BILL NO. __6449__   ORDINANCE NO. _24-33_

INTRODUCED BY _____Councilmember Luther_____
FIRST READING _____July 3, 2024_____
SECOND READING _____July 17, 2024_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH THE DAVENPORT GROUP FOR THE NEW BUSINESS LICENSE AND PERMITTING SOFTWARE KNOWN AS LAMA IN AN AMOUNT OF ONE HUNDRED TWENTY-NINE THOUSAND DOLLARS & 00/100 ($129,000.00).

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AS FOLLOWS:

WHEREAS, the City of Bridgeton recognizes the need for an efficient and effective business license and permitting software to enhance the services provided to its citizens and businesses; and

WHEREAS, Bridgeton conducted a thorough evaluation process to identify a qualified vendor to provide the necessary software and services; and

WHEREAS, The Davenport Group has been determined to be the most qualified vendor based on criteria including, but not limited to, functionality, cost, customer support, and compatibility with existing systems; and

WHEREAS, Bridgeton desires to enter into an agreement with The Davenport Group to provide the business license and permitting software and related services;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MO, AS FOLLOWS:

Section 1.   That the Mayor and City Clerk are hereby authorized to execute an agreement, substantially in the form attached hereto, with The Davenport Group, Inc. for the new business license and permitting software known as LAMA in an amount of one hundred twenty-nine thousand dollars & 00/100 ($129,000.00).
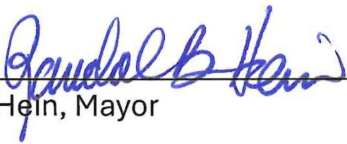
Section 2.   This Ordinance shall be in full force and effect from and after its passage and approval.

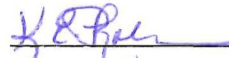PASSED THIS ____17th_____ DAY OF ___JULY_____, 2024.

APPROVED THIS _17th_____ DAY OF ___JULY_____, 2024.

_____
Randal B. Hein, Mayor

ATTEST:

_____
Karen E. Robinson, MRCC-S/CMC
City Clerk

LAMA SaaS and Professional Services Agreement

This Software as a Service and Professional Service Agreement ("Agreement"), dated as of _____, is by and between the Davenport Group USA, Ltd. ("Davenport") and the City of Bridgeton, Missouri ("Client"). Each Client and Davenport may be referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Davenport offers services relating to the development and maintenance of software programs, including, but not limited to the Software (as defined herein); and

WHEREAS, Client desires the right to use Davenport's LAMA Service as a Software Solution ("Software") and Implementation Services (defined herein) for the configuration of and training on the Software.

NOW, THEREFORE, in consideration of the terms and conditions described below, and for other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged by the Parties, Company and Developer agree as follows:

1. **Prefatory Provisions.** The Parties hereby represent that they have carefully examined the Agreement, and all documents related thereto, and will perform the contractual requirements pursuant to all the covenants and conditions contained therein.

2. **Term.** Davenport shall make the Software available to Client pursuant to this Agreement during the subscription term ("Subscription Term"). The Subscription Term shall begin on the date the SaaS Subscriptions are made available for use to Client. The Implementation Services under this Agreement shall begin on the date the Agreement is signed by both Parties and shall continue consistent with the milestones, as set out in Exhibit A. The Implementation Services shall end when Client completes the go-live event. Upon completion of the go-live event, any professional services performed by Davenport thereafter shall be governed by the Support and Maintenance Policies, as set out in Exhibit E.

3. **SaaS Subscriptions.** Client shall purchase user subscriptions ("SaaS Subscriptions"), and the Software may only be accessed by the specified number of users. Additional SaaS Subscriptions may be purchased on a user by user basis at the prices identified in Exhibit B during the Subscription Term. Any additional SaaS Subscriptions shall terminate on the same date as the initial SaaS Subscriptions. SaaS Subscriptions may be reassigned in the event a user no longer requires the user subscription. Davenport acknowledges and agrees that Client shall have no minimum subscription requirement.

4. **Implementation Services.** The implementation services shall be one-time services, provided as set out in Exhibit A and Exhibit B ("Implementation Services"). Davenport shall provide the Implementation Services based on the number of users, predicted cases, integrations, data migrations, persons being trained, and the perceived complexity of each of the foregoing.

5. **Information Needed for Configuring the Software.** Client shall provide all information necessary for Davenport to configure the Software, including but not limited to: (a) current fee structures and methodologies relating to selected case types; (b) current case types, workflow processes, dependent and tracked details, and related information; (c) Microsoft Word templates for all forms, letters, and other similar documents to be generated in the Software, along with the identification of changeable copy; (d) Microsoft Excel templates for all forms, letters, and other similar documents to be generated in the Software, along with the identification of changeable copy; (e) completed examples of all reports to be generated in the Software; (f) completed examples of all current forms, letters, and reports used by Client relating to case types; (g) completed examples of applications submitted by citizens or contractors; (h) GIS layers and/or ArcGIS services for addressing, parcels, streets, political jurisdictions, etc.; (i) a table of permitted uses and dimensional or bulk standards in a Microsoft Excel table format; (j) any code provisions that Client desires to have added to the inspections or code enforcement sections in the Software in a Microsoft Excel format; and (k) responses to reasonable questionnaires submitted by Davenport.

6. **Client Responsibilities**
   6.1. Client agrees that timely completion of the Project is dependent to a significant extent on the timely cooperation of Client in providing information to Davenport that it needs to complete the Project.
   6.2. All programs, custom forms, custom reports, case packets, test plans, and other documents ("Deliverables") must substantially conform with specification or documentation outlined in the Agreement. Client shall have a period of not less than thirty (30) days to examine and test Deliverables to determine whether each conforms with the specifications and accompanying documentation and accept or reject the Deliverables, with an explanation in writing of the reasons for the rejection. If Client takes no action within thirty (30) days of receipt of the Deliverable(s), then the lack of response from Client shall constitute Client's acceptance. If Davenport fails to timely resubmit a cured deliverable within a timeframe agreed upon by the Parties, then Client may terminate the Agreement and receive refunds for any prepaid and unused funds.
   6.3. Custom Documents. If Client requires changes to any Deliverables after Davenport has configured said Deliverable, then the Parties shall, in a writing signed by the Parties, agree to any additional costs required to implement changes to said Deliverable.
   6.4. Case Packets. Davenport shall produce case packets and/or tests plans for all of the case types entered in the Software. If the case packets do not substantially conform with the specifications or documentation outlined in this Agreement, Davenport shall make changes to the documents, and resubmit them to Client at no cost to Client. Upon receipt of the modified case packets or test plans, Client shall review and accept or reject the case packets or test plans submitted within thirty (30) days, with an explanation in writing of the reasons for the rejection. If Client takes no action within thirty (30) days of receipt of the modified case packets or test plans, then the lack of response from Client shall constitute Client's acceptance of said case packets or test plans. If Client requires changes to the workflows or details in the case packet or test plan after Client has accepted said case packet or test plan, then the Parties shall, in a writing signed by the Parties, agree to any additional costs related to Davenport's redesign, testing, and documentation effort.
   6.5. If Davenport fails to timely resubmit a cured deliverable or (b) the resubmitted deliverable fails Client's second acceptance test, then Client may terminate the Agreement and receive refunds for any prepaid and unused fees.

7. **Future Functionality.** Except as provided herein, Client acknowledges that this purchase is not made contingent upon the addition of any future functionality or features.

8. **Confidentiality.**
   8.1. "Confidential Information" means the Software, information or data regarding Client's agents and service providers and any technical data, know-how or other information (either oral, written or digital) provided to either Party by the other or obtained by either Party from the other including, without limitation, that which relates to the organization, marketing strategies, business, finances, know-how, technology, advertising plans, distribution information, technical data, inventions (whether or not patentable), business processes, designs, drawings, models, software, source code, hardware and operations or past, current or potential customers, advertisers and suppliers of the Disclosing Party (as defined herein).
   8.2. The Party that has received Confidential Information (the "Receiving Party") shall exercise the same degree of care and protection with respect to the Confidential Information of the Party that has disclosed Confidential Information to the Receiving Party (the "Disclosing Party") that it exercises with respect to its own Confidential Information and shall not directly or indirectly use, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Disclosing Party except as required to perform its obligations hereunder. Davenport further agrees not to license or provide the Software or any other Client Confidential Information to any third party. Notwithstanding the above, either Party may disclose Confidential Information if so required by law (including court order or subpoena), provided that the Disclosing Party is notified of such disclosure.
   8.3. Confidential Information shall not include any information that is: (a) publicly available or later becomes available other than through a breach of this Agreement; (b) known to the Receiving Party (as defined herein) or its employees, agents, or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents, or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by the Receiving Party or its employees, agents, or representatives from a third party without obligations of confidentiality.

9. **Indemnification.**
   9.1. <u>Indemnification of City by Davenport</u>. Davenport shall indemnify, defend, and hold harmless Client, its officials, officers, agents, and employees from and against any claims, actions, suits, allegations, or proceedings (collectively, "Claims") brought against Client based upon (a) infringement or misappropriation of any copyright, trademark, patent, or other proprietary rights of any third party by the Software, (b) loss or damage to any property and injury to or death of any persons, howsoever the same may be caused (whether arising out of or based upon contract, tort, strict liability, or otherwise) directly or indirectly resulting from or happening in connection with the services, programs, or work product covered by this Agreement; (c) a breach of any warranty set forth in Section 19; (d) any negligence, recklessness, or willful misconduct of Davenport and any persons employed or utilized by Davenport in the performance of this Project; and (e) all data security breaches (unless caused by the violation of data security laws by City) and breaches of confidentiality. These exceptions shall be excluded from the limitations of liability. Client shall notify Davenport of any such claim promptly in writing. Client shall cooperate fully with Davenport during such proceedings. In the event of such

infringement, Davenport shall replace, in whole or in part, Software with a substantially compatible and functionally equivalent computer program or modify Software to avoid the infringement. If the Software is replaced (in whole or in part) or modified to avoid infringement, then Bridgeton shall have a period of not less than thirty (30) days to examine and test the replacement or modified Software to determine whether it conforms with the specifications of this Agreement and accompanying documentation.

9.2. In accordance with the indemnification provided in Section 9.1, Davenport shall defend at its own expense or provide such defense, at Client's option, from and against any and all claims or liability and all suits and actions of every name and description that may be brought against Client, its officials, officer, agents, or employees which may result from the operations and activities under this Agreement whether the construction operations be performed by Davenport, its subcontractor, or by anyone directly or indirectly employed by either. The indemnification includes all costs and fees including attorneys' fees and costs at trial or at appellate levels.

9.3. <u>Indemnification of Davenport by Client</u>. Client agrees to indemnify, defend, and hold harmless Davenport from and against any claims by a third party alleging that Client Data violates the privacy rights of a third party or violates applicable law. Davenport agrees to notify Client of any such claim promptly in writing. Davenport agrees to cooperate fully with Client during such proceedings. Client shall defend at its sole expense all proceedings arising out of the foregoing. The indemnification includes all costs and fees including attorney's fees and costs at trial or at appellate levels.

10. Insurance.

10.1. Davenport shall, at its sole expense, purchase, maintain and keep in force during the term of this Agreement and for three (3) years after this Agreement expires (unless otherwise stated below) such insurance ("Insurance Policies") as set forth: (a) workers compensation insurance as required by state law; (b) commercial general liability insurance with a limit of not less than two million dollars ($2,000,000) per occurrence; (c) automobile insurance with a limit of not less than one million dollars ($1,000,000) per occurrence; and (d) professional liability & cyber insurance with a limit of not less than two million dollars ($2,000,000) per occurrence.

10.2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Client and placed with carriers with a Best rating of A or better. Client, its officers, and agents, shall be endorsed as an additional insured under Davenport's general liability insurance. Davenport hereby waives subrogation rights for loss or damage to the extent the same are covered by Insurance. Insurers shall have no right of recovery or subrogation against Client, it being the intention that the Insurance Policies shall protect all Parties to the Agreement and be primary coverage for all losses covered by the Insurance Policies. Davenport shall provide Client with certificates evidencing such Insurance Policies in a form acceptable to Client within five (5) days of signing this Agreement or five (5) days prior to the commencement of the services, whichever occurs first, and annually thereafter. Davenport may replace any Insurance Policies with an equivalent policy promptly notifies Client in writing of the substitution and provides certificates evidencing such equivalent policy within five (5) business days of written notification of the substitution. Davenport shall not modify any policies by reducing the coverage below the minimum terms provided for above. Davenport shall not create a lapse in insurance coverage.

11. **Cloud Hosting Service Level Agreement.** Davenport shall select for the Cloud-hosting service a provider recognized for delivering and providing quality Cloud-hosting services. Davenport proposes to use Microsoft Azure for these services. For specifications see Microsoft Azure SLA.

12. **Support and Maintenance.** Davenport shall provide Client with support and maintenance services ("Support and Maintenance Policies"), attached hereto as Exhibit F.

13. **Responsibility for Data.** Client is responsible for the accuracy, quality, and legality of its Client Data and the means by which it was acquired. Client shall validate for correctness all outputs and reports. Davenport shall have the sole responsibility for backing up Client Data files. Davenport shall provide Client with one (1) export or a backup of the current database. For any additional export or backup requested by Client, the Parties shall, in a writing signed by both Parties, agree to any additional costs related to extracting and delivering the export or backup to Client.

14. **Unauthorized Access and Use.** Client shall use reasonable efforts to prevent unauthorized access to or use of the Software and shall notify Davenport promptly in the event it is aware of any unauthorized access or use. Client shall not: (a) make the Software available to anyone other than the users without Davenport's advance written consent; (b) sell, resell, rent, or lease the Software to any third party without Davenport's advance written consent; (c) use the Software to knowingly store or transmit infringing, libelous, or unlawful or tortious material, or to knowingly store or transmit the material in violation of third-party privacy rights; (d) use the Software to knowingly store or transmit malicious code; and (e) use the Software to attempt to knowingly attempt to gain unauthorized access to the Software or their related systems of networks.

15. **Fees.**
    15.1.   Client shall pay all fees which are undisputed ("Undisputed Fees") as specified in Exhibit B. If Davenport determines that the number of users exceeds the contracted amount, then this Agreement and Exhibit B may be amended upon execution of a writing signed by both Parties to reflect the additional users. Undisputed Fees for user subscription(s) added in the middle of a monthly period shall be charged for the full month period and the monthly periods remaining in the Subscription Term.
    15.2.   The recurring annual costs are due only upon acceptance of the Software in accordance with the testing and acceptance language stated in Client Responsibilities.
    15.3.   The cost of professional services, as set out in Exhibit B, is inclusive of travel costs.
    15.4.   Davenport shall invoice Client in accordance with Exhibit B. Undisputed Fees as reflected in Exhibit B shall be due thirty (30) days from Client's receipt of the invoice. Any fees set out in Exhibit B do not include taxes. Neither Party is aware of any sales or use taxes or other similar taxes that would apply to this Agreement.
    15.5.   Unless stated otherwise in Exhibit B, all fees are in United States dollars.

16. **Payments and Disputes.**
    16.1.   If payments for Undisputed Fees are not received by the due date, then, Davenport may, at its discretion, add a late fee of one percent (1.0%) on any outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date due until the date paid.
    16.2.   If any undisputed amount owing under this Agreement is more than sixty (60) days overdue, Davenport may suspend all services until the undisputed amount has been paid in full provided, however, that Davenport must provide Client written notice of such

intent to suspend Services at least (10) days prior to the suspension of Services. Davenport shall not charge a late fee, accelerate the payments, or suspend the Software or Implementation Services while Client is disputing the applicable charges in good faith and is cooperating diligently to resolve the dispute.

16.3. Davenport may terminate this Agreement in the event Client fails to make payment within 30 days after receiving notice that the payment is overdue (60 days after invoice that is not paid) unless Client has notified Davenport in a timely manner that it is disputing charges related to the invoice.

17. **Ownership of the SaaS Subscription and the Software.** Davenport reserves all right, title, and interest, including all Intellectual Property, in and to: (a) the Software, (b) any help and training materials, and (c) all Deliverables. Subject to the terms and conditions of this Agreement, Davenport hereby grants Client a worldwide, nonexclusive, royalty-free, fully paid-up license for access to the Software during the Subscription Term.

18. **Ownership of Client Data.** Client owns and will retain all right, title, and interest in and to Client Data. Client hereby grants Davenport a nonexclusive license to use Client Data for the purpose of completing the services specified in this Agreement. Davenport shall protect the security, confidentiality, and integrity of Client Data. Davenport shall return any documents provided by Client upon completion or termination of this Agreement, if requested.

19. **Warranties.**

19.1. <u>Services Warranty</u>. Davenport represents and warrants that the Software and Implementation Services shall substantially conform with specifications and documentation outlined in this Agreement. Davenport reserves the right to make reasonable modifications to the Software; provided, however, that any modifications will not reduce the functionality of the Software.

19.2. <u>General Warranties</u>. Davenport represents and warrants that it (a) it owns all rights, title, and interest in and to the Software, (b) the Software shall be free from material defects in workmanship, and (c) it has the complete and unrestricted power and right to enter into this Agreement and to perform its obligations hereunder. Client's rights for breach of warranty shall be as set out below in the section addressing termination for cause.

19.3. <u>Virus Warranty</u>. Davenport represents and warrants that the Software and the does not and shall not contain any lock, clock, timer, Trojan horse, Easter egg, time bomb, counter, copy protection feature, replication devices or defect ("virus" or "worm" as such terms are commonly used in the computer industry) or other device which (a) might lock, disable, or erase the Software, (b) prevents Client from fully utilizing the Software, or (c) require action or intervention by Client or other persons or entities to allow Client to utilize the Software.

19.4. <u>Uptime Warranty</u>. Except for scheduled maintenance and required repairs, interruptions due to causes beyond Davenport's control and as otherwise provided in this Agreement, the Software shall be available to Client a minimum of twenty-four (24) hours a day, seven (7) days a week, at least ninety-nine and one-half percent (99.5%) of the time. If Davenport fails to satisfy the minimum availability level of the Software, Davenport shall refund a pro rata share of the previous months billing to Client. Davenport agrees to comply with all applicable laws, rule and regulations regarding data security and privacy in connection with this Agreement and the performances of the Implementation Services.

19.5. <u>Encryption Warranty</u>. Davenport represents and warrants to Client that Davenport has the capability to encrypt all data stored by Davenport on any storage, archival or backup medium. Davenport will, at no charge to Client, use best practices to encrypt all data and information of Client and its customers (including any Confidential Information) to ensure the confidentiality, privacy, and security of all such data and information.

19.6. <u>Data Security Warranty</u>. Davenport represents and warrants that its collection, access, use, storage, disposal, and disclosure of Confidential Information, including personal information, does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

19.7. <u>Warranty Disclaimer</u>. Except as provided in Section 19, neither Party makes any warranties of any kind with respect to the Software or Implementation Services, whether express or implied, and each Party disclaims all implied warranties, including those of merchantability and fitness for a particular purpose.

20. Limitation of Liability

20.1. Except for Davenport's obligations regarding breaches of confidentiality, liability due to security breaches, any indemnification obligations, gross negligence, willful misconduct, or other violations of law by either party, neither Party shall be liable for any special, indirect, punitive, consequential or incidental damages, including loss of profits, arising from or related to a breach of this Agreement or any order or operation or use of the Software.

20.2. Except for Davenport's obligations regarding breaches in confidentiality, liability due to security breaches, any indemnification obligations, and liability based on gross negligence, willful misconduct, and other violations of law, and not withstanding any other provision of this Agreement, liability of either Party with respect to any single incident arising out of this Agreement shall be limited to direct damages not exceed the amounts paid by Client in the twelve (12) months preceding the incident.

21. Renewals and Termination.

21.1. <u>Automatic Renewal</u>. SaaS Subscriptions shall automatically renew for an additional one-year subscription term unless Client gives written notice that it will not renew at least forty-five (45) days prior to the end of the then current term. The price for the renewal year shall not increase more than five percent (5%) from the prior year. Davenport may increase the amount for the renewal year beyond the above only upon execution of a writing signed by both Parties.

21.2. <u>Termination for Cause</u>. Either Party may terminate this Agreement for cause upon thirty (30) days written notice to the other Party of a material breach, provided that breach remains substantially uncured at the end of said thirty (30) days. If a Party becomes the subject of bankruptcy or process related to insolvency, it shall be considered a material breach. If Client terminates this Agreement for cause, Davenport shall refund to Client any prepaid and unused fees.

21.3. <u>Effect of Termination</u>. Upon termination of this Agreement, Davenport may immediately disable and discontinue Client's access to and use of the Software without further notice.

21.4. <u>Customer Data</u>. Within one-hundred eighty (180) days, Client shall destroy any documentation acquired pertaining to the Software and Implementation Services, and Davenport shall export and ship or email all Client Data to Client in a mutually agreeable format.

22. **Designated Representative.** The designated representatives for each Party shall be the individual who signs the contract on behalf of Davenport and Client. Upon contract execution, each party shall assign a project manager responsible for the day-to-day operations of the Software, including system maintenance, systems problems, troubleshooting, professional services delivery and performance.

23. **Notices.** All notices shall be in writing. Except for notices of termination, emails shall be considered "in writing." Billing notices shall be sent to Client's project manager unless another person is designated for receiving these notices. All notices shall be mailed to the following address:

<u>**Davenport**</u>
Mr. Benjamin Davenport, CEO
The Davenport Group USA, Ltd
128 S Tejon St, Ste 206
Colorado Springs, CO 80903

<u>**Client**</u>

City of Bridgeton
12355 Natural Bridge Road
Bridgeton, MO 63044

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Missouri without regards to its conflict of laws provisions. Any action to enforce the terms and conditions of the contract shall be brought in St. Louis County, Missouri in accordance with Binding Arbitration and Litigation.

25. **Binding Arbitration and Litigation.** If a claim for breach of contract or warranty arises which they are unable to resolve, then they shall submit the same to binding arbitration. The Parties shall mutually select an arbitrator with a technical background from a recognized mediation firm. Notwithstanding the above, if this matter is litigated, then each Party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

26. **Amendments; Waiver of Contractual Right.** Any amendments to this agreement must be in writing and signed by both Parties. Waiver of any provision under this Agreement will not be deemed a future waiver of that, or any other, provision herein, nor will waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

27. **Anti-Corruption.** Client certifies that it has not received or been offered any illegal payment or gift from Davenport or any of its employees or persons acting on its behalf or anyone else in connection with this Agreement.

28. **Assignment.** Davenport shall not, by operation of law or otherwise, transfer, sell, assign, sublicense, pledge, or otherwise dispose of in any way its interest in any contract which may result from this

solicitation, or assign any claims for money due or to become due under any contract, without having first obtained the prior written consent of Client to do so. Any attempt by Davenport to do any of the foregoing without such consent shall be null and void and result in Client's sole option to terminate this Agreement. Client's consent to any of the foregoing shall not constitute consent to any other act, nor shall such consent relieve Davenport from any of its duties to perform all agreements, covenants, and conditions set forth in this Agreement.

29. **Succession.** The Parties each bind itself, its partners, successors, assigns and legal representatives to the other Party hereto in respect to all covenants, agreements and obligations contained in the contract documents.

30. **Export Compliance.** The Software and other technology that Davenport makes available to Client may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U. S. Government denied-party list. Each Party shall exercise reasonable diligence to ensure that access is not granted to entities in violation of those laws.

31. **Liability for Acts of Third Parties.** Neither Party shall be obliged to indemnify the other for acts or omissions of third parties.

32. **Force Majeure.** Except for the obligation to make all undisputed payments due under this Agreement on a timely basis, neither Party shall be liable in damages or have the right to terminate, except as provided herein, this Agreement for any delay or default in performing hereunder if any failure, delay, or default of performance or equipment if such failure, delay, or default is due to causes beyond its reasonable control, including but not limited to, Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), pandemics, epidemics, wars, insurrections or any other cause beyond the reasonable control of the Party whose performance is affected (each a "Force Majeure Event"). If such Force Majeure Event lasts for a period of greater than sixty (60) days, then Client shall be entitled to immediately terminate this Agreement upon written notice to Davenport, and Davenport shall provide to Client a refund for any prepaid, unused fees remaining as of the date the Force Majeure Event began.

33. **Relationship Between the Parties.** Davenport is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties.

34. **Equal Opportunity Employer.** Davenport affirms that it is an equal opportunity employer, and that it does not discriminate in hiring on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap or serious medical condition. Davenport hereby agrees to abide by all federal and state laws, rules, and regulations pertaining to equal employment opportunity, discrimination, and civil rights.

35. **Taxes.** Davenport shall be responsible for the payment of all federal, state, and local taxes on monies received pursuant to this Agreement.

36. **Codes Laws / Regulations.** Davenport represents that it is properly licensed and meets and complies with all applicable federal, state, and local government codes, laws, regulations, and requirements in the performance of the work described herein.

37. **Fee Calculations.** The Software includes fee calculations. Client agrees that it will always check the fees to ensure that they are accurate before taking any action based on them. Davenport shall not be liable for any mistakes in fees.

38. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior or contemporaneous communications, advertisements, marketing materials, understandings, and agreements related to the subject matter hereof, whether oral or written, and my only be altered, amended, or repealed by a duly executed written agreement signed by both Parties. If any provision or provisions of this Agreement should be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired by such holding, and the Parties shall negotiate in good faith a substitute, valid, and enforceable provision which most nearly effects the Parties' intent in entering into this.

39. **Interpretation of Documents, Order of Precedence.** All Exhibits are hereby incorporated into this Agreement by reference as if fully set out therein.

40. **Contract Documents.** This Agreement includes the following contract documents and other appendices which are incorporated herein: Exhibit A – Scope of Work; Exhibit B – Cost Proposal; Exhibit C – Schedule and Milestones; Exhibit D – Davenport Rate for Services and Travel Costs; and Exhibit E – Support and Maintenance Policies.

41. **Agreement as Offer**

This Agreement shall be valid only if it is signed by both Client and Davenport, and a signed original has been received by both Parties.

Davenport

Dated: _____

By: _____

Print: Benjamin K Davenport

Title: Chief Executive Officer

Client

Dated: _____

By: _____

Print: _____

Title: _____

Exhibit A – Scope of Work

The Scope of Work shall be as set out herein and in <u>Exhibit B</u> and may include:

1. Pre-Configuration Study Services.
2. Configuration Study. A high-level document which identifies the major elements necessary for configuring the LAMA software.
3. Installation and Setup. The installation of the LAMA software on Client server or the Cloud-Hosted server.
4. Data Migration: GIS and Addressing Database. The migration of the GIS data and the Addressing database into the LAMA software.
5. Analysis of Forms and Reports. The analysis of forms and reports to identify data points and checklist items that need to be added to the LAMA software.
6. Case Packets. A document that identifies the details, workflows, reviewers, forms to be generated by LAMA for most case types to be entered into the LAMA software.
7. Configuration. The entering of the details and settings necessary to implement the LAMA software.
8. Forms and Reports. The configuring of the forms and reports designed by Client and/or redesigned by Davenport.
9. Test Plans. The documents prepared by Davenport and which attempt to prove the successful configuration of the Case Packets.
10. Data Migration: Other Sources. The migration of the other databases as identified in the Cost Proposal into the LAMA software.
11. Training Materials. Materials prepared by Davenport for the Training of Client users per the Cost Proposal.
12. Training. The training by Davenport of Client's users
13. Go-Live Assistance. Assistance provided by Davenport to Client's users on going-live on the software.

Implementation Services as set in the Proposal are as follows:

1. *Implementation & Milestones*

The LAMA Software is a robust, highly configurable software application as those terms are understood in the industry. The software is flexibly designed to handle (map and implement) Client's existing processes. Our design emphasizes our Implementation Services. These Implementation Services encompass defining requirements, configuration, customizations, process reengineering (if desired), test plan formulation and execution, training, support, and many onsite visits throughout the project.

The Software shall adapt seamlessly to Client's existing processes. However, many of our clients have taken this opportunity to optimize and reconfigure workflows and think about the "why" in their current processes. Davenport's extensive background in local government, especially knowledge in permitting and planning in local government, Davenport offers unique capabilities in restructuring workflows.

Services are organized by the timeline for when the services are rendered.

2. High Level Configuration Study

The high level configuration study shall begin upon signing of this Agreement. Davenport shall collect information from Client's potential users, including workflow diagrams, permit forms, inspection forms, ordinances, letters, notices, etc.

Approximately fourteen (14) days after collecting input materials, shall create and provide a configuration study for Client's review. The configuration study shall map out generally how Davenport will structure and set up the Software to meet Client's requirements and specifications. Davenport shall provide a copy of the report; upon receipt of the configuration study, Client shall have fourteen (14) days to submit written comments to Davenport regarding said configuration study.

As part of the configuration study, Davenport's design team shall examine each of the forms and reports to be generated from within the Software. Davenport shall review the forms and reports to determine whether any forms and reports need to be custom. Davenport shall also use the forms and reports to add information to the databases as necessary.

Upon completion of the configuration study and after comments have been submitted by Client, shall arrange one or more web demos and discuss the study with Client.

3. GIS Data Migration and Assessor's Database Integration

Upon completion of the configuration study and after Davenport has provided at least one (1) web demo to Client, Davenport shall obtain the GIS database and analyze it to determine how best to set it up in the Software and analyze the assessor's database to determine how best to integrate it into the Software. The data migration process is complete when Client Data is migrated by Davenport into the Software and Client's Software project file is populated with map layers.

4. Case Packets

Upon completion of the configuration study and after Davenport has provided at least one (1) web demo to Client, Davenport shall prepare a detailed set of information necessary for our team to fully configure LAMA. Davenport shall set up each permit, license, planning and code enforcement case type (typically as many as 20 or 30 types per planning and permitting module), each with their own process of key events, with documents being submitted and prepared by Client with each event, with checklists associated with these events, with details necessary to keep track of information for forms and reports, with document structure, with reviews and typical comments, with fees, inspections, etc. All case types are land use sensitive, and land use shall not be mixed with the case type.

The case packets shall be provided ; the first twenty-five percent (25%) of case packets shall be provided in the first submission, and Davenport shall review with Client at a mutually agreed upon time via the web, The remaining seventy-five percent (75%) of case packets shall be provided in the second submission, which Davenport shall review with Client at a mutually agreed upon time in person. Upon receipt of all case packets, Client shall have a period of not less than thirty (30) days to examine the case packets to determine whether the case packets substantially conform with the specifications and accompanying documentation.

5. In-the-Cloud Installation

Upon completion of GIS data migration, assessor's database integration, and acceptance of the case packets, Davenport shall install the Software in-the-cloud with Client's GIS layers set up appropriately for configuration. The installation shall provide Client's project manager and key users access to the Software.

6. Configuration

Upon completion of Sections 2, 3, and 4 in Exhibit A, configuration of the Software shall begin. Th case packets are the basis for configuring the Software. During configuration, Davenport shall set up the modules, user permissions and capabilities, and all other necessary aspects of the core components.

7. Davenport Test Plan and Execution

Upon completion of the configuration study, Davenport shall create test plans for all necessary the case types in the system. Davenport shall execute the test plans internally, making any necessary corrections, before submitting to Client.

8. Data Migration

"Client Data" shall include data within Client's control and made available by Client for processing within the Software or in connection with Implementation Services. Prior to executing the test plans, Davenport shall write and implement a program to migrate Client Data from Client's existing systems ("Data Migration Program").

Once the test plans are complete, but before the test plans are reviewed, Davenport shall migrate all historical data sources to allow Client to interact with familiar data in the system. Davenport shall provide the Data Migration Program to Client. By writing a program, Davenport has the opportunity to rerun the program at any time, and Davenport may rerun the program to pick up pieces of information that were missed or mapped incorrectly. Upon receipt of the Data Migration Program, Client shall have a period of not less than thirty (30) days to examine the Data Migration Program to determine whether it substantially conforms with the specifications and accompanying documentation and accept or reject the Data Migration Program, with an explanation in writing of the reasons for the rejection. If Client takes no action within thirty (30) days of receipt of the Data Migration Program, then the lack of response from Client shall constitute Client's acceptance. If Davenport fails to timely resubmit a cured deliverable within a timeframe agreed upon by the Parties, then Client may terminate the Agreement and receive refunds for any prepaid and unused funds.

If the database format or schema changes after Davenport begins work on the Data Migration Program, then Davenport shall revise the Data Migration Program to incorporate the database format or schema changes. The Parties shall, in a writing signed by the Parties, mutually agree to any additional costs for modification of the Data Migration Program.

9. Form Design

Upon completion of the configuration study, Davenport shall design Client's custom forms and identify any modifications to standard reports. Davenport shall test at least seventy-five percent (75%) of forms

prior to test plan review.

10. Client Test Plan Review

Upon completion of creation of the test plans, Davenport shall allow for Client to review the test plans drafted by Davenport. Davenport shall conduct small group training sessions with selected individuals from Client staff. At least seventy-five (75%) of the test plans shall be accompanied by instructional video proofs by Davenport. Following the training sessions, Client may develop additional test plans and execute those. Client shall have a period of not less than thirty (30) days to examine and test plans and provide written comments to Davenport for requested changes. Upon timely receipt of Client's written comments, Davenport will make such changes to the program, configuration, integration, data migration, and forms, as necessary, to address problems. If necessary, Test Plans shall be executed again, and Client shall have another period of not less than thirty (30) days to examine each Deliverable and determine whether it substantially conforms with specifications and accompanying documentation.

11. Report Configuration

Upon completion of Sections 1 through 10 in Exhibit A, Davenport shall design all custom reports and any modifications to standard reports. Client shall have a period of not less than thirty (30) days to examine all reports to determine whether it substantially conforms with the specifications and accompanying documentation.

12. Final Training

Upon completion and acceptance of all Deliverables, Davenport shall create a Training Plan, which shall be mutually agreed upon by the Parties in a signed writing at a later date. Training shall include Davenport providing on-site training in the use of the software program to Client's users.

13. Go-Live Assistance

Davenport staff will be onsite for two (2) to four (4) days to during the Go-Live period.

14. Post Go-Live Conference

Upon completion of final training and go-live, Davenport shall have thirty (30) days to address any configuration issues or bugs that might occur and resolve any remaining issues with the Software configuration.

15. On-Going Services

Upon completion of final training and go-live, Davenport shall provide on-going services, which shall include: (a) user support via the phone and email, and for our local clients, onsite; (b), web seminars, addressing requests from Client for new functionality and incorporating said functionality in the next or subsequent release(s); (c) post Go-Live training, if needed or requested; and (d) eTicket support.

16. Implementation Details and Milestones

Exhibit C is a tentative, planned schedule and milestones, with a projected start date of the first week in January 2023.

Exhibit B – Cost Proposal

LAMA Solution Framework Implementation Price Quote
Prepared for Bridgeton, Missouri on July 14th, 2023

A. Modules

Core	Map, Addresses and Parcels, Contacts and Owners, Calendar, Notifications, Document Manager, Reports
Permitting	Building permits, public works, engineering permits, inspections, fees, reviews, workflows, and contractor profiles
Code Compliance	Compliance and inspection cases, notices, citations, communications, adjudication
Projects & Planning	Development review, routing, workflows, board meetings and hearings
Licensing	Location-based, equipment-based, individual, and business licenses. Includes contractor licensing, special events, food-carts, taxicabs, etc. Workflows, reviews, inspections, and fee calculations. Licenses can be easily renewed.
Work Orders	Service requests including invoicing and reports. GIS associated features, labor, part and materials, contractual work, tasks, and inventory
Citizen Access Portal	Allows citizens and contractors to submit online and track statuses for applications, upload documents, request inspections, and pay fees. Includes Open Data portal.
Mobile App	Android, iOS, and Windows mobile applications. Work offline or connected. Includes routing and navigation, nearby activity via mapping, and voice recognition
E-Plan Review	Allows electronic document mark-up of plan submittals. Facilitates concise communication between plan reviewers
Outlook Integration	Integrates Microsoft Exchange Server calendars with the LAMA calendars

Costs: **All Included**

B. Implementation Services

Configuration Analysis Study and Documentation: Information Collection, Documents (Forms and Reports), Workflows

GIS and Database Setup: Setup and configuration of the database and schema including mapping and integration with GIS datasets.

Case Type Documentation: Includes the design and revisions to documentation packets for each object type in the system.

Software Configuration: Configuration of codes and objects from the case type documentation.

User Acceptance Testing: Preparation and execution of Test Plans. The goal is to demonstrate that the software works properly.

Standard Forms and Reports: LAMA Standard Forms and Reports to MS Word and Excel are included.

Training and Launch Preparations: Training Plan and Training Materials and launch readiness.

Project Management and Coordination: Project management services and deliverables to ensure successful on time and on budget implementation. Includes regular status reports.

Custom Forms and Reports: LAMA Standard Forms and Report are included. 15 Custom are included with each proposed module

Costs: **Included**

C. Onsite Services

Case Packet Review	3 days
Training	4 days
Go-Live	3 days

Costs: **Included**

D. Standard Integrations

GIS	integrate seamlessly with ESRI technologies and formats including ArcGIS Server or ArcGIS Online
Financial System	Setup and configuration of an export format that is compatible with the financial systems import too
Payment Gateway	Integration with Persolvent online payment gateway for the Public Web Portal Extension
Laserfiche	Integration with Laserfiche online document management

Costs: **All Included**

E. Implementation Package

Includes all software modules, services, and integrations listed above. Implementation package costs start at $80,000 for up to 10 named users, then $2,500 for each additional named user.

Named Users: 26   **Costs:** **$120,000.**

F. Custom Integrations
None

Costs: **All Included**

G. Data Migration
Data migration for permitting and licensing from Microsoft Access, Excel, or an OLE or ODBC compliant database.

Costs: **$9,000.**

H. Grand Totals

Implementation Package	$120,000.
Custom Integrations	----------
Data Migration	$9,000.
Travel Expenses	All Included
Costs:	**$129,000.**

I. Annual Software Assurance and Support *

Year 1	$25,600
Year 2	$25,600
Year 3	$25,600
Year 4	$25,600
Year 5	$25,600
Total 5 Year Costs:	**$128,000.**

*Annual Software Assurance and Support (ASAS) includes new software updates and releases. Pricing is $10,000 plus $600 per named user. ASAS Includes toll-free phone and email support. Annual costs may be increased to reflect changes in the costs of inflation as expressed by changes in the CPI. Projects are invoiced monthly per milestone completed. Travel expenses billed when incurred. This quote shall remain valid for 180 days.

Benjamih K Davenport, CEO
The Davenport Group USA, Ltd.

7/14/2023
Date

Exhibit C – Schedule and Milestones

Both Parties shall make every effort to attempt to stay on the following schedule. Start date will be adjusted to begin the week after the contract is executed.

There are three (3) key dates for deliverables from Client to Davenport. These deliverables are due early in the project timeline, during Phase I. Delays in obtaining these deliverables from Client will adjust the timeline proportionally. The 3 key City Deliverables are:

1. Questionnaires to be completed and returned by Client thirty (30) days from submittal to Client;

2. GIS data submitted to Davenport (via ArcGIS URL or File GDB or Shapefiles) within fourteen (14) of project kickoff; and

3. Data migration sources submitted by Client to Davenport via export or backup within twenty-one (21) days of project kickoff.

Project Schedule Milestones

Milestone	%K	Billable $
01 Contract Signing / Kick-off Meeting	5.0	6450.0
02 Questionnaires Submitted and Returned	2.0	2580.0
03 Configuration Study Submitted and Reviewed	5.0	6450.0
04 Case Packets Initial 15% Submitted and Reviewed	8.0	10320.0
05 Case Packets Remaining Submitted and Reviewed	12.0	15480.0
06 Case Packet Onsite Review	5.0	6450.0
07 GIS Setup and Import	3.0	3870.0
08 Configuration Initial	12.0	15480.0
09 Public Web (Prado) Setup	5.0	6450.0
10 Form Design	2.0	2580.0
11 Reports Designed	1.0	1290.0
12 Test Plan Videos Submitted	8.0	10320.0
14 Configuration Revisions	8.0	10320.0
15 Data Migration Mapping	2.0	2580.0
16 Data Migration	5.0	6450.0
17 Third Pary Software Integration	2.0	2580.0
18 Traning Plan and Materials	2.0	2580.0
19 Onsite Training	5.0	6450.0
20 Final Changes	3.0	3870.0
21 Onsite Go-Live	5.0	6450.0
SaaS Subscription Annual Fee	NA	$ 25,600.00
	100.0	$ 129,000.00

Schedule date columns: 25-Sep-23, 2-Oct-23, 9-Oct-23, 16-Oct-23, 23-Oct-23, 30-Oct-23, 6-Nov-23, 13-Nov-23, 20-Nov-23, 27-Nov-23, 4-Dec-23, 11-Dec-23, 18-Dec-23, 25-Dec-23, 1-Jan-24, 8-Jan-24, 15-Jan-24, 22-Jan-24, 29-Jan-24, 5-Feb-24, 12-Feb-24, 19-Feb-24, 26-Feb-24, 4-Mar-24, 11-Mar-24, 18-Mar-24

Phases:
- Phase I — Questionnaires
- Phase II — Case Packets
- Phase III — Configuration
- Xmas
- Phase IV — Test Plans
- Phase V — Traning
- Phase VI — Go-Live

Legend:
- DG work tasks.
- DG submittal to Client.
- Client work tasks.
- DG and Client meetings to review work prodcut.
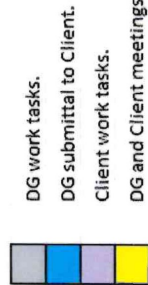
The Davenport Group USA, Ltd   City of Bridgeton, Missouri

Exhibit D – Davenport Rate for Services and Travel Costs.

Rate Sheet

Effective March 15, 2023

Position	Amount (per hour)
Division Chief – Software Development	$200.00
Division Chief – Functional Processes	$176.00
Section Chiefs	$176.00
Mobile Team Development Lead	$176.00
Web Team Development Lead	$176.00
Senior Project Manager/Business Analyst	$176.00
Documentation and Training Specialist	$154.00
Support Specialists	$136.00
Project Manager(s)	$136.00
Configuration Specialist(s)	$124.00
Foreign Language Consultant	$124.00

Travel Costs (per person)

Airfare	Simple reimbursable. Lowest prices seat, not in middle seat, not in last 5 rows, with bag check. Extra leg room if traveler is over 6 feet.
Parking	Simple reimbursable based on charges from airports.
Auto Rental	Simple reimbursable for mid-size auto. Includes gas charges.
Vehicle Miles	$0.585 / mile (does not apply to auto rental)
Lodging	Simple reimbursable, usually at Courtyard or similar motel/hotel.
Food	$59 per day ($14 breakfast; $16 lunch; $29 dinner)

Exhibit E – Support and Maintenance Policies.

Services

Support and maintenance services include the following:

- Maintain the Software in good working order and properly functioning to handle its intended use.

- Provide the Municipality with phone and email support in the use of Software, its components, and its configuration.

- Provide the Municipality with quality level of support and confidence in both the Software and Davenport's ability to provide timely and accurate resolution to any issues or questions.

- Provide the Municipality with software error fixes and any major updates of the Software, including existing documentation, help materials, user manuals, and tutorials for new functionality.

- Provide the Municipality with new data reports at its request.

- Provide the Municipality, upon request, with one day of on-site services, subject to customer paying travel costs, which are a simple reimbursable.

Definitions

Term	Definition
Davenport	The Davenport Group USA, Ltd
Municipality	The Municipality currently under a maintenance and support agreement with Davenport on behalf of whom the ticket was submitted
SR	Service Request
PM	The Davenport Project Manager for the Municipality
SDC	The Davenport Software Division Chief
ADL	The Davenport Application Deployment Lead
LSS	Lead Support Staff
RTD	Required Ticket Details - Stage, Deployment Location, Release Version, etc.

Terms of Service

- The Municipality shall provide Davenport with VPN or equivalent form of remote access to Davenport application and web servers and access to the production database.

- Davenport reserves the right and ability to patch and update the Software applications.

- Davenport performs all database and application updates required by the Software.

- Davenport is responsible for maintaining daily database and system backup policies and procedures.

- Davenport is responsible for maintaining server operating systems, network infrastructure, and network security.

- The Municipality is required to designate as a point of contact a representative with decision-making authority.

- SRs are processed solely and exclusively through Davenport's eTicket system.

- The Municipality help desk will provide first level support to the Municipality's users of the Services.

- Any new software case types configured by Davenport constitute a change in scope and may incur additional fees.

- Any new data migration sources constitute a change in scope and may incur additional fees.

- Any new third-party integration requirements constitute a change in scope and may incur additional fees.

- Custom code not tested and accepted by Davenport is outside the scope of this Agreement.

- The Municipality shall provide and coordinate specifications for 3rd party integration from independent vendors and ensure a timely response to requests from Davenport.

- For new report requests, or modifications to an existing report, the Municipality agrees to provide notice to Davenport with the new report template in Microsoft Excel at the time of the request.

- New parcel, owner, or address update requests. Require thirty (30) business days for Davenport to program, test, and deploy the data update.

Service Requests

Sources

Phone Calls. Phone calls that are received via our 800 number (800-640-0373) are routed throughout our organization and will be picked up and responded to by the next available person.

Calls placed by the Municipality to a staff person's direct line or cell phone are not subject to the response times defined herein (*Table A*). That individual may be out of the office, in a meeting, traveling, or unavailable, and will respond to the Municipality at the first available opportunity.

Web Submissions. SR submissions via the eTicket website will be answered by the next available person or the LSS.

Email Submissions. SR emails sent directly to a Davenport staff person's email are not subject to the response times defined herein. However, the individual will use best effort to respond to the email within the provided response times defined in *Table A*. If the individual is on-site with another Municipality, away from the office, in meetings, or otherwise unavailable, he or she will respond to the Municipality at the first available opportunity.

Municipality Priority

The Municipality will classify SRs into High, Medium and Low Priority. The Municipality is to reserve High Priority for SRs related to errors with existing functionality in the software solution that are preventing the Municipality from substantially performing important required daily activities. Low priority items are for issues that are not related to current fundamental functionality of the software or do not substantially affect the required daily use of the program. Examples of the later are a product enhancement request, the presence of a command button that is no longer working but doesn't prevent anyone from doing their work, or the mislabeling of a text box. Davenport will use the Municipality Priority level as a preliminary indication of the severity of the ticket.

Davenport Response

Responses to SRs submitted via the toll-free support line or eTicket website are to be provided to the Municipality within 30 minutes (see *Table A*). It is the responsibility of Davenport to categorize the SR according to *Table A*.

All SRs submitted via the toll-free support line and eTicket website, between the hours of 7:00 AM CST and 7:00 PM CST, Monday through Friday, should be responded to in accordance with *Table A*. High Priority SRs outside of those hours shall be addressed as expeditiously as practical. Other SRs outside of those hours should be handled immediately by the LSS at the start of the next business day.

It is the responsibility of the responder to create an eTicket for SRs when the Municipality has not created an eTicket.

Davenport Categorization

Davenport is responsible for reviewing the nature of the problem, the priority assigned by the Municipality and determining how to classify the issue. Response times for SRs submitted via the toll-free support line or eTicket website are set out in the Table A below. The following classifications exist for categorizing SRs:

Table A

SR Category	Description	Response Time	Remedy Time*
Error Fix			
Critical	Errors in existing, important functionality without a work-around, which prevent the Municipality from performing required daily activities	30 min	4 hrs
Significant	Errors in existing, important functionality, which has a work-around or does not prevent the Municipality from preforming required daily activities	30 min	10 days
Minor	Error in existing functionality which are neither Critical nor Significant	30 min	TBD
Configuration	Requests for changes to the current configuration of the implemented solution in the Municipality's environment.	30 min	TBD
Feature Request	Requests for additional functions, features, or enhancement to software or solution components	30 min	TBD
Forms and Reports	New form or report request (errors in existing forms or reports are handled as Error Fixes)	30 min	30 days
Documentation	Request for additional software documentation	30 min	30 days
Inquiry	A question about the software not related to an immediate action item request to Davenport.	30 min	TBD

Best effort should be given to resolve or remedy the issue within the given timeframe.

Davenport responder is responsible for assigning the SR a Category.

a. Error Fix

Until such time as a Davenport Categorization is assigned, the responder will stay on the call, or pass the call, with an explanation to one of our other tech staff with more expertise in the subject area.

Critical Error Fix: This is top priority until the matter is resolved, or a workaround established. For Critical Error Fixes under which Davenport has control and authority

to remedy, best effort will be provided to resolve the issue within the target timeframe and to stay on the SR until such time as a resolution is in place.

Significant Error Fix: SRs identified as Significant are deemed a priority and receive best effort to identify an immediate path to resolution, taking precedence over Minor Error Fix SRs.

Minor Error Fix: Minor Error Fixes shall be investigated, and best effort provided to identify a path to resolution. Staff will attempt to resolve based on current resources, update schedules, and other SR priorities.

Note: If the SR is hardware related or related software not maintained by Davenport, the Davenport PM will consult with the Municipality to identify a path to resolution. These issues are typically referred to the Municipality's Information/Technology (IT) department or may require the Municipality's approval to resolve.

b. Configuration Requests

SRs involving configuration changes to the currently installed solution on the Municipality's environment are classified as a Configuration Request. A Configuration Request does not involve issues related to errors or new functions being added to the system. Examples of Configuration Requests are altering a case workflow, updating a fee calculation, or requiring new data entry points on a case. All configuration changes must be approved by the Davenport PM and the Municipality PM. Substantial configuration change requests may incur additional costs.

c. Feature Requests

SRs will be classified as a Feature Request if a resolution will involve adding features or functions which are not currently part of the solution. SRs involving requests for future functionality are assigned to the Davenport PM. The PM coordinates with the SDC and ADL where they are prioritized, and a determination made if they should be addressed and within what timeframe. The PM, SDC, and ADL weigh several factors into consideration, including the impact and integration into the overall software design and architecture, the impact of the change on existing functions and other municipalities, the documentation and training required to support the change, the development time required to implement, test, and deploy the change, and many more factors. No promises are made that a Feature Request will be implemented, or, similarly, will be implemented by a specific time. Although we have a schedule for releasing upgrades and determining what functionality will be included, it is always possible that planned functionality may not pass final testing or might otherwise be deleted from a release at the last minute. If the Municipality desires particular Future Functionality, it is encouraged to enter into a contract with Davenport to add that functionality and not assume that it will be added at a future release.

d. Forms and Reports

Forms and Reports SRs are for the design of new forms, new reports, or the customization of an existing form or report. The Municipality has the responsibility to provide a Template at the time of the SR for any new form or report request. Forms and Reports SRs maybe subject to a $200.00 Development and Design fee.

e. Documentation

SRs requesting new documentation on software or features therein may be subject to additional fees.

f. Inquiry

Inquiry-related SRs are typically questions and answers communicated through SRs on the eTicket site. These SRs are largely void of action items to be performed by Davenport.

Resolution

When a matter has been resolved, the Municipality will be notified that the SR has been resolved. Upon resolution, the SR may be closed, or Davenport may wait for a Municipality response. Please note that the Municipality's response to an SR or SR notification will reopen a closed SR. Davenport will make a best effort to ensure the Municipality is comfortable and understands the resolution and/or any implications or conditions outlined in the SR resolution.

Escalation

In the event the Municipality is unhappy with the progress being made on a SR, the matter may be referred to the SDC, then to the President, and finally to the Board of Directors.

Revision Date: _____   Effective Date: _____