

PROFESSIONAL SERVICES AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 002604
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND NOHO SOFTWARE (in the amount \$5,000 or less)
THIS AGREEMENT made and entered into at Menlo Park, California, this <u>26</u> day of <u>February</u> , <u>2019</u> , by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and NOHO SOFTWARE, hereinafter referred to as "FIRST PARTY."
It is agreed between the CITY and FIRST PARTY as follows:
1. SERVICES TO BE PERFORMED BY FIRST PARTY
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services for the City of Menlo Park as set forth in Exhibit "A," Scope of Services, attached hereto.
2. AGREEMENT TERM
The term of this agreement shall be from March 4, 2019 to March 4, 2020 unless mutually agreed upon by CITY and FIRST PARTY in writing.
3. COMPENSATION AND PAYMENT
In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," CITY shall make payment to FIRST PARTY in the manner specified herein and in Exhibit "A." This compensation shall be based on the rates described in Exhibit "A." Payments shall be monthly for the invoice amount or such other amount as approved by CITY. City shall have the discretion to approve the invoice and the work completed statement. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges. In the event that the CITY makes any advance payments, FIRST PARTY agrees to refund any amounts in excess of the amount owed by the CITY at the time of agreement termination. CITY reserves the right to withhold payment if the CITY determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed \$2,937.56 unless mutually agreed upon in writing by the CITY and FIRST PARTY.
4. RELATIONSHIP OF THE PARTIES
FIRST PARTY agrees and understands that the work/services performed under this agreement are performed as an Independent Contractor and not as an employee of the City of Menlo Park and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of City employees.

5. INSURANCE AND INDEMNITY

1. General liability insurance:

FIRST PARTY, at its own expense, shall provide and keep in force, commercial general liability insurance insuring against liability for bodily injury and property damage arising out of its work in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of one person in any one accident or occurrence, and in an amount of not less than one million dollars (\$1,000,000) for injury to, or death of more than one person in any one accident or occurrence, and in the amount of not less than one million dollars (\$1,000,000) per occurrence in respect to damage to property. CITY shall be named as an additional insured on Contractor's commercial general liability insurance policy FIRST PARTY shall provide CITY with a certificate of insurance coverage evidencing said coverage, including a copy of all declarations of exclusions, before commencing work.

2. Professional liability insurance:

FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

3. Indemnity:

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

6. NON-ASSIGNABILITY

FIRST PARTY shall not assign this agreement or any portion thereof to a third party without the prior written consent of CITY, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this agreement.

7. TERMINATION OF AGREEMENT

The CITY may, at any time, terminate this agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by FIRST PARTY under this agreement shall become the property of the CITY upon FIRST PARTY'S receipt of final payment and shall be promptly delivered to the CITY. Upon termination, the FIRST PARTY may make and retain a copy of such materials. FIRST PARTY shall be entitled to receive payment for work/services provided before termination of the agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the agreement.

8. WORKERS' COMPENSATION INSURANCE

FIRST PARTY agrees and understands that the CITY does not provide workers' compensation Insurance to, or on behalf of, the FIRST PARTY for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. PAYMENT OF PERMITS/LICENSES

FIRST PARTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

10. NON-DISCRIMINATION

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. FIRST PARTY shall ensure full equal employment opportunity for all employees under this agreement.

11. RETENTION OF RECORDS

FIRST PARTY shall maintain all required records for three years after the CITY makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the CITY, a federal agency, and the State of California.


12. MERGER CLAUSE

This agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the CITY. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit "A" attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

SIGNATURE PAGE TO FOLLOW

This agreement is not valid until signed by both parties.

FOR FIRST PARTY:


Signature

2/21/2019
Date

CHRISTI L DAVIS
Printed name

Director Marketing
Title

95-4088418
Tax ID#

APPROVED AS TO FORM:



William L. McClure, City Attorney

3/6/19
Date

FOR CITY OF MENLO PARK:


Derek Schweigart, Community Services Director

2/26/19
Date

ATTEST:


Judi A. Herren, City Clerk

3/8/19
Date



City of Menlo Park, Belle Haven C.D.C

NoHo CARE for Centers Software (2 Hosted Users)

December 21, 2018 Quote #: 6080

Project Overview

Implementation Planning and Process

NoHo CARE is a software system that is designed specifically to meet the requirements of subsidized childcare administrators. The development of NoHo CARE software began in 1996 with the cooperation of California's leading subsidy program managers and is currently deployed by many agencies Statewide to administrate and track childcare services funded by the California Department of Education. NoHo Software provides a flexible solution to agencies seeking to improve efficiency and compliance practices within their agency.

David Grant, Incorporated (NoHo Software) is a consulting firm founded in 1984 to provide reliable and professional computer programming services to its clients. We established our business reputation by providing superior service and support. Accordingly, to facilitate the implementation of our state of the art software, NoHo will provide a Project Coordinator who will assist your agency in the transition to the NoHo Software platform. The Project Coordinator will identify the computer hardware and security requirements, oversee the installation of the computer software, analyze the data conversion requirements, and assess the training needs of agency personnel. The coordinator will be available for the duration of the project and will continue to be the point of contact for any ongoing consultation and support.

This proposal will present the costs associated with installing and implementing the NoHo system.

18757 Burbank Boulevard
Suite 210
Tarzana, CA 91356
(818) 814-6646
(818) 235-0101 Fax

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PROPOSAL

NoHo CARE for Centers Software (2 Hosted Users)

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NoHo Software

1 **NoHo CARE - One Time Initial License Fee**

800.00_{Tx}

The NoHo CARE for Centers software system grants users access to California's most powerful and flexible subsidized childcare management tool.

Here is a partial feature list of features of NoHo CARE software:

- CDNFS 9500 Attendance Report
- CDD-801A Report
- CDE Notices of Action with Complete History Tracking of Notices Sent
- 9600 Application and Certification of Eligibility
- Food Program Application
- Parent Monthly Billing Statement for both Subsidized and Non-Subsidized Families
- CDNFS 8501 (Attendance and Fiscal Report for State Preschool Programs)
- Many Parent Child Sign-in Formats to Choose From (With the possibility to upgrade to electronic sign in/out feature)
- Enrollment by Funding Source Report
- Attendance by Funding Source Report
- Meal Eligibility
- Child Care Facility Rosters by Classroom
- California State Family Fee Schedule Built-In
- Subsidized and Non-Subsidized (Full-Pay) Family Invoicing Capability
- Generates Receipt for Payment
- Accounts receivable aging report
- Monthly Accounting Statement of Fees Billed
- Yearly summary of Parent fees paid (for Parent Income Tax Info)
- Extensive Demographic Reporting for Families and Children
- Many More Useful Features...

One Time License Fee is:

\$400/User x 2 = \$800

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December 21, 2018 Quote #: 6080

Annual Subscription

1 **NoHo Software Annual License Subscription Fees**

395.00_{Tx}

The annual license subscription must be renewed yearly to legally continue to use the NoHo CARE software system. The subscription agreement entitles NoHo CARE users to FREE UPGRADES. NoHo Software will maintain compliance with State mandated reporting and functionality changes that affects existing NoHo software logic. These updates and enhancements to the NoHo CARE system will be made available free of charge.

Subscription fees are as follows:

01-05 Users = \$395/Year

06 + Users = \$495/Year

Annual Support Fees

1 **NoHo Software Annual User Support Service Fees**

450.00

The annual user support service must be renewed yearly to legally continue to use the NoHo CARE software system. The support agreement entitles NoHo CARE users to all of the following privileges:

1) FREE TELEPHONE SUPPORT: Our courteous and responsive staff will be available for questions pertaining to the operation of the NoHo CARE system during regular business hours, Monday - Friday, 8:30am - 5:30pm, at no charge.

2) FREE WEB SITE SUPPORT: Available to all users of the NoHo CARE system, the NoHo CARE support website features: download of software updates, technical documentation & user guides, on-line support & requests for enhancement, and status reports detailing changes to the NoHo CARE system.

3) ON-LINE SUPPORT: NoHo Software programmers can address operational or technical problems that cannot be resolved by telephone support by using remote control software. An hourly fee is charged for this service subject to the terms and conditions of the consultant's Standard Client-Consultant Agreement.

Annual Support is \$225 per User x 2 = \$450

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Training

Full Day On-Site Training - OPTIONAL

At the agency's option, NoHo Software Consultants are available to implement a training program tailored to the specific needs of the implementing agency. We strongly recommend at least one or preferably two training sessions to familiarize users with the software functionality.

Our consultants may be employed to work in a classroom environment with the end users of the application. Under this type of education program, NoHo Software Consultants would be responsible for educating all users of the software.

Training services include:

- Assessment of agency training needs
- Provision of user manual
- Work with administrative personnel to define and enter setup data
- Provide formal classroom training for staff on all facets of program operation
- Oversee hands-on practice training with staff at workstations
- Train management to design custom reports and use other functionality

Training services are charged at \$2,995 per session including incidentals. A session is defined as a single day of training comprised of a three hour morning class and a three hour afternoon class.

- | | |
|--|-----------|
| 1 Remote Training - OPTIONAL | 1,180.00 |
| <p>At the Agency's option, NoHo Software Consultants are available to provide remote software training via the internet. This requires a high speed internet connection at the agency location. The fee for remote training is \$295/session. A session is defined as 1 hour of remote control training.</p> | |
| 1 Remote Training Discount | -1,180.00 |
| <p>DGI will provide the four hours of remote training at no cost. Additional on site or remote training can be purchased as necessary.</p> | |

NoHo CARE for Centers Software (2 Hosted Users)

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Database Hosting

1 **NoHo Database Hosting Services (OPTIONAL)**

1,188.00

The NoHo Software database may be hosted by the agency or by a professional database hosting service. When an agency does not wish to host the database on their own server, NoHo Software is able to provide database hosting services for a monthly fee. Hosting services are paid annually in advance.

Database hosting provides a zero maintenance system and allows NoHo CARE users to access the application from any device that is connected to the internet. The service includes 99.9% up time, a dedicated MS-SQL database, terminal services, security encryption and secure backup. Hosting also includes all technical services required for installing any NoHo product maintenance releases. NoHo Software uses the combination of a professional database hosting company and NoHo staff technicians to provide the following managed hosting solution:

- * NoHo CARE database upgrade service including labor and technical expertise to keep the version of the software current
- * Firewalling, Patches, Monitoring, Backups, Server Security Hosting Infrastructure
- * Power, Connectivity, HVAC, Facilities, Physical Security, and Core to Edge Network Security
- * 24 hour turnaround time on emergency hardware deployments
- * Less than 1 hour hardware break-fix service level agreement for all equipment
- * 1000 Mb/s network connections, with Gigabit uplinks to core switching infrastructure
- * All power distribution and KVM equipment to your servers
- * Central UPS battery backup power
- * Over 5 megawatts backup power generation
- * Over 600 gross tons of Liebert HVAC units
- * Physical security including cameras and key card access
- * 24 x 7 monitoring of sites, services, equipment, and databases
- * Pro-active response to restore downed services by 24 x 7 on-site support staff

High speed internet service required to utilize NoHo Hosting services.

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NoHo CARE for Centers Software (2 Hosted Users)

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Database hosting fees are as follows:

- 01-02 Users \$ 99/Month
- 03-04 Users \$145/Month
- 05-09 Users \$195/Month
- 10-19 Users \$245/Month
- 20-39 Users \$345/Month
- 40-59 Users \$445/Month
- 60-79 Users \$545/Month
- 80-99 Users \$645/Month
- 100+ Users Call for quote

Taxable Total:	1,195.00
Non-Taxable Total:	1,638.00
Sales Tax (San Mateo County) @ 8.75 %	104.56
Total:	2,937.56

NoHo CARE is compatible with the following browsers:

- Internet Explorer 11
- Mozilla Firefox version 40+
- Google Chrome 52+
- Safari 9.1.2

Workstation Requirements:

- High speed internet - Minimum 5Mbps speed at each computer accessing the database
- PDF reader software

Changes to the scope of work detailed above may result in a change in price. Please contact DGI if you do not receive receipt confirmation within 24 hours. Proposal will be valid for 2 months.

Accepted:

City of Menlo Park, Belle Haven C.D.C

Date



Product Pricing Summary

DGI/NoHo Software licenses software products based on the number of users. Below is the pricing summary for initial year and subsequent years for the CARE product for 2 proposed licensed users.

The price for the software license and support agreement must be paid annually in full for each user's license and support. State sales tax will be added to all applicable purchases. Prices may change upon renewal.

CARE - with Hosting	<u>Year 1</u>	<u>Year 2</u>
User Count	2	2
One-Time License Fee (+tx)	\$ 800.00	
Annual Subscription (+tx)	\$ 395.00	\$ 395.00
Annual Support	\$ 450.00	\$ 450.00
Hosting	\$ 1,188.00	\$ 1,188.00
Sales Tax	\$ 104.56	\$ 345.63
	<u>\$ 2,937.56</u>	<u>\$ 2,378.63</u>

Hosting services provide a zero maintenance system. Labor and technical expertise are included to keep the version of the software current.

Thank you for your interest in the NoHo CARE Software.

We look forward to hearing from you soon.

This pricing sheet is valid through February 2019

CITY OF MENLO PARK
BID WAIVER FORM

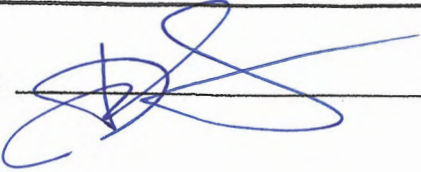
DEPARTMENT: Community Services: Childcare

DATE: 1/16/19

SUPPLIER: Noho Software
STREET ADDRESS: 18757 Burbank Boulevard Suite 210
CITY/STATE/ZIP: Tarzana, CA 91356
PHONE: (818) 814-6646

REASONS FOR WAIVER:
 Emergency Sole Vendor Necessary Standardization Insufficient time for bidding process
 Other: _____
Noho software is chosen as a sole vendor as they are designed & catered to CSPP state funded programs. The data base system is created to support & comply with Title V regulations and family certifications.

PURCHASE DESCRIPTION: Supply Service Equipment
To provide central database for the CDC that comply with state regulations. The database provide management tools to track attendance reporting to the state, certification of families, family fees & more.
PURCHASE AMOUNT: \$ 2937.56

DEPARTMENT HEAD AUTHORIZATION: 

DATE: 2/20/19