

# EXHIBIT A

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH PERFECTMIND TECHNOLOGY, INC.  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Perfectmind, Inc., a British Columbia Corporation. ("Consultant" or "Perfectmind").

## RECITALS

- A. City desires to replace its current recreation management software.
- B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibits A, C and D to the Agreement.
- C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.
- D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

## AGREEMENT

**NOW, THEREFORE**, City and Consultant agree as follows:

### 1. SCOPE OF SERVICES

- a. Consultant shall provide to City the services described in Exhibits A, C and D ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibits A, C and D. Exhibit A, C and D are attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and are not intended to, and shall not be construed so as to otherwise modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.
- b. Upon completion of the services described in Exhibit A, Consultant's hosted software platform (the "Platform") with the features and functionalities described in Exhibit A, shall be configured and made available to City as provided herein. City agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by Consultant.
- c. Except as expressly otherwise provided in this Agreement, including exhibits, the

Platform and the services are provided on an “as-is” and “as-available” basis and Consultant does not guarantee that the Platform will function error-free or uninterrupted. City acknowledges that Consultant does not control the transfer of data over communications facilities, including the internet, and that the service provided under this Agreement may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Consultant is not responsible for any delays, delivery failures, or other damage resulting from such problems. There are no representations, conditions or warranties other than those expressly provided in this Agreement. The conditions, representations and warranties expressly set out herein are in lieu of, and Consultant expressly disclaims, all conditions, warranties and representations, express, implied or statutory, including implied conditions, warranties or representations in respect of quality, conduct, performance, reliability, availability, merchantability or fitness for a particular purpose, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever, to the maximum extent permitted by applicable law.

## **2. COMPENSATION**

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. From time to time in the reasonable discretion of Consultant, Consultant shall submit statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall be consistent with the rates and amounts shown in Exhibit B. The rates and amount shown in Exhibit B are exclusive of any applicable sales, use, value-added and other taxes of similar nature, and City acknowledges and agrees that it will be responsible for paying all such taxes, if applicable.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses (except those travel expenses expressly permitted herein), telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant’s invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred and seventy thousand two hundred and forty dollars and zero cents (\$370,240.00). The City’s Chief Financial Officer is authorized to pay all proper claims.

## **3. DOCUMENTATION; RETENTION OF MATERIALS**

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized

representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

#### **4. INDEMNITY**

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

#### **5. LIMITATION OF LIABILITY**

Neither party will be liable to the other for any indirect, incidental, special or consequential damages of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of business, loss of management or operation time and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such claims. The entire liability of each party to the other party for direct damages from any cause whatsoever, and regardless of the form of action or the cause of action, whether in contract or in tort (including negligence), strict liability, breach of a fundamental term, fundamental breach, indemnity or otherwise in connection with this Agreement will be limited to \$300,000 (three hundred thousand dollars).

#### **6. INSURANCE**

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City

shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 7 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Consultant agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the named insureds.

## **7. ASSIGNMENT**

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Notwithstanding the foregoing, Consultant may assign this Agreement to its corporate affiliates and to its successors through mergers or acquisitions upon reasonable notice to City. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

## **8. NOTICES**

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail or Canada post to:

City Representative:

Nanette Smejkal  
Director of Recreation & Parks  
55 Stony Point Road  
Santa Rosa, CA 95401  
707-543-3292

Consultant Representative:

Farid Dordar – CEO  
Perfectmind Technology, Inc.  
110- 980 West 1<sup>st</sup> Street  
North Vancouver, BC, V7P 3N4



## **9. INDEPENDENT CONTRACTOR**

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 or such other forms as may be required under applicable Canadian laws for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results. To the extent that Consultant obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 9 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

## **10. ADDITIONAL SERVICES**

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

## **11. SUCCESSORS AND ASSIGNS**

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

## **12. TERM, SUSPENSION, TERMINATION OF AGREEMENT FOR DEFAULT**

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time after the completion of the fifth year of the term of this Agreement to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

c. If at any time 1) Consultant fails to conform to the requirements of this Agreement; 2) Consultant seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Consultant which may interfere with the performance of this Agreement; or 4) Consultant has failed to supply an adequate working force, or products of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Agreement, which default is not fully corrected or remedied to the reasonable satisfaction of City within twenty (20) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Agreement. Any cost or expense incurred by City arising out of Consultant's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Consultant without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

d. City shall have the right to extend the service agreement for an additional five years as set forth in Exhibit B.

## **13. TIME OF PERFORMANCE**

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2022.

## **14. STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently

practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from City as to the reasons therefor.

## 15. CONFLICTS OF INTEREST

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Consultant agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

## 16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

\_\_\_ yes  no (check one)

If "yes" is checked by the City, Consultant shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants"; and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

## **17. CONFIDENTIALITY OF CITY INFORMATION**

During performance of this Agreement, Consultant may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONSULTANT INFORMATION**

- a) City shall have full ownership and control, including ownership of any copyrights, of all information provided by City to Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- b) Consultant shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Consultant not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- c) All proprietary and other information received from Consultant by City, whether received in connection with Consultant's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to



Consultant of any request for the disclosure of such information. Consultant shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Consultant shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- d) The parties understand and agree that any failure by Consultant to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **19. MISCELLANEOUS**

- a) Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.
- b) Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.
- c) Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at [www.dir.ca.gov](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.
- d) CITY requires that all City telecommunication services, websites and web-based applications and services are accessible to, and usable by, persons with disabilities. CONTRACTOR shall provide all electronic, telecommunication, and information technology products and services to be provided under this Agreement in conformance with title 28, Part 35 of the Code of Federal Regulations, 28 C.F.R. §§ 35.130, et seq., and the accessibility standards set forth in Section 508 of the Rehabilitation Act of 1973, as amended. Section 508 standards are viewable at: <http://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-section-508-standards/section-508-standards>.
- e) Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed,



color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

- f) **Governing Law; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.
- g) Neither party shall be liable to the other party for damages for any delay or failure of delivery arising out of an event of Force Majeure, "Force Majeure" means circumstances beyond a party's reasonable control, including without limitation, acts of God, acts of State or Federal government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems or Internet failures or delays that are prevalent through a large geographical area or a large segment of the Internet.
- h) **Waiver of Rights.** Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
- i) **Incorporation of Attachments and Exhibits.** The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

## **20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of British Columbia, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: PerfectMind

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signatures of Authorized Persons:

By: Vahid Shababi

Print Name: Vahid Shababi

Title: VP, Sales & Marketing

By: \_\_\_\_\_

Print Name: Willi Sameir

Title: COO

APPROVED AS TO FORM:

Angela Casagrande, Esq.

Office of the City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

City of Santa Rosa Business Tax Cert. No.

9997051550

Attachments:

- Attachment One - Insurance Requirements
- Exhibit A - Scope of Services
- Exhibit B - Compensation
- Exhibit C - Service Levels
- Exhibit D - Scope of Service Summary

## **EXHIBIT A SCOPE OF WORK**

### **PLATFORM**

Perfectmind is a profile-based platform as a service (PaaS) platform that can accommodate users (full time, part-time, front end, and back end) that are able to log in simultaneously. The City's licensing will include an unlimited number of users to fully utilize the system. Based on information provided by the City of Santa Rosa, a description of the proposed services is subject to change but include the following: discovery, requirement gathering, design, configuration, data verification, testing, implementation, training, and deployment.

#### **Perfectmind's Platform will include the following features and functionalities:**

- Built-In Reporting Engine to help the customer create reports and utilize standard reports.
- Integrated Workflow Engine to generate workflows to streamline processes and communications
- Business App Store to further expand the uses of the system.
- Open API that enables adaptable integration with external apps, interconnectivity and collaboration across platforms
- Data Security, Auditing and Permissions to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- Multi-Site Management & Reporting allowing the City to manage multiple sites from one account.
- 24 x 7 Customer Service operation support using live agents/chat/email.

#### **Recreation Management Features:**

- **Facility Booking and Scheduling**  
Perfectmind facility booking has conflict and contract management tools, recurring bookings, equipment and rental inventory, capacity management and more. Staff and members can schedule events online or on-site. Perfectmind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**  
This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**  
Staff can create, save, print, upload and manage documents for the organization in the cloud. With the ability to sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.

- **Staff Management**  
Staff can view all staff schedules in one master calendar. Perfectmind provides staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**  
Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate the City's needs. Intelligent conflict management gives staff the flexibility to readily make changes to events.
- **POS and Inventory Management**  
Ability to sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Ability to track purchase orders and inventory.
- **Attendance Tracking and Check-in**  
Allows customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**  
Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. Ability to also view multiple facilities, locations and courses.
- **Marketing**  
A built-in, fully-functional email solution replaces the need for any additional email applications so the City can streamline marketing for programs, campaigns, and personalized operation emails. Staff also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**  
Ability to schedule automated and recurring tasks with alerts to stay up-to-date, organized and focused. Staff can set reminders based on predefined or custom triggers.
- **Reports**  
Perfectmind's built-in reporting engine enables staff to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**  
To keep track of clients and contacts including organizations and families.

**Custom developed features:**

As part of configuration for The City of Santa Rosa, and included in the price quoted, Perfectmind will develop three automated exports from their system and interface them with our SunGard Financial Solution. These exports are:

- **General Ledger Financial Export**  
Set to run automatically, nightly, exporting all financial postings to City's financial system
- **Instructor Payroll Export**  
Set to run weekly, capturing all payment information for checks to be processed – ready to be exported by the City to its financial system (no automatic export)
- **Check Refund Export**  
Set to run weekly, capturing all of the refund recipient's information checks to be processed -- ready to be exported by the City to its financial system (no automatic export)

In addition to all of the features and functionalities listed above, the configured system ready for go-live will have all of the functionalities that were listed as available in Perfectmind's response to the Request for Proposals and those listed in the RFP Scope of Service Summary Worksheet included as "Exhibit D."

### **SCOPE OF WORK**

#### **Scope/Project Management and Planning**

Perfectmind will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated City of Santa Rosa project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, Perfectmind will assign appropriate staff to complete the deliverables and timeline described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

#### **Timeline**

The City of Santa Rosa is planning to implement the solution with the following estimated timeline. Perfectmind is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

January 2017	Contract Signature
January 2017	Project kick off



February 2017	Project Initiation
April 2017	Software Configuration and Reports
April 2017	User Acceptance Testing
May 2017	Data Conversion
July 2017	Training and Documentation
August 2017	Go-live

### **Technical Requirements**

Perfectmind will provide a SaaS solution, the only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to City of Santa Rosa during the implementation phase).

### **Customer Testing**

Perfectmind will develop a test plan for City of Santa Rosa that covers system and functional, testing. After all of the components of the system have been completed, City of Santa Rosa will conduct system and functional testing. City of Santa Rosa will report any defects to Perfectmind immediately for correction. If any defects are found, Perfectmind will provide a plan to achieve acceptance or to make corrections or replacements.

### **Training**

Perfectmind will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). Perfectmind will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
  - Security Settings
  - Workflow Development
  - Report Development
  - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
  - Contact/Account Management
  - Store/Point of Sale Training
  - Membership Management
  - Attendance Tracking
  - Billing Management
  - Activity/Program Registration
  - Facility Rental
  - Appointments and Private Lesson scheduling
  - Marketing
  - Staff Management
  - Accounting
  - Document Template creation and configuration

### **Troubleshooting**

Perfectmind will provide technical assistance to Customer's IT staff on the operation of the system. Perfectmind will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to Perfectmind.

### **Post-live Support**

Perfectmind will provide full application support during the week of go-live. Perfectmind's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

### **Future Services**

The ability to provide the services/products in this section may be required in the future. Customer may request to add similar services or products in the future, including but not limited to:

- New features or;
- Features that were identified as Custom
- Additional Reports

and such similar services and products will be provided by Perfectmind upon Perfectmind and Customer negotiating and entering into Statements of Work providing for same.

### **Terms of Use**

PerfectMind shall issue accounts, or permit City to issue accounts, to individuals selected by City as account-holders for using the Platform. Only account-holders may access or use the Platform and each account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "Account"). The rights of an account-holder may not be used by more than one individual, unless the Account of the account-holder is reassigned in its entirety to another account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. City acknowledges and agrees that City:

- (i) is fully responsible for Accounts assigned by or at the request of City and the acts and omissions of each account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts assigned by or at request of City.
- (ii) shall notify PerfectMind as soon as practicable after obtaining or receiving any knowledge of (A) any unauthorized use of an Account or any password related to an Account, or (B) any other breach of security with respect to an Account, provided that such notification will not negate City's liability for any unauthorized use of an Account or password until such time as PerfectMind can be reasonably expected to take corrective measures; and
- (iii) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMind from time to time and to promptly update such information when any changes occur.

City shall (i) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (ii) be solely responsible for the accuracy, quality, integrity and legality of any data and content the City stores on or uploads to the Platform (together "City Data"), and of the means by which City Data is acquired and used, including compliance with all personal information privacy laws and

regulations and ensuring that no third party intellectual property rights are infringed; (c) use all commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMind promptly of any such unauthorized access or use; and (d) use the Platform only for the purpose of operating City's parks and recreation facilities, in accordance with the documentation for the Platform.

City shall not:

- (i) make the Platform available to anyone, or permit anyone to access the Platform, other than account-holders;
- (ii) license, sublicense, sell, resell, transfer, assign, distribute, rent, lease or time-share the rights granted to City under this Agreement to use the Platform, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;
- (iii) use the Platform in any manner or for any purpose (A) that contravenes, facilitates the violation of, or violates any applicable laws; (B) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (C) that interferes with or disrupts the integrity or performance of the Platform;
- (iv) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (v) post, upload, reproduce, distribute or otherwise transmit on the Platform (A) defamatory, infringing, indecent or unlawful software, materials or information, or (B) inappropriate, profane, or obscene software, materials or information without suitable or lawfully-required access controls;
- (vi) disable or circumvent any access control or related process or procedure established with respect to the Platform; or
- (vii) remove any copyright or other proprietary or intellectual property rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;
- (viii) use Perfectmind for video file storage or backup of any sort.

City acknowledges and agrees that PerfectMind may from time to time establish general practices and limits concerning the use of the Platform, including: the maximum size of City Data that may be stored on Platform (the "Storage Limit"); the maximum number or of emails and amount, speed and type of the City data and content, that may be sent from or received using the Platform (the "Usage Limit"). Such general practices and limits may be posted on PerfectMind's website or otherwise made available through the Platform. The City agrees that City's usage may not exceed such limits, and that it is City's responsibility to monitor its usage of the Platform. PerfectMind covenants that the Storage Limit and the Usage Limit set for City will not be less than the following:

- Storage: 80GB (\$160 per month for every additional 80GB blocks of storage)
- Accountholders: Unlimited
- Email: 50,000 emails per month (\$200 per month for additional 50,000 emails)

**Deliverables and Service Acceptance**

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

**Acceptance Form A- Project Kickoff (Milestone 1)**

**Purpose**

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

**Deliverables**

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
  - Setup of Customer’s production environment on the cloud
  - System setups including backups and retentions
  - Database security setup
  - Setup of the monitoring tools and systems on Customer’s database
  - Basic configuration of the database with Parks and Rec Modules
- To be completed no later than January 31, 2017

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Acceptance Form B - Project Initiation (Milestone 2)**

**Purpose**

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

**Deliverables**

- Discovery phase, which will inform the detailed work breakdown structure and includes:
  - Existing database system discovery
  - Business process review and gap analysis
  - Activity registration overview
  - Facility configuration overview
  - Membership management overview
  - Store and point of sale overview
  - Marketing overview
  - Accounting configuration

The Discovery phase may involve multiple meetings and communications to clarify and assist Perfectmind in understanding the above areas further.

- Project work breakdown structure includes:
  - Tasks and durations
  - Scheduling
  - Resourcing and assignments
  - Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
  - Communications requirement
  - Project reporting requirements including the frequency and details of the status reports
  - Issue list/tracker requirements
- To be completed no later than January 31, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties)

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance Form C – Software Configuration and Reports (Milestone 3)**

**Purpose**

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

**Deliverables**

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Configuration and creations of the reports
- To be completed no later than April 30, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties)

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance Form D – User Acceptance Testing (Milestone 4)**

**Purpose**

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

**Deliverables**

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports
- Custom developed financial system exports (General Ledger, Instructor Payroll & Check Refunds, provided that Instructor Payroll files and Check Refund files will be ready for export by the City to its financial system and will not be automatically exported)
- To be completed no later than April 30, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties)

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance Form 3 – Data Conversion (Milestone 5)**

**Purpose**

The purpose of the Data Conversion Acceptance Form is to confirm that the data converted is complete and Accepted by Customer.

**Deliverables**

The data conversion is completed and Accepted by Customer.

**Acceptance Criteria:**

Perfectmind has provided a detailed Data Conversion Plan that, at a minimum includes:

- Description of Perfectmind’s data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system’s database
- Documentation to be used for data transformations from legacy data code tables to system’s database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations
- To be completed no later than May 31, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties))

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Acceptance Form F - Training (Milestone 6)**

**Purpose**

The purpose of the Training Acceptance Form is to confirm that the training is complete.

**Deliverables**

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from Perfectmind.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.
- To be completed no later than July 31, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties)

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**Acceptance Form G - Go-Live (Milestone 7)**

**Purpose**

The purpose of the Final Acceptance Form is to confirm that the system is operational.

**Deliverables**

The final data conversion has been completed and the system is pushed to the Production environment. To be completed no later than August 1, 2017 (this date is subject to change based on the findings during the Discovery phase, as agreed upon by the project teams of the parties)

The work was completed on \_\_\_\_\_ and accepted by Customer.

Accepted by:

(City of Santa Rosa): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

(Perfectmind): \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**  
**TERMS OF COMPENSATION**

**PLATFORM FEES**

The fees for the Platform use will be as follows:

**Implementation Fee: \$78,700**

Implementation fee is comprised of Project Management, Discovery/Process Review, Configuration, Training, Custom Development/Integration, Data Migration and Go-Live Fees. Implementation fee to be paid one time in installments in accordance with the "Fee Payment Schedule" table below.

**Implementation Fee & First Year SAAS Fee Payment Schedule**

<b>Target Dates</b>	<b>Milestones &amp; Deliverable</b>	<b>Amount</b>	<b>Payment Date</b>
January 2017	<b>Upon signing of the agreement</b> <ul style="list-style-type: none"> <li>• Contract Signature and Execution</li> </ul>	\$27,545	Upon signing of the Agreement
January 2017	<b>Project Kick off (Milestone 1)</b> <ul style="list-style-type: none"> <li>• Planning of the project kick off/discovery session</li> <li>• Resourcing and Scheduling for the discovery phase</li> <li>• Preliminary review of the requirements by the project team prior to the first meeting</li> <li>• Creation of the live production environment</li> </ul>		
February 2017	<b>Project Initiation (Milestone 2)</b> <ul style="list-style-type: none"> <li>• Discovery phase</li> <li>• Project work breakdown structure</li> <li>• Initiation of tasks listed under "Scope/Project Management and Planning"</li> </ul>		
March-April 2017	<b>Software Configuration and Reports Creation (Milestone 3)</b> <ul style="list-style-type: none"> <li>• Application configuration and setup</li> <li>• Security and roles configuration</li> <li>• Setup workflows and business rules</li> </ul>		

	<ul style="list-style-type: none"> <li>• Configuration and creations of the reports</li> <li>• General Ledger, Check Refund, and Instructor Payment Export configuration and integration</li> </ul>		
TBD	<b>User Acceptance Testing (Milestone 4)</b> <ul style="list-style-type: none"> <li>• System functions</li> <li>• Work flows and business rules</li> </ul> Reports	\$31,480	Upon completion of Acceptance Form D
TBD	<b>Data Conversion Acceptance Testing (Milestone 5)</b> <ul style="list-style-type: none"> <li>• Partial Data Conversion</li> </ul>		
July 2017	<b>Training (Milestone 6)</b> <ul style="list-style-type: none"> <li>• System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.</li> <li>• System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.</li> <li>• End users have been trained on all aspects of the system and can complete tasks within the system.</li> <li>• Training materials and online learning center access have been delivered</li> </ul>	\$58,308	This payment is not tied to any acceptance form and is due on July 1 <sup>st</sup> , 2017
August 2017	<b>Go-live (Milestone 7)</b> The system is pushed to the Production environment and customers can register for programs and reserve facilities online.	\$19,675	Upon completion of Acceptance Form G
<b>Total</b>		<b>\$137,008</b>	

\*Dates are subject to change based on "Project Initiation" Phase.

PerfectMIND will invoice City of Santa Rosa for the Professional Services in accordance with the above table and City of Santa Rosa will pay each invoice within sixty (60) days after the delivery of the invoice.

**Annual Software as a Solution (SAAS) Fee: \$58,308**

Timeline for payments:

Year One (from July 1, 2017 to June 30, 2018): Included in the Professional Service Fees

Year Two (from July 1, 2018 June 30, 2019): \$58,308

Year Three (from July 1, 2019 to June 30, 2020): \$58,308

Year Four (from July 1, 2020 to June 30, 2021): \$58,308

Year Five (from July 1, 2021 to June 30, 2022): \$58,308

PerfectMIND will invoice City of Santa Rosa for annual SAAS fees at the beginning of each 12 month period, and City of Santa Rosa will pay each invoice within sixty (60) days after the delivery of the invoice;

The City of Santa Rosa retains the right to extend the contract and service agreement for an additional five years if desired. Annual SAAS Fee will not increase more than 20% (not to exceed \$69,970 annually) for the next five years. If this option is elected, the timeline will be as follows:

Year Six (from July 1, 2022 to June 30, 2023): Fee not to exceed \$69,970

Year Seven (from July 1, 2023 to June 30, 2024): Fee not to exceed \$69,970

Year Eight (from July 1, 2024 to June 30, 2025): Fee not to exceed \$69,970

Year Nine (from July 1, 2025 to June 30, 2026): Fee not to exceed \$69,9670

Year Ten (from July 1, 2026 to June 30, 2027): Fee not to exceed \$69,9670

## **TRAVEL FEES**

The above fees for service will include a minimum of five days that Perfectmind staff will be onsite in Santa Rosa during two (2) trips which includes all travel, living or any other out-of-pocket expenses incurred by providing Professional Services. These days will be determined at the Project Kick-Off Meeting. If additional onsite staff days are needed, City shall pay to Consultant a flat rate of \$550 per day for each employee or subcontractor of Consultant who provides on-site services to City, to cover accommodation, meal, local transportation, professional services and other out-of-pocket expenses, except travel (airfare) expenses. City shall reimburse Consultant for all reasonable travel (airfare) expenses incurred by Consultant to send its employees and subcontractors to City's site. All such travel (airfare) expenses for which Consultant seeks reimbursement shall be supported by documentation in a form reasonably acceptable to the City.

**RATE FOR PROFESSIONAL SERVICES**

<b>Optional Services</b>	<b>Unit Price</b>	<b>Description</b>
Data Migration	\$150/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importing. Anything beyond will be charged at this rate.
Professional Services	\$150/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	\$250/hr	Processing Integration with the Customer's preferred payment processor.
Training	\$150/hr	Any future additional training requested outside the Statement of Work.
Development	\$250/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND in providing Professional Services. Customer will reimburse PerfectMIND for all reasonable travel, living and other out-of-pocket expenses incurred by PerfectMIND's employees and permitted subcontractors in providing the Professional Services. All such expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer.

## EXHIBIT C SERVICE LEVELS

### PLATFORM UPTIME

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "Operation Hours" means 6 am to midnight Pacific Time, seven days a week.

Perfectmind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against Perfectmind's required system uptime performance levels.

Perfectmind may, upon not less than seven (7) days' prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours ("Planned Maintenance"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of Perfectmind's direct control in which case Perfectmind will provide as much notice as is practicable. Planned Maintenance will apply against Perfectmind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "Maintenance Window" means between 12:01 am and 6:00 am Pacific Time on any day.

### TECHNICAL SUPPORT

Following the reporting of a problem by Customer's technical support personnel either via phone call or email Perfectmind's technical support, Perfectmind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	<b>85%</b> of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	<b>95%</b> of the escalated calls to level II are addressed within the first call



The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below
--	---	---

Service Level Agreement		
Incident Level	Description	Resolution Time
<b>Critical</b>	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> <li>- Complete inability to use the Platform; or</li> <li>- A reoccurring temporary inability to use the Platform</li> </ul>	Within the <u>same business day</u>
<b>High</b>	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> <li>- A significant degradation of the significant features or functions available or the Platform</li> <li>- Recent modifications to the Platform cause some significant features or functions to operate inconsistently</li> </ul>	Within <u>24 hours</u>
<b>Low</b>	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> <li>- A minor degradation of some significant features or functions; or a degradation of some secondary features or function occurs</li> </ul>	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

## EXHIBIT D -SCOPE OF SERVICE SUMMARY

### *b. RFP Scope of Service Summary Worksheet*

Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
<b>Client/Organization Database</b>				
Client/Organization Database	12	X		
Ability to merge duplicate accounts	13	X		
Ability to search for clients by multiple criteria and partial information	13	X		
Ability to place account/clients alerts	2, 19, 45	X		
<b>Point of Sale</b>				
System in place to create Price Lookup (PLU) Items and sell without collecting personal account information	15	X		
Has ability to link POS transactions to client's account to use account credit	32	X		
Generates a receipt	16	X		
Ability to sign receipt digitally	-			X
Kicks open cash drawer after sale	52	X		
Inventory system that catalogs and displays live counts of items in stock	15	X		
Touch Screen Functionality/Layout	17	X		
Ability to have multiple layouts for different POS Sites	15	X		
Ability to group items for sale	-			X
Ability to differentiate taxable versus nontaxable items	16	X		
Ability to include tax in the price of the item	16	X		
Ability to create terminal specific receipts	16	X		
<b>Membership Pass Validation/Management</b>				
Ability to manage various membership types customers	17	X		
Membership plans include monthly, annual and punch pass	17	X		
Ability to utilize scanners to validate passes in the system	2, 17, 50	X		
Ability to run batch renewal for designated pass holders	12, 18	X		
Ability to design/create and print sturdy cards	17	X		
<b>Program Registration &amp; Management</b>				
A system that can create and manage courses for registration of patrons	19-20	X		
Ability to rollover groups of activities or single classes from season to season	19-20	X		
Ability to set course specific prompts to be answered by patrons	19	X		



Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
Ability to apply specific fees to designated client groups (e.g. Resident/Non Resident)	33	X		
Ability to set client eligibility parameters (e.g. age, passed level 2, etc.)	19-20	X		
Ability to register for a number of spots (e.g. ticket sales)	30-31	X		
Ability to set instructor name and rate of pay	2	X		
Ability to defer revenue for classes/activities	33	X		
Ability to split revenue between multiple revenue accounts	16, 33	X		
Ability to book facility/equipment while creating a course	23-25	X		
Ability to specify internet display date and internet registration dates	23-25	X		
System is integrated to facility booking to prevent double bookings	23-24	X		
Ability to group registrants into groups using prompt answers	-		X	
Ability to waitlist and maintain waitlist of patrons	20	X		
Ability for waitlist function to alert patron/staff when a space becomes available	20	X		
Ability to email receipt to customer or multiple customers/emails	16	X		
Ability to add on donations at time of sale	15-16	X		
Ability to incorporate a loyalty reward program	16	X		
<b>Facility &amp; Equipment Reservation/Management</b>				
A system that can manage multiple rooms and pieces of equipment inside of a complex	23-25	X		
Ability to reserve space and create rental permits	23-26	X		
Ability to create workflows for rental process	23-26	X		
Ability to manage a structure of fees and implement fee changes across multiple rentals (e.g. fee increases to go into effect July 1)	23-26	X		
Ability to set permit fees to be due at different increments (e.g. 30 days prior, immediately, first day of current month, etc.)	23-26	X		
Manage multiple permits for one client and link payments to specific rental	23-26	X		
Ability to rollover/copy open or closed permits	-			X
Ability to retain fees and room setup instructions when changing booking dates	23-26	X		

Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
Ability to create customized views on booking screens	23-26	X		
Ability to easily export rental permit and receipt to pdf	23-26	X		
System has simple facility/equipment availability search function	23-26	X		
Ability to have parent facilities, then multiple layers below parent	23-26	X		
Ability for customers to book facilities online	23-26	X		
Ability to collect a rental deposit separate from the fees and retain a % if needed	23-26	X		
<b>Online Services for Customers</b>				
Online system that in a modern and elegant way displays all classes, events, memberships & facilities and allows patrons to register across all devices	26-30	X		
Patrons have ability to create and update select account information without staff interaction	26-27	X		
Online system has ability to notice duplicate accounts and prevent/merge them	13	X		
Clients have ability to reprint	29-30	X		
Patrons have ability to register for classes online	26-30	X		
Patrons have ability to reserve facilities online including adding a deposit and select extra fees	26-30	X		
Patrons have ability to purchase memberships online	26-30	X		
Staff should have ability to link to particular course, activity and searched webpages	28-29	X		
Content management for online system allowing for course specific pictures and information	28-29	X		
Ability for customers to pay for account balances online that were not initiated online	-		X	
Online signature or verification for card not present transactions	-			X
Online system allows for event ticket sales without needing an account in the system	30	X		
<b>Accounting</b>				
Accrual Accounting System	34-35	X		
Ability to interface with SunGard's IFAS/ONESolution version 7.9.9.21 and above	47	X		
Ability for staff to post Journal Entries	34-35	X		



Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
Ability to search credit card transactions by date, terminal, card number, amount and card type	-			X
Ability to refund by check when payment was taken by credit card Ability to refund payments by check when payment was cash or check	34-35	X		
Ability to refund credit card payments back to credit card it was paid for	34-35	X		
Ability to store default credit card payment options	34-35	X		
System must be PC compliant	36	X		
Ability to segregate by location and terminal	34	X		
Ability for clients to use default/saved payment method across staff modules	34-35	X		
Ability for clients to use default/saved payment method for online transactions	34-35	X		
Ability to pay client/account fees from a GL Account (scholarships)	31, 34-35	X		
Ability to setup payment plans and auto-charge of card on file	34-35	X		
Process for identifying and resolving Accounts Receivable, Accounts Payable, Rental Deposit Holding Account and Trust Account balances	34-35	X		
Sales tax collection and-reporting	34-35	X		
Ability to set global/system wide new tax rates effective date	34-35	X		
Payment processing transaction search detailing method of payment, date/time/location payment was made, amount and whether the transaction was processed by staff or by the customer online	34-35	X		
<b>System Security</b>				
User group definitions and permissions	37	X		
Active Directory Syncing for username and passwords	37-39	X		
Ability to copy user roles from one username to another	37-39	X		
Ability for staff to override permissions mid transaction without logging out	37-39	X		
Security audit function to see when overrides were performed	37-39	X		
Security audit function that shows what permissions individual users have	37-39	X		
Ability for system to lock out after several minutes of inactivity	37-39	X		

Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
<b>Reporting</b>				
Detailed and customizable reporting system that can grow with our business	40-41	X		
Ability for City staff to create/modify reports without assistance from vendor	40-45	X		
Online calendar of events/classes at our facilities	45	X		
Ability to print/publish select reports and details to the website	29, 45	X		
Ability to export all reports to PDF, Word and Excel (with and without formatting)	47, 51	X		
<b><u>Mandatory Reports listed below:</u></b>				
Receipts for payments	44-45	X		
Daily Cash Balance per terminal	44-45	X		
Price Lookup (PLU) Items Sales	44-45	X		
Group Item Sales	44-45	X		
Facility Schedule with and without setup instructions	44-45	X		
Facility Calendars	44-45	X		
Instructor Contracts generated from course content	44-45	X		
Course Registration Roster & Attendance Sheets	44-45	X		
Mail Merge of course registrants	44-45	X		
Program Status	44-45	X		
Inventory Status and evaluation	44-45	X		
Class lists with prompt answers and options to include varying information	44-45	X		
Waitlist status	44-45	X		
Duplicate Accounts	44-45	X		
Accounts with balance due or credit balance	44-45	X		
Deferred Revenue balance	44-45	X		
Refunds processed	44-45	X		
<b>Administrative Functions</b>				
Instructor Payroll Export	47, 51	X		
Batch Refund Processing and Export to Accounts Payable	16, 47, 51	X		
General Ledger Export	31	X		
Fee structure across modules that can have an effective date be set for price increases, option to update existing bookings or not	31-35	X		



Capability of the System	Page #	Existing Capability	Currently in Development	Not in Development
Ability to interface with and accept payments from NFC enabled devices (Apple Pay, Google Wallet, Android Pay, etc.)	47		X	
Ability to process and input miscellaneous revenue to specific revenue accounts	31	X		
<b>Technical Needs</b>				
Data backup and recovery ability	48-49	X		
Completely hosted system	49-50	X		
External client facing sites should be fully compatible with all major browsers including Safari, Chrome, FireFox and Internet Explorer	50	X		
External client facing site should be fully supported on mobile browsers as well	50	X		
Staff application/site to run on windows 7 and higher machines with IE 11 and higher	50	X		
Staff application/site to run on mobile devices such as iPad or other Tablets	50	X		
<b><u>Data Conversion Ability:</u></b>				
Account Information	47, 51	X		
GL Information	31, 47, 51	X		
Facilities	47, 51	X		
<b>Hardware Interfaces</b>				
<b><u>Ability for system to interface with and utilize the hardware listed below:</u></b>				
Membership Pass Scanner	17, 59-53	X		
Membership Card Printers	17, 59-53	X		
Receipt Printers	17, 59-53	X		
Cash Drawers	17, 59-53	X		
Touch Screens	17	X		
EMV Enabled Credit Card Readers	17, 59-53	X		
Keyboard Key Input for Point of Sale Items	17, 59-53	X		