BILL NO. S-11-11-26

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving PROFESSIONAL SERVICES CONTRACT FOR CITY AND COUNTY JOINT LAND USE PERMITTING COMMITTEE: PROGRAM MANAGEMENT between BRILJENT, LLC and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the PROFESSIONAL SERVICES CONTRACT FOR CITY AND COUNTY JOINT LAND USE PERMITTING COMMITTEE: PROGRAM MANAGEMENT by and between BRILJENT, LLC and the City of Fort Wayne, Indiana, is hereby ratified, and affirmed and approved in all respects, respectfully for:

> program management services for the implementation of the overall City and County Joint Land Use Permitting Project including establishing work programs and implementation schedules for Accela build out, overseeing the implementation of the web portal project, the legislative streamlining, and ombudsman work;

involving a total cost of ONE HUNDRED FORTY-TWO THOUSAND, SEVEN HUNDRED TEN AND 00/100 DOLLARS – ($142,710.00- City share; Total cost of contract not to exceed $285,420.00). A copy said Contract is on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol Helton, City Attorney

PROFESSIONAL SERVICES AGREEMENT

PROJECT NAME ("PROJECT")

Land Use Permitting – Program Management

This Agreement is by and between

ALLEN COUNTY - CITY OF FORT WAYNE
JOINT OVERSIGHT PERMITTING BOARD ("Committee")

Roy Buskirk, Chair
200 E Berry Street – Suite
Fort Wayne, Indiana 46802

and

BRILJENT, LLC

Wayne Robison, CFO
7615 West Jefferson Blvd.
Fort Wayne, IN 46804

Who agree as follows:

Committee hereby engages Contractor to perform the services set forth in Part I - Services ("Services") and Contractor agrees to perform the Services for the compensation set forth in Part III - Compensation ("Compensation"). Contractor shall be authorized to commence the Services upon execution of this Agreement and written authorization to proceed from the Committee. Committee and Contractor agree that these signature pages, together with Parts I-IV (pages 1 through 12) and attachments referred to therein, constitute the entire Agreement ("Agreement") between them relating to the Project.

APPROVALS

APPROVED FOR JOINT OVERSIGHT PERMITTING BOARD

BY: ______________________________
Roy Buskirk, Chair
County Council

DATE: ______________________________

APPROVED FOR BRILJENT, LLC

BY: Wayne Robison
Wayne Robison, CFO
Briljent, LLC

DATE: 11/9/11

PART I
SERVICES

A. PROJECT DESCRIPTION

In May 2011, the city of Fort Wayne and Allen County announced a multifaceted plan and new approach for land-use permitting that simplifies and speeds up processes, jumpstarts the use of technology, streamlines approvals, provides hands-on support and quicker answers, and strives to clarify and align the complicated rules and regulations of both jurisdictions

This Project provides for consulting services that will result in updating, aligning and streamlining local land use and development related ordinances and other legislative or regulatory documents to address inconsistencies and conflicts within said documents and to enhance user friendliness. The goal of this Project is to make Fort Wayne and Allen County the best place to start and/or grow a business.

B. SCOPE OF WORK

This Contract is being issued for full program management, including the following high-level responsibilities:

1. Manage implementation of Accela software across departments and functions
2. Oversee delivery of an online economic portal
3. Collaborate work being performed by ombudsman and customer satisfaction management program
4. Facilitate and coordinate the software customization and deployment project management effort

Detailed duties include the following:

1. Assess current documentation and work flows, develop future work flow maps through interviews and surveys, identify system requirements, and present project plan with quick wins and technology opportunities
2. Provide leadership in directing the project management effort and in implementing the project's charter and scoped solutions
3. Ensure complete administrative oversight on the project's overall efforts
4. Provide professional project management and implementation oversight to include the following:
   a. Identify and select implementation teams
   b. Facilitate project meetings
   c. Develop detailed project plan and work plan
   d. Identify reporting requirements
   e. Oversee interfaces and table construction
   f. Develop and monitor user and system testing
   g. Submit monthly reports
   h. Collaborate and consult with the business community

i. Develop and monitor the communication plan

5. Coordinate and oversee the online economic portal development and implementation
6. Monitor and document input from the ombudsman/expeditor and legislator project, and merge with the Accela project plan

This contract covers services to be provided December 2011 through March 2013. Briljent will comply with all terms and conditions as required by the City of Fort Wayne.

To complete this work, Briljent, LLC has assigned three professional resources to the City of Fort Wayne.

1. Mike Ruiz (Program Manager)
2. Lisa Lange (Business Analyst)
3. Carol Horne (Accela Consultant)

Detailed responsibilities are documented below:

Mike Ruiz – Program Manager

As the Program Manager, Mike Ruiz will be responsible for the following duties:

- Documenting, monitoring, measuring, and reporting on all overall project activities
- Refining all project documents with the established project managers and communicating progress, risks, testing, and overall project status

    Develop project calendar with major milestones, roles and responsibilities aligned with the direct implementation project management

    Review and validate project work plan as each implementation iteration is conducted and completed

    Reviewing and validating the project tasks list as each implementation iteration is conducted and completed

    Develop program management templates aligned with the implementation project management and customized for the engagement

- Interviewing, integrating, and selecting implementation team members

    Conduct kickoff meeting

- Facilitating project meetings, including internal, external, and public meetings as required and necessary
- Reviewing and validating reporting and testing requirements aligned with integration project management
- Overseeing testing and interface requirements
- Collaborating with all stakeholders and departments
- Collaboration and direct involvement with ombudsman role and legislative consultant

    Coordinating Accela project, with ombudsman and legislative streamlining project

    Act as facilitator and intermediary where appropriate to gain consensus and further the project implementation goals

- Providing monthly program progress reports and complete overall project updates

  Identify successes for team outside those already discovered

  Compile value measurements based on success criteria

- Oversee the installation of hardware and software to include application software; servers; connections to networks, desktops, scanners, and printers; test connectivity of system where applicable and appropriate in concert with the implementation project management

Lisa Lange – Business Analyst

As the Business Analyst assigned to this project, Lisa Lange will be responsible for the following duties:

- Reviewing all current work flows, technical documentation, and procedures, and report on understanding
- Conducting interviews with key stakeholders, preparing process maps, and submitting a findings report
- Developing future work flow maps and communicating with key stakeholders
- Collecting data, mapping processes, and identifying opportunities
- Identifying end-user requirements and training requirements
- Developing and communicating the training plan to stakeholders
- Designing and delivering training as approved

Both resources reside in Fort Wayne and are immediately available.

Carol Horne – Accela Consultant

As the Accela Consultant, Carol Horne will be responsible for the following duties:

- Defining workarounds required and suggesting alternative options
- Reviewing all documentation, and gaining thorough understanding of existing operations.
- Understanding requirements and objectives of total project
- Leveraging lessons learned from the City of Indianapolis implementation and facilitating discussions between entities
- Providing guidance and consultancy throughout stages of project

Carol resides in Indianapolis, IN.

Atos Origin – Project Managers

Atos Origin will be responsible for the following duties:

- Documenting end-user requirements
- Documenting technical requirements
- Configuring system to stated business requirements
- Prototyping beta system
- Refining event scripts and customizations'

- Creating user test cases
- Conducting user testing
- Reviewing findings and determining corrections/changes
- Implementing changes
- Performing final testing
- Certifying system readiness
- Training departmental personnel
- Deploying system to department
- Supporting all teams and production
- Understanding requirements and objectives of total project

C. SCHEDULE

Phase	Weeks	Schedule
Program Management Initiation	**5 weeks**	**12/19/2011 – 1/31/2012***
Program Planning Phase	**15 weeks**	**2/01/2011 – 5/11/2012**
Implementation Project Execution and Control	**49 weeks**	**05/14/2012 – 04/15/2013**
Program Close	**6 weeks**	**04/22/2013 – 05/13/2013**

Program Management Initiation Milestones

- Charter development and refinement aligned with existing implementation project management and deployment business goals
- Review, consensus, and finalization of costs, schedules, and expected outcomes
- Risk assessment analysis
- Communication plan which identifies internal, external, and status reporting standards for the overall project
- Resource plan base lining with the implementation project managers

- Deliverable quality review and assessment plan
- Level set change control process and refine where applicable
- Baseline implementation project to date
- Identify and select implementation team
- Begin engagements with ombudsman, legislative consultant, and stakeholders
- Kick-off meeting

<u>Program Planning Milestones</u>

- Refine and confirm work breakdown structure and detailed project plan with implementation project management
- Develop work flows for Accela implementation and deployment by department iteration
- Confirm identified systems requirements
- Formalize technical design document and implementation plan template (adjustments and customizations per department iteration are expected)
- Identify overall end user requirements and align with business plan objectives
- Propose overall training plan and select training participants
- Develop overall training events
- Identify reporting requirements and present success criteria measurements
- Prepare reports and overall documentation
- Baseline with legislative consultant, ombudsman, stakeholders, and alignment to business plan

<u>Implementation Project Execution and Control Milestones</u>

- Monitor project progress per department iteration
    - Ongoing execution and control facilitation
    - Verify that solutions are meeting business needs
    - Manage communication challenges and build consensus within the department with regard to overall deployment strategy and alignment with business goals
- Monitor and report on project plan per deployment iteration
- Identify discovered risks and mitigation strategy aligned with implementation deployment
- Verify that solutions meet stated requirements
- Manage change requests and conduct approval/rejection consensus and integration into the iterative implementation process
- Conduct user testing
- Deploy training events
- Prepare and submit all overall project reports

Program Close Milestones

- Submit overall project deployment reports
- Conduct lessons learned overall project meetings
- Facilitate overall project closure meetings
- Organize and publish to appropriate audiences the organizational process assets including communicating the lessons learned
  - Compile and publish recommendations with the implementation project managers
- Close program and finalize

PART II
COMMITTEE'S RESPONSIBILITIES

The Committee shall, at its expense, do the following in a timely manner so as not to delay the services:

A. REPRESENTATIVE

Designate Committee representatives for the project who shall have the authority to transmit instructions, receive information, interpret and define Committee's requirements and make decisions with respect to the Services. The Committee's representative for this Contract will be Deputy Mayor Beth Malloy and County Commissioner Nelson Peters.

B. ACCESS TO DEPARTMENT STAFF AND RELATED INFORMATION

Committee representatives will identify a lead local department and representative who will coordinate administrative functions and provide required technical data, documents, reports, etc. to Contractor. The lead local department and representative will provide the following, among other things:

- Make available to Contractor City and County department staff, department data, reports, studies and similar information relating to the Services as specified in the Scope of Work.
- Coordinate interactions and facilitate communication with Governing Board, Plan Commissions and the Contractor.
- Facilitate scheduling meetings with department staff, securing meeting space, resources and/or technology needed to successfully complete this project.

Contractor may rely upon information and data provided by individual departments without independent verification unless specifically identified by Committee Representatives as requiring such verification.

C. DECISIONS

Provide all criteria and full information as to Committee's requirements for the Services and make timely decisions on matters relating to the Services.

PART III
COMPENSATION

A. COMPENSATION

Compensation for services performed in accordance with Part I – Scope of Work of this Agreement will be based on hours actually spent and expenses actually incurred with a not-to-exceed fee of $285,420.00

The Joint Land Use Interlocal Agreement sets forth a manner for financing and an agreement that costs associated with this initiative will be borne equally between the city and the county. Therefore, the City share and County share of this cost is a not to exceed amount of $142,710, respectively.

By mutual agreement, the Committee and Contractor may reallocate the budget among project tasks if the total budget amount remains unchanged.

Contractor's costs will be based on the hours incurred to complete the project times the hourly rates of the various personnel per Attachment 1 – Project Rate Schedule.

B. BILLING AND PAYMENT

1. Timing/Format

   a. Contractor shall invoice Committee monthly for Services completed at the time of billing. Such invoices shall include a summary of actual expense charges incurred and supported by documentation as Committee may reasonably require.

   b. All invoices should be directed to the following:

      Allen County Commissioner's Office
      Att: Nelson Peters
      200 E Berry Street – Suite 410
      Fort Wayne, Indiana 46802

   c. Committee shall pay Contractor within 30 days of receipt of approved invoice.

2. Billing Records

   Contractor shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

PART IV
ADDITIONAL TERMS AND CONDITIONS

1. SERVICES. Supplier agrees to perform the Services beginning on the Begin Date and continuing until the Services are completed. Supplier warrants that the Services will be completed on or before the End Date. TIME IS OF THE ESSENCE. Supplier warrants that all Services shall conform to the Service Description, be of good quality and workmanship, and be free from defects. Supplier further warrants that all goods furnished in connection with the Services shall be merchantable and suitably safe and sufficient for the purpose for which they are normally used. Supplier warrants that it has good title to goods supplied hereunder and that they are free of all liens and encumbrances. These warranties are in addition to those implied in fact or in law. For the purposes of this Agreement, the term "Services" shall include any goods furnished in connection with the Services.

2. INVOICES. Supplier shall invoice the City for Services performed according to the Rates, Billing Interval, and Invoice Address. Invoices shall be rendered in triplicate and shall itemize the Services performed, the Service Address, and the corresponding rates and taxes, if any. Payment shall be due within thirty (30) days after the invoice date or the date of completion of the invoiced Services, whichever occurs later, provided that the City shall not be obligated to make any payment to Supplier hereunder until Supplier has furnished proof satisfactory to the City of full payment for all labor, materials, supplies, machinery, and equipment furnished for or used in performance of this Agreement or has furnished all necessary waivers of lien supported by affidavits, all satisfactory to the City, establishing that all liens and rights to claim liens that could arise out of the performance of the Services have been waived. Payment of invoices shall not constitute acceptance of the Services, and invoices shall be subject to adjustment for defects in quality or any other failure of Supplier to meet the requirements of this Agreement. The City may at any time set off any amount owed by the City to supplier against any amount owed by Supplier or any of its affiliated companies to the City.

3. INDEPENDENT CONTRACTOR RELATIONSHIP. City and Supplier are and shall remain as independent contractors with respect to each other. The persons provided by Supplier to perform the Services shall be Supplier's employees and shall be under the sole and exclusive direction and control of Supplier. They shall not be considered employees of the City for any purpose. Supplier shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions, and payment of wages with respect to such persons. Supplier shall also be responsible for payment of taxes, including federal, state and municipal taxes chargeable or assessed with respect to its employees, such as Social Security, unemployment, Workers' Compensation, disability insurance, and federal and state withholding. Supplier shall also be responsible for providing such reasonable accommodations, including auxiliary aids and services, as may be required under the Americans With Disabilities Act, 42 U.S.C. 12101 et seq., so as to enable any disabled person furnished by Supplier to perform the essential functions of the job. Supplier agrees to defend, indemnify, and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained by reason of Supplier's failure to comply with this paragraph.

4. INDEMNITY. Supplier shall defend, indemnify, and hold harmless the City (including its officers, employees, and agents) from all demands, damages, liabilities, costs, and expenses (including reasonable attorney's fees), judgments, settlements, and penalties of every kind arising out of its performance of Services including, without limitation, damages for personal injury or death or loss or damage to property due, or claimed to be due, to the negligence or willful misconduct of Supplier including such portion thereof due, or claimed to be due, to the negligence of the City except that Supplier shall have no duty to hold harmless the City for such portion of the foregoing proximately caused by negligence or misconduct of the City, and if any suit, claim, or demand was defended by Supplier, then the City will reimburse Supplier for its pro-rata share of its costs, expenses (including reasonable attorney's fees), and damages. The City may elect to participate in the defense of any suit, claim, or demand by employing attorneys at its own expense, without waiving Supplier's obligations to indemnify, defend, or hold harmless. Supplier shall not settle or compromise any claim, suit, or action, or consent to entry of judgment without the prior written consent of the City and without an unconditional release of all liability by each claimant or plaintiff to the City.

5. LIMITATION OF LIABILITY. Each party's liability to the other for any loss, cost, claim, liability, damage, or expense (including attorneys' fees) relating to or arising out of any negligent act or omission in its performance of obligations arising out of this Agreement, shall be limited to the amount of direct damage actually incurred. Absent gross negligence or knowing and willful misconduct which causes a loss, neither party shall be liable to the other for any indirect, special or consequential damage of any kind whatsoever.

6. INSURANCE. Supplier shall maintain in full force and effect during the performance of the Services the following insurance coverage; provided, however, that if a High Risk Insurance Attachment is attached hereto, the requirements of the High Risk Insurance Attachment shall be substituted in lieu of the following requirements:

(a)	Worker's Compensation	per statutory requirements.
(b)	General Liability	\$1,000,000 minimum per occurrence/ \$1,000,000 aggregate
(c)	Automobile Liability	\$1,000,000 minimum per occurrence
(d)	Products Liability	\$1,000,000 minimum per occurrence
(e)	Completed Operations Liability	\$1,000,000 minimum per occurrence

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries as an Additional Insured and a Certificate Holder, with 30 days notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:
City of Fort Wayne Purchasing Department
1 East Main Street, Rm B-91
Fort Wayne, IN 46802

7. HAZARDOUS MATERIALS. Supplier will provide to the City before performing any Services, a statement describing any Hazardous Materials intended and necessary for use in performing the Services. "Hazardous Materials" means any item which may be classified under federal, state, or local law, as hazardous or toxic. Supplier must comply with all federal, state, or local law in the use, transportation, and disposal of such Hazardous Materials.

8. PROGRESS REPORTS. The Supplier shall submit progress reports to the City upon request. The report shall serve the purpose of assuring the City that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date. This contract shall be deemed to the substantially performed only when fully performed according to its terms and conditions and any modification thereof.

9. CONFLICT OF INTEREST. Supplier certifies and warrants that neither it nor any of its directors, officers, agents, representatives or employees which will participate in any way in the performance of the Supplier's obligations hereunder has or will have any conflict of interest, direct or indirect, with the City of Fort Wayne or any of its departments, divisions, agencies, officers, directors or agents.

10. CONFIDENTIALITY OF DATA, PROPERTY RIGHTS IN PRODUCTS, AND COPYRIGHT PROHIBITION. Supplier further agrees that all information, data findings, recommendations, proposals, etc. by whatever name described and by whatever form therein secured, developed, written or produced by the Supplier in furtherance of this contract—shall be the property of the City. The Supplier shall take action as is necessary under law to preserve such property rights in and of the City while such property is within the control and/or custody of the Supplier. By this contract the Supplier specifically waives and/or releases to the City any cognizable property right of the Supplier to copyright, license, patent or other wise use such information, data findings, recommendations proposals, etc.

11. CONFIDENTIALITY OF CITY INFORMATION. Supplier understands and agrees that data, materials, and information disclosed to Supplier may contain confidential and protected data. Therefore, the Supplier promises and assures that data, material, and information gathered, based upon or disclosed to the Supplier for the purpose of this contract, will not be disclosed to others or discussed with other parties without the prior written consent of the City.

12. EMPLOYER CERTIFICATION. In accordance with I.C.§22-5-1.7, Supplier understands and agrees to enroll and verify work eligibility status of all newly hired employees of the contractor through E-Verify program or any other system of legal residence verification as approved by the United States Department of Homeland Security or the department of homeland security. Supplier further understands that they are not required to verify work eligibility of status of newly hired employees of the Supplier through the E-Verify program if the E-Verify program no longer exists. Supplier certifies that they do not knowingly employ any unauthorized aliens.

13. COMPLIANCE WITH LAWS. Supplier warrants that the Services shall be in strict conformity with all applicable local, state and federal laws including, but not limited to, the standards promulgated by the occupational Safety and Health Act, Executive Order 11246, as amended, relative to Equal Employment Opportunity and all other applicable laws, rules, and regulations, including the Civil Rights Act of 1964 pertaining to equal opportunity, Section 503 of the Vocational Rehabilitation Act of 1973, the American with Disabilities Act, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and all applicable immigration laws and regulations including the 1986 Immigration Reform and Control Act et. seq. Supplier agrees to indemnify and hold harmless the City from and against any loss, cost, claim, liability, damage, or expense (including attorney's fees) that may be sustained because of Supplier's breach of such warranty.

14. DEFAULT. In the event that (a) Supplier breaches any warranty contained herein; (b) Supplier fails to provide the insurance certificate required herein; (c) Supplier or Supplier's insurance carrier fails to defend, indemnify, or hold harmless the City as required herein; (d) Supplier's performance of the Services violates applicable law; (e) Supplier admits insolvency, makes an assignment for the benefit of creditors, or has a trustee appointed to take over all or a substantial part of its assets; or (f) Supplier fails to perform or comply with any other provision of this Agreement, such failure, breach, or violation shall constitute a default under this Agreement.

15. TERMINATION. In the event of default by Supplier under this Agreement, the City reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement by notice to Supplier as to the portion of the Services not yet rendered and to purchase substitute services at Supplier's expense. Supplier shall reimburse the City for the cost of such substitute services upon Supplier's receipt of an invoice therefor.

16. WAIVER. No action or inaction by the City shall constitute a waiver of any right or remedy.

17. CANCELLATION. City may at any time cancel this Agreement in whole or in part for its sole convenience upon written notice to Supplier, and Supplier shall stop performing the Services on the date specified in such notice. the City shall have no liability as a result of such cancellation, except that the City will pay Supplier the Rates for completed Services accepted by the City and the actual incurred cost to Supplier for Services in progress. These payments shall not exceed the Aggregate Price.

18. FORCE MAJEURE. Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather.

19. NOTICES. All notices required or permitted to be made or given hereunder by one party to the other party shall be in writing and shall be deemed to have been given when hand delivered, or on the date stated on the receipt if deposited in the United States mail in certified form, postage prepaid with return receipt requested, and addressed to such other party at its Notice Address or at such other address as may be specified by such other party by written notice sent or delivered in accordance herewith.

20. ASSIGNMENT. Any assignment, in whole or in part, of Supplier's rights or obligation under this Agreement without the prior written consent of the City shall be void. Supplier shall not use subcontractors to perform any part of the Services without the prior written consent of the City.

21. DISPUTE RESOLUTION. The City shall be the sole judge of the quality of services. In the event of any dispute or disagreement between the parties either with respect to the interpretation of any provision of this agreement, or with respect to the performance of either party hereunder, the dispute shall be resolved by the Director of Finance and Administration and will not be subject to arbitration.

22. ACCESS TO RECORDS. The Supplier shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred. They shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment under the contract for inspection by the City or by any other authorized representative of city government. Copies thereof shall be furnished at no cost to the City if requested.

23. NONDISCRIMINATION. Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, Supplier and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this contract. The Supplier shall not discriminate with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract. Acceptance of this contract also signifies compliance with applicable Federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

24. MISCELLANEOUS. If any provision of this Agreement is held to be invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected. This Agreement shall be governed by the laws of the state of Indiana and shall be subject to the exclusive jurisdiction of the courts therein. This Agreement embodies the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understanding, whether written or oral, and all contemporaneous oral agreements and understandings relating to the subject matter hereof. No agreement hereafter made shall be effective to modify or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the party against whom enforcement of the modification or discharge is sought. The paragraph headings are for convenience only and are not intended to affect the interpretation of the provisions hereof. This agreement shall be binding on the parties hereto and their respective personal and legal representatives, successors and assigns.

ATTACHMENT 1 - PROJECT RATE SCHEDULE

City of Fort Wayne, Program Manager, Land Use Permitting

RFP #3418

brijent

Proposed Budget for Land Use Permitting December 2011 through March 2013)

Resource	Role	Duration	Estimated Hours	Hourly Rates	Estimated Investment
Mike Ruiz (35-40 hours per week)	Program Manager	12/2011-05/2013	2,640-2,800	$67.25	$177,540.00 - $188,300.00
Lisa Lange (20-25 hours per week)	Business Analyst	01/2012-03/2013	1,200-1,280	$52.50	$63,000.00 - $67,200.00
Carol Horne	Accela Consultant/Subject Matter Expert	01/2012-07/2013	270-272	$110.00	$29,700.00-$29,920.00
					$270,240.00-$285,420.00

This proposal is based on "Time and Materials" pricing. Briljent will only invoice for actual hours worked, at the stated hourly rate. The estimated investment is a good faith estimate of total costs based on our understanding of the scope and requirements of this project.

DIGEST SHEET

Department: Mayor's Office

Resolution Number: N/A

Title of Ordinance: Professional Services Contract for City and County Joint Land Use Permitting Committee: Program Management

Awarded To: Briljent, LLC

Amount of Contract: Not to exceed $285,420: City share is $142,710

Evaluation Process: Two firms, E-Gov and Briljent, responded to the request for proposal. The responses were reviewed by a team of thirteen: six Permit Committee members, four department heads and three volunteers from the business community. After oral presentations and reference calls, each evaluator awarded a maximum of 75 points based on the quality of the response and ability to perform the requested services (experience, staffing, references etc). After the quality of the responses was scored and averaged amongst the evaluators, 25 points was awarded to the lowest price and a percentage of the 25 points was awarded to the highest price. Per the RFP, Briljent, a local firm was awarded 20 bonus points. This process is in compliance with State and local purchasing requirements.

As illustrated on the attached graphs, Briljent received 64 quality points while E-Gov received 53. The price proposals were very close, with E-Gov receiving 25 points and Briljent receiving 24 points. Before the local preference was awarded, Briljent was awarded 88 points and E-Gov was awarded 78.

Description of Project (Be Specific):

Earlier this year, City and County executive and legislative branches formalized the creation of the Joint Oversight Permitting Board to provide strategic oversight including hiring contractors and the purchase of software and other related services for a joint city and county permitting process initiative.

In May 2011, the city of Fort Wayne and Allen County announced a specific, multifaceted plan and new approach for land-use permitting that simplifies and speeds up processes, jumpstarts the use of technology, streamlines approvals, provides hands-on support and quicker answers, and strives to clarify and align the complicated rules and regulations of both jurisdictions.

This Project provides for program management services for the implementation of the overall program including, establishing work programs and implementation schedules for Accela build out, overseeing the implementation of the web portal project, the legislative streamlining, and ombudsman work. All of these projects will run concurrently, so integrating private sector stakeholders, identifying process and procedure changes and barriers to implementation across all 19 departments, coordinating the changes into the Accela project, ensuring measurements and deadlines are met, and communicating issues for resolution to the Permitting Committee are key deliverables.

The goal of this Project is to make Fort Wayne and Allen County the best place to start and/or grow a business.

What Are The Implications If Not Approved:

The current opportunity to efficiently and effectively revamp the land use development permitting process in the community, in a joint manner between the City and the County both administratively and financially, significantly impacting the ability to retain and add jobs in our community and increase property tax revenue through private investment, may be missed. A central coordinator who brings fresh eyes to the process is needed to identify new policy and procedure changes and make recommendations to department heads and elected officials, especially given the breadth and scope of this undertaking. With all of the projects running concurrently, significant coordination is needed at the highest level. Please note: based upon numbers spanning 2008 through 2010, just 8 percent of all permits issued (nonresidential development), accounted for almost $300 million of annual investment or approximately 65 percent of local, yearly development spending.

It is hoped that the improvements to this process will have an impact on both the businesses the city and county retain, as well as the jobs they seek to attract.

If Prior Approval Is Being Requested, Justify:

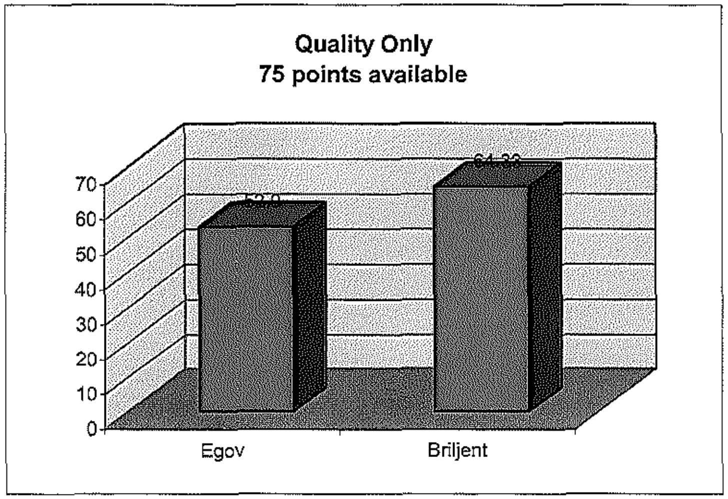
Not Applicable.

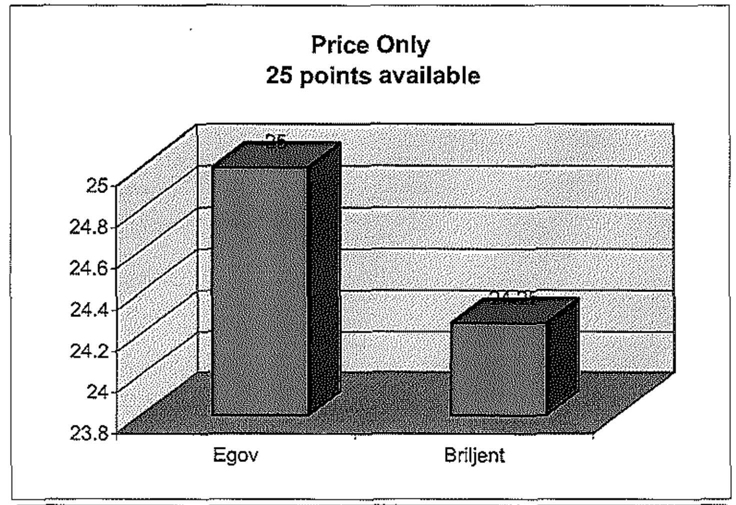
Additional Comments: The cost for these services will be split equally between the City and the County. The City funding has been appropriated in the General Fund.

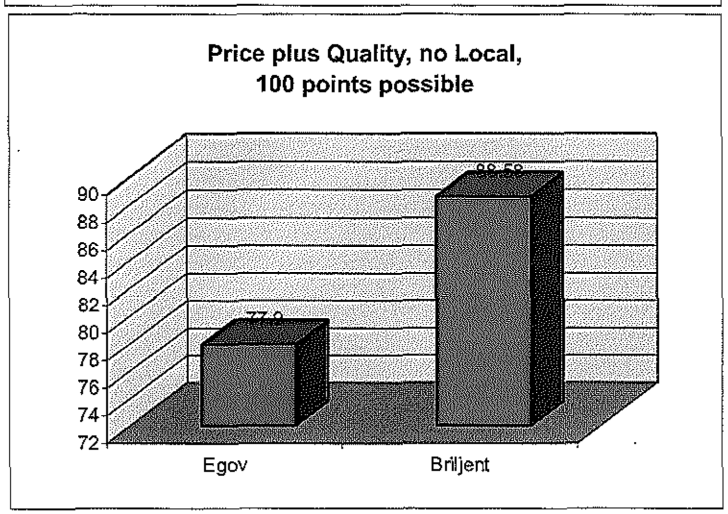
Signature Date

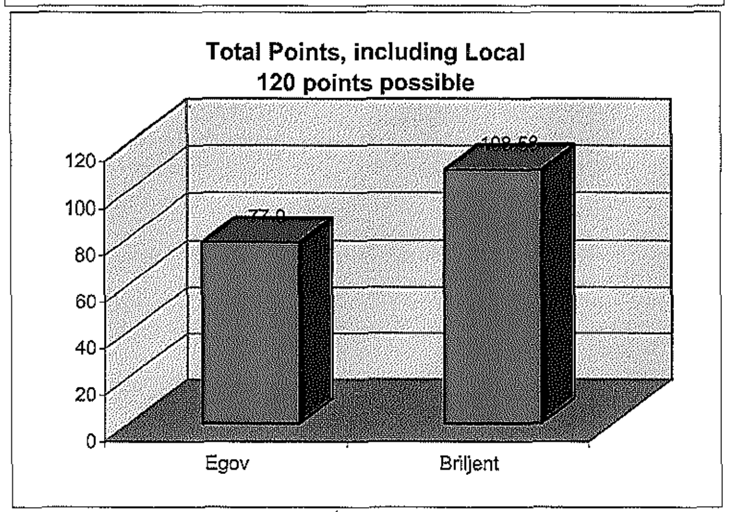
Beth Malloy, 427-1111

	Egov	Briljent
Quality	52.9	64.33
Pricing	25	24.25
Total	77.9	88.58
Total with Local	77.9	108.58









Mayor's Office

Interoffice Memo

Date: November 17, 2011

To: Common Council Members

From: Beth Malloy, Deputy Mayor

RE: Land Use Permitting Initiative: Professional Services Agreements

Earlier this year, City and County executive and legislative branches ("Bodies") formalized the creation of the Joint Oversight Permitting Board ("Board") to provide strategic oversight including hiring contractors and the purchase of software and other related services for a joint city and county permitting process initiative.

In May 2011, the Board announced a specific, multifaceted plan and new approach for land-use permitting that simplifies and speeds up processes, jumpstarts the use of technology, streamlines approvals, provides hands-on support and quicker answers, and strives to clarify and align the complicated rules and regulations of both jurisdictions. This plan includes contracting for professional services for three separate initiatives including project management, legislative streamlining and ombudsman services.

The Bodies adopted an Interlocal Agreement that set forth a manner for financing and an agreement that costs associated with this overall initiative will be borne equally between the city and the county. Therefore, the Board's approval of the Legislative Streamlining Professional Services Agreement with Clarion Associates calls for the structured reimbursement by the city of one-half of the $169,760 not to exceed contract price, or $84,880; and also for the reimbursement by city of one-half of the $285,420 not to exceed contract price, or $142,710 for the Program Management Professional Services Agreement with Briljent, LLC.

The Mayor's Office seeks the Council's concurrence with the Joint Land Use Board's action so that they may proceed with implementing the Program Management and Legislative Streamlining components of this essential economic development initiative.

Please contact me at 427-1111 if you have any questions.