payment</b>	<b>\$52,800.00</b>

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

2. Annual Support Fees

City will pay for the second year of maintenance support costs in the amount of \$6,000 in accordance with the terms and conditions of the SMA, Addendum 1.

3. Payment

City will pay Consultant for any software, professional services, or miscellaneous expenses within thirty (30) days of invoice date.

**C. Additional Software Modules or Services**

1. Additional Software Modules

Consultant provides software modules beyond the miFIRE CUPA module. Consultant will evaluate any requests for additional programs and modules on a case-by-case basis, which may result in additional fees. Consultant will submit a written quotation to City for approval and an amendment to this Agreement, if necessary, will be created.

2. Additional Services

The configuration and implementation costs for additional modules will be billed at Consultant's standard rates for services, which are listed as follows:

<b>Description of Module</b>	<b>Module Cost</b>
Company Inspection Module	\$15,000.00
Vegetation Management Module	\$10,000.00

Additional hardware or infrastructure changes may also result in additional fees. Consulting service fees for additional module implementation, customizations to any portion of the Edgesoft system, or for other professional services are \$70 per hour to \$200 per hour based on the type of service provided. Costs for additional services needed to complete the implementation of the web-based Certified Unified Program Agency (CUPA) data management system will be quoted in advance and must be approved by the City's Authorized Representative before any work is completed.

3. The costs for additional modules or services shall not exceed \$25,000 during the term of this Agreement or twelve (12) months beginning on January 1, 2014, whichever occurs first.



CITY OF FREMONT – EDGESOFT, INC.  
 CUPA Web-Based Data Management and Reporting System

**D. Not-To-Exceed Total Compensation**

<b>Description</b>	<b>Total Cost</b>
Software Licensing	\$21,800.00
Professional Services	\$25,000.00
Software Maintenance (24 months)	\$12,000.00
Pre-Approved Additional Software Modules or Services	\$25,000.00
<b>Subtotal</b>	<b>\$83,800.00</b>
Contingency (17%)	\$14,250.00
<b>TOTAL COMPENSATION NOT-TO-EXCEED</b>	<b>\$98,050.00</b>

**CITY OF FREMONT – EDGESOFT, INC.  
CUPA Web-Based Data Management and Reporting System**

**EXHIBIT “C”**  
**QUALIFICATIONS**

**A. COMPANY PROFILE**

Edgesoft, Inc. was founded in 1997 and is headquartered in Culver City, CA. The company is focused on building web-based software to meet the needs of city and county government business processes surrounding land management, building permitting, code enforcement, business licensing and tax, fire department permitting and inspections, and public works permitting and inspections. The company has been recognized for its exceptional software tools through our client the City of Beverly Hills, which was awarded the Helen Putnam Award for Excellence by the California League of Cities for its online permitting business portal.

Edgesoft is a full-service software company that develops, sells, implements, and supports its products. Because the company has full ownership over all aspects of the customer's use of the software, we are able to provide exceptional service during the lifecycle of our system.

Edgesoft has clients in across the US. Our software supports over 2,500 system users completing many thousands of transactions each day. Notable customers in the state of California include the City of Beverly Hills, the City of Glendale, and the City of Burbank.

Edgesoft's products and services for fire departments include software for permitting and fee issuance/collection, company fire prevention inspections, weed abatement inspections, and CUPA inspections, permitting and single fee billing. Our CUPA system is CalEPA authorized and is integrated with CERS.

Edgesoft provides its customers with simple customer support. Our annual software maintenance and support fee entitles our customers to each new release of the software at no addition charge. Many software vendors charge an annual fee for software maintenance and technical support but that fee does not include an entitlement to new software releases at no additional charge.

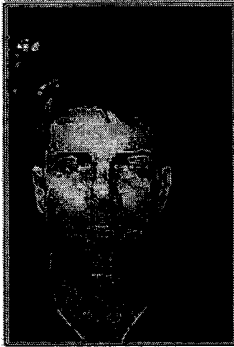
**B. QUALIFICATIONS/EXPERIENCE**

Consultant's team members are as follows:

1. Ryen Tarbet, Executive VP-Project
2. Anand Belaguly, CTO-Implementation and Technical Lead
3. Gaurav Garg, Solution Architect
4. Sunil Vijayakumar, Solution Architect

Each team member's qualifications and experience are described on the following pages.

## Ryen Tarbet Executive VP – Project Sponsor



Mr. Tarbet is the VP of Business Development for Edgesoft Inc. Mr. Tarbet's professional career is a balanced mix of both public and private sector information systems and business management. Mr. Tarbet has worked for the U.S. Forest Service Region 5 as the GIS Coordinator; he worked for Space Imaging LLC, the world's first high resolution satellite imaging company as Western Regional Operations Manager, and as Government Account Manager for Leica Geo-systems. Mr. Tarbet was the IS Supervisor for a local government in California where he spent 5 years on the senior management team implementing an enterprise infrastructure asset management system and a new financial system. Mr. Tarbet has a B.S and M.A. from UC Davis. Mr. Tarbet also studied business as a working executive at the UC Davis Graduate School of Management.

### Education

B.S., Biology and Management, UC Davis 1992

M.A., Geography & Geographic Information Systems, UC Davis 1999

M.B.A Course Work: Innovation Management & Financial Accounting, UC Davis 2002-2004

### Relevant Experience

#### ❖ VP Business Development & Implementation Services, VUEWorks Software LLC

Mr. Tarbet lead all business development and project implementation work in the US, Canada, Caribbean, and New Zealand. Mr. Tarbet played key roles in developing and putting into practice software implementation and training processes that drove client success. Mr. Tarbet has over 10 year experience implementing complex software systems in public agencies.

#### ❖ Government Account Manager, Leica Geo-systems GmbH – US Headquarters Atlanta GA

Mr. Tarbet managed large technology acquisitions and business process development for clients in the Western US for Leica Geo-systems. Mr. Tarbet worked with large clients to enhance their workflows and through-put. Mr. Tarbet has worked with state wide programs at the California DOT, the California Department of Water Resources, the Nevada DOT, and the Beale Air Force Base U-2 aerial surveillance squadron.

#### ❖ VUEWorks Enterprise Implementation, City of Olympia, WA

Mr. Tarbet managed the implementation of a City wide site license at the City of Olympia, WA across 9 separate departments, supporting over 50 separate business process workflows, and integrating with the City's Sungard HTE financial system. The system addresses complex and sophisticated business workflows that, prior to implementing VUEWorks, were not documented by the City.

#### ❖ 30+ System Implementations

Mr. Tarbet has implemented dozens of instances of VUEWorks asset management software for clients of all sizes, from Cities and Counties of over 500,000 to small software as a service customers with less than 5 users. Mr. Tarbet has worked on-site with finance, IT, Public Works, Utilities, and Fire Departments all over the country.

Edgesoft Inc. | 6133 Bristol Parkway | Culver City, CA 90230 | 310.215.1022 | www.EdgesoftInc.com

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
CUPA Web-Based Data Management and Reporting System**

**Anand Belaguly  
CTO – Implementation & Technical Lead**

Mr. Belaguly is the Chief Technology officer at Edgesoft Inc. Mr. Belaguly's professional career started in the private sector working for fortune 500 companies. For the past 10 years Mr. Belaguly has focused on local government enterprise software. Mr. Belaguly leads the Product Division at Edgesoft, where he directs the development of software solutions that reduce the cost of running municipal programs such as code enforcement, building & safety, planning, business license and public works. Mr. Belaguly plays a central role introducing new products that continue Edgesoft's history of leveraging web and mobile technology to break down silos and increase efficiency through automation.

**Education**

BS, Electrical Engineering, Bangalore University, India. 1995

**Recent Experience**

- ❖ **City of Glendale, CA** – Mr. Belaguly has been leading various integration projects at the city of Glendale. He is working with the fire department to implement Edgesoft's mobile iPad solution for fire life and safety inspections (CIP).
- ❖ **City of Eastvale, CA** – Mr. Belaguly is working with this recently incorporated city to setup city business processes with various departments. All departments use the Edgesoft eLMS Land Management System which shares departmental information to improve efficiency of internal operations.
- ❖ **City of Burbank, CA** – Mr. Belaguly has lead various implementations at the City of Burbank. Recently Mr. Belaguly implemented a public portal allowing the general public to access various services via the internet. Services include applying for permits, requesting inspections, logging complaints, and more.

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
CUPA Web-Based Data Management and Reporting System**

**Gaurav Garg  
Solution Architect**



Gaurav is a multi-faceted solutions architect with a good all-round ability. He has more than 7 years of experience in architecting and delivering high-impact solutions for eGovernance using the latest web and Mobile technologies. He has keen interest in the business aspect of software solutions. He is able to translate business needs and use case scenarios into intuitive applications on both web and iPad platforms.

**Education**

Bachelor of Technology, UPTU University India 2005

**Certification**

Sun Certified Java Programmer, Sun Certified Web Component Developer

**Employment Tenure**

Mr. Gaurav has worked in various capacities with Edgesoft Inc. for over 5 years.

**Recent Experience**

- ❖ **CERS Integration with Edgesoft Hazardous Materials Inspection Application,**  
Mr. Gaurav is the Solution Architect for the integration of CERS and Edgesoft's Haz-Mat inspection application for fire department. He designed the entire application work flow and points of integration with CERS. Mr. Garg guided the Edgesoft development team in all phases of development. Mr. Garg is the company's point of contact to the CERS electronic data transfer (EDT) group within CalEPA.
- ❖ **miFire I-Pad Native App,**  
Mr. Gaurav is the project manager for Edgesoft's flagship native I-Pad app for fire department company inspections. He is responsible for developing a user experience for the fire inspector that is extremely simple yet comprehensively addresses all inspection needs. Mr. Garg's talent has earned praise for the Edgesoft CIP app from Apple. The CIP app is currently used by various Fire departments in Southern California.
- ❖ **eLMS Maintenance**  
Mr. Gaurav is the lead solution architect for maintenance and product enhancement of Edgesoft's enterprise land management system (eLMS). eLMS is an enterprise software system for City governments. Mr. Garg incorporates client requests for new features into product enhancements that can be used by all Edgesoft users. He is extremely talented at translating a particular customer's need into a new features that can used all Edgesoft customers.

**CITY OF FREMONT – TECHNOLOGY SERVICE AGREEMENT  
CUPA Web-Based Data Management and Reporting System**



**Sunil Vijayakumar  
Solution Architect**

Mr. Sunil is the Solution Manager for Edgesoft Inc. Mr. Sunil's professional career started in the Telecom sector as a software engineer. Mr. Sunil moved into Healthcare where he was the senior most developer for a new critical care system. Mr. Sunil joined Edgesoft in 2007, where he has been focused on the continuous improvement Edgesoft's product line. Specifically, Mr. Sunil leads the introduction of new technology into the product line, maintaining technological relevance in the marketplace while increasing the usability of the software. Mr. Sunil is highly experienced in working on-site with customers to precisely define the user's needs, and then translate those needs into highly intuitive new features or entirely new modules or products. Mr. Sunil believes nothing is impossible.

**Education**

Computer Science Engineering , VTU University India 2005 – With Distinction

**Recent Experience**

- ❖ **City of Beverly Hills, CA** – Mr. Sunil has been the key person responsible for the e-governance system and has recently integrated the advanced inspection scheduler into the community development department.
- ❖ **City of San Fernando, CA** – Mr. Sunil has been the dedicated support person for City of San Fernando.
- ❖ **City of Burbank, CA** – Mr. Sunil has implemented the payment gateway for the City's public portal so that members of the general public can make payments for their permits online.
- ❖ **Edgesoft Enterprise Land Management System** – Mr. Sunil provides continuous effort in upgrading the flagship Edgesoft product with new features and current technologies .