

**RENEWAL AGREEMENT WITH SELECTRON TECHNOLOGIES, INC. TO PROVIDE  
INTERACTIVE VOICE RESPONSE SERVICES AND  
SOFTWARE SUPPORT AND MAINTENANCE**

**This Renewal Agreement to Provide Interactive Voice Response Services and Software Support and Maintenance** ("this Agreement") is made as of this 17<sup>th</sup> day of August, 2021 by and between Selectron Technologies, Inc., an Oregon corporation ("CONSULTANT"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

**RECITALS**

- A. CITY desires to retain a consultant having special skill and knowledge in providing multi-lingual interactive voice response services through a centralized software system capable of integration with the City's Municipal Utility Services, Business License, Dog License, and Land Management systems and compatible with the City's underlying voice of internet protocol telephone system and other associated equipment and software.
- B. In undertaking the performance of this Agreement, CONSULTANT represents that it is knowledgeable in its field and that any services performed by CONSULTANT under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, including those set forth in the CONSULTANT'S standard Software License Agreement and Support and Maintenance Agreement attached at Appendices I and II, respectively, the parties agree as follows:

CITY hereby retains CONSULTANT, and CONSULTANT hereby agrees to provide such services as are set forth hereinbelow, in accordance with the terms and conditions of this Agreement, and represents and warrants to CITY that CONSULTANT accepts such assignment to perform those services, subject to those terms and conditions.

**1. SCOPE OF SERVICES**

- a. CONSULTANT shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **EXHIBIT A, EXHIBIT B, and EXHIBIT C**, as well as **Appendix I and Appendix II** (as may be applicable), attached hereto and incorporated by reference.
- b. In the event that the description of services, their time, place, and manner specified in **EXHIBITS A, B, C, and Appendices I and II**, is in conflict with the provisions of this Agreement then the terms of this Agreement will prevail.

**2. COMPENSATION**

- a. Upon execution of this Agreement, CITY agrees to pay, and CONSULTANT agrees to

accept as total payment for its services to CITY, the rates and charges identified in **EXHIBITS B and C**. The total amount to be expended during the term of this Agreement shall not exceed **\$921.213**. The sum of this amount shall include a base amount of **\$801.055** and a contingency amount of **\$120.158** for services to be provided at the sole discretion of CITY.

- b. Except however, that pursuant to a duly executed Change Order mutually agreed to by the parties in accordance with Section 3-21 of this Agreement, a different invoicing period may be specified for the particular services provided in accordance with the terms of such Change Order.
- c. Payment by CITY shall be made within forty-five days (45) days following receipt of proper invoice evidencing work performed, subject to CITY accounting procedures and proof of insurance as set forth in section 3-8 (Insurance). Billing or invoice statements shall be presumed to have been received three (3) days after they are mailed or twenty-four (24) hours after being electronically transmitted in accordance with the provisions of Section 3-6 of this Agreement.
- d. Payment need not be made for work that fails to meet the standards of performance set forth in the Recitals, which may reasonably be expected by CITY.
- e. Any disputed charges must be presented by CITY to CONSULTANT in writing within fifteen (15) days of the date of CITY'S receipt of CONSULTANT'S invoice/statement, and the parties agree to cooperate in good faith to promptly resolve any disputed invoice or claim of substandard work within forty-five (45) days of CONSULTANT's receipt of CITY's written notice of dispute. In the event CITY disputes any amounts invoiced by CONSULTANT in good faith, the undisputed amount shall be paid when due, and only disputed amounts shall be withheld pending resolution of the dispute. If payment of a disputed amount has already been made and later resolution of the dispute is in CITY's favor, a credit will be issued by CONSULTANT to CITY on the next invoice.

## **2.1 Maximum Contract Compensation**

Maximum compensation payable to CONSULTANT for all services rendered by CONSULTANT to CITY as described in this Agreement shall not exceed **\$921.213** unless an increase in maximum contract compensation shall be agreed to by the parties pursuant to duly executed amendment to this Agreement.

- a. **Annual Compensation Cap** - Compensation for each yearly period (January 1 through December 31) of services provided under this Agreement, including optional contract extension periods, shall be capped by CITY fiscal year period (July 1 through June 30) as set-forth in **EXHIBIT D**.
- b. Any Contracted Compensation Amount, Additional Contingency Amount, or Maximum Compensation Amount as set forth in **EXHIBIT D**, which is not expressed as a whole dollar value shall, for purposes of fixing the maximum compensation amount payable under this agreement, be rounded-up to the next highest whole dollar.

- c. Provided however, that pursuant to a duly executed Change Order, mutually agreed to by the parties in accordance with Section 3-21 of this Agreement, the unspent contingency amount authorized for a preceding CITY fiscal year period may be carried forward by written order of the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding the annual CITY fiscal year compensation amount cap initially specified for such subsequent period under the provisions of this section.

### 3. GENERAL PROVISIONS

**3-1. Term of the Agreement:** The initial term for the provision of services as set forth in Section 1 of this Agreement shall be for a period of four years and six months having commenced July 1, 2021 and expiring December 31, 2025, with two renewal options: the first for three (3) years commencing January 1, 2026 and expiring December 31, 2028; and the second for (1) year commencing January 1, 2029 and expiring December 31, 2029. Both extension options shall be exercisable in the sole discretion of the CITY, by a writing executed by the City Manager and the City Attorney, if neither party has terminated said Agreement in accordance with Section 3-2. Any further extension of this Agreement shall be agreed to by the parties pursuant to duly executed amendment of this Agreement.

**3-2. Termination:** Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, in the event CITY breaches the terms set forth in Appendix I (Software License Agreement) or Section 3-17 (Confidentiality) of this Agreement, CONSULTANT may immediately terminate this Agreement. CITY shall notify CONSULTANT within twenty-four (24) hours of CITY becoming aware of any breach (other than by CONSULTANT) of the terms and conditions of this Agreement, including, without limitation, any breach of the terms set forth in Appendix I or Section 3-17.

In addition to the above, either party may terminate the Agreement at any time and for any reason by providing ninety-days (90) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in **EXHIBITS A, B, or C** prior to the date of termination, CONSULTANT shall be entitled to payment as described in **EXHIBITS B or C**.

**3-3. Effect of Termination:** Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANTS' fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.

**3-4. Independent Contractor:** It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

**3-5. Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.

**3-6. Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. CONSULTANT invoice/billing statement notices to CITY shall be sent to CITY Primary Representative/Project Manager or designees. All notices, including invoice/billing statement notices and notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent by overnight delivery. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. If sent by email, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the delivery time stamp notated by the internet service provider, addressed as set forth above. For purposes of calculating these time frames, weekends, City Hall closure dates, federal, state, County or City holidays shall be excluded.

If to CITY:

Clerk of the City Council  
City of Santa Ana  
20 Civic Center Plaza (M-30)  
P.O. Box 1988  
Santa Ana, CA 92702-1988  
Fax: 714- 647-6956

With courtesy copies to:

City of Santa Ana  
Executive Director, Finance and Management Services Agency  
City of Santa Ana  
20 Civic Center Plaza (M-17)  
Santa Ana, CA 92702 Phone:  
(714) 647-6960  
Facsimile: (714) 647-5414

If to CONSULTANT:

Selectron Technology, Inc.  
Attn: Todd Johnston President  
12323 SW 66th Avenue  
Portland, OR 97223  
Facsimile: 503-443-2052

Representative or designees: CONSULTANT Primary Representative/Project Manager shall be:

Todd Johnston, President, CEO  
12323 SW 66th Avenue Portland, OR 97223  
Phone: 503.597.3346  
Facsimile: 503-443-2052  
Email: [tjohnston@selectron.com](mailto:tjohnston@selectron.com)

Representative or designees: CITY Primary Representative/Project Manager shall be:

Willard Holt, Treasury and Customer Services Manager  
20 Civic Center Plaza (M-15), Room 1105, Santa Ana, CA 92701  
Phone: (714) 647-5456  
Facsimile: 714-647-5304  
Email: [wholt@santa-ana.org](mailto:wholt@santa-ana.org)

**3-7. Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, agents, and employees, from and against any and all claims made by third parties for any and all liabilities and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) to extent occurring or resulting from CONSULTANT'S negligent or unlawful (i) performance of its obligations under or (ii) breach of the terms of this Agreement, unless such claims, liabilities, or losses arise out of, or are caused at least in part by the sole negligence or willful misconduct of the CITY. "CONSULTANT'S performance" includes CONSULTANT'S action or inaction and the action or inaction of CONSULTANT'S officers, employees, agents and subcontractors.

**3-8. Insurance:** Prior to undertaking performance of work under this Agreement, CONSULTANT shall maintain and shall require its Subcontractors, if any, to obtain and maintain insurance as described below:

- a. Commercial General Liability Insurance. CONSULTANT shall maintain commercial general liability insurance naming the CITY, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of CONSULTANT'S operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the CITY, its officers, employees, agents, and representatives as additional

insured(s); (b) be primary and not contributory with respect to insurance or self-insurance programs maintained by the CITY; and (c) contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles. Due to the nature of the services under this Agreement not contemplating use of owned autos, coverage for owned autos shall not be required.
- c. Worker's Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, CONSULTANT, if CONSULTANT has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, CONSULTANT agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. Errors and omissions insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. Cyber/Technology liability insurance with a limit of not less than \$1,000,000.00 per claim with \$2,000,000 in the aggregate.
- f. The following requirements apply to the insurance to be provided by CONSULTANT pursuant to this section:
  - i. CONSULTANT shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
  - ii. Certificates of insurance shall be furnished to the CITY upon execution of this Agreement and shall be approved by the CITY.
  - iii. City of Santa Ana, its officers, employees, agents and representatives shall be Additional Insureds with respect to General Liability and Auto Liability Insurance is Primary and Non-Contributory.
  - iv. Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the CITY of cancellation with ten (10) days prior notice for non-payment of premium in accordance with policy provisions.
  - v. CONSULTANT shall supply CITY with a fully executed additional insured endorsement.
  - vi. Certificates of insurance endorsements shall show the CITY as a certificate holder as follows:

City of Santa Ana  
Risk Management Division, 4<sup>th</sup> Floor  
20 Civic Center Plaza  
Santa Ana, CA 92701

- vii. Where the amounts or coverage provided by the certificates of insurance provides coverage greater than those listed by this Agreement, the amounts provided by the certificates of insurance shall be incorporated by reference into the Agreement.

**3-9. Equal Opportunity to Draft:** The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

**3-10. Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. Neither party shall assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

**3-11. Ownership of Documents:** Except for any and all CITY-owned data contained therein, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CONSULTANT at the moment of their completed preparation, ownership of the same shall vest exclusively in CONSULTANT or its subcontractors. Provided, however, that this Agreement and all exhibits and appendices hereto, together with any Change Orders entered into hereunder shall be deemed public documents.

**3-12. Intellectual Property Rights:** The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product, except that CONSULTANT may (i) during the term of this Agreement, remotely access data stored in CITY's environment, including CITY-owned data that has been de-identified and anonymized and combined with data about other individuals and transactions in aggregate form, for the purposes of generating reports, information, data, and statistics about a group of individuals, organizations, or transactions that cannot be used to identify CITY or a particular individual, (collectively, "Aggregate Data"), and (ii) during and after the term of this Agreement, retain, use, publish, and otherwise disclose without restriction such Aggregate Data so long as the Aggregate Data is not and cannot be re-identified or otherwise disclosed in any form in which it could be used to identify CITY or any particular individual(s).

**3-13. Discrimination:** CONSULTANT shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization,

promotion, termination or other employment related activities. CONSULTANT affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

**3-14. Jurisdiction – Venue:** This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

**3-15. Professional Licenses:** CONSULTANT shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the CITY of Santa Ana and all other governmental agencies. CONSULTANT shall notify the CITY immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

**3-16. Public Release and Statements:** Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party, which shall not be unreasonably withheld. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. Notwithstanding the foregoing, without seeking prior approval in each instance, CONSULTANT shall have the right to use CITY's name as a customer reference, and to use CITY'S trade name on CONSULTANT customer lists. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

**3-17. Confidentiality.** During the term of this Agreement and after the termination of this Agreement, the parties will take all steps reasonably necessary to hold the other party's Confidential Information in confidence, will not use the disclosing party's Confidential Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Confidential Information to any third party without the disclosing party's express prior written consent; provided, however, that each party (the "receiving party") may disclose Confidential Information of the other party (the "disclosing party") (a) to such receiving party's employees, directors, officers, contractors, and agents (collectively, "Representatives") who have a need to know such information and who have been advised of and have agreed to comply with the confidentiality restrictions contained in this Section 3-17 and (b) to such third parties as are authorized or directed by the disclosing party in writing. Each party shall be responsible and liable for the actions and omissions of its Representatives. "Confidential Information" shall include all nonpublic information, including but not limited to a disclosing party's: trade secrets, inventions, ideas, processes, formulas, source and object codes, data, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques; information regarding its plans for research, development, new



products, marketing and selling, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers; information regarding the skills and compensation of employees, and other information about or belonging to such disclosing party that the receiving party should reasonably know, due to the nature of the information or the circumstances surrounding its disclosure, is regarded by the disclosing party as confidential. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the receiving party disclosed in a publicly available source; (c) is in rightful possession of the receiving party without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the receiving party without reference to information disclosed by the disclosing party.

**3-18. Force Majeure:** CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, pandemic or epidemic, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.

**3-19. Litigation Fees.** If litigation between the parties arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.

**3-20. Entire Agreement:** This Agreement, including any exhibits and appendices referenced herein and attached hereto, constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties unless a Change Order Contingency is mutually agreed to by the parties.

**3-21. Change Order Contingency:** from time-to-time, CITY may request optional services of CONSULTANT at mutually agreed upon scope and fees.

**3-21.1 Change Order**

No extra work may be undertaken unless a written "Change Order" is first given by the Contract Officer or his/her designee, to CONSULTANT, incorporating therein any material change in the scope, fees and/or administration of this Agreement proposed by CITY.

**3-21.2 Additional Work or Services**

(a) Extra Work or Services

CITY shall have the right at any time during the performance of the work or services set forth in this Agreement, without invalidating said Agreement or any amendments thereto, to elect to exercise any existing option specified in the Scope of

Services for extra work or services or to order extra work or services pursuant to a duly executed Change Order or to expend previously appropriated but unspent contingency funds authorized to be carried forward by the Executive Director of Finance and Management Services to cover expenses for work or services agreed to by the parties but exceeding any annual CITY fiscal year compensation amount cap initially specified under the Compensation provisions of this Agreement or thereby make changes by altering, adding to or deducting from said work or services.

(b) Maximum Contract Compensation Cap

Net total compensation to CONSULTANT shall not, as the result of any Change Order, exceed the maximum contract compensation amount set forth under Section 2-1 of this Agreement, unless an increase in maximum contract compensation is agreed to by the parties pursuant to a duly executed amendment of this Agreement.

**3-21.3 Coordination of Work or Services**

(a) Representative of CONSULTANT

The following officer of CONSULTANT is hereby designated as being the representative of CONSULTANT authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Selectron Technology, Inc.  
Representative

Aulyn Avelino  
Senior Account Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing officer & representative is a substantial inducement for CITY to enter into this Agreement. Therefore, the foregoing representative shall be responsible during the term of this Agreement for directing all activities of CONSULTANT and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing officer & representative may not be replaced nor may their responsibilities be substantially reduced by CONSULTANT without the express written approval of CITY.

**3-21.4 Contract Officer**

The Contract Officer shall be the person designated hereunder by CITY. It shall be CONSULTANT's responsibility to assure that CITY's Contract Officer is kept informed of the progress of the performance of the consulting services set forth in this Agreement and CONSULTANT shall refer any decisions which must be made by CITY to the Contract Officer. The Contract Officer shall have authority to enter into Change Orders with CONSULTANT pursuant to this Agreement. The Contract Officer shall have authority to sign all documents on behalf of CITY required hereunder to carry out the terms of this Agreement. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the Contract Officer.

City of Santa Ana  
Contract Officer

Kristine Ridge, City Manager  
or designee

**3-22. Invalidity:** If any one or more of the provisions contained in this Agreement shall for any

reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**3-23. Implementation:** Implementation of services should begin as soon as possible from the Effective Date for the performance of services under the terms of this Agreement.

**3-24. Counterpart Signature and Delivery:** This Agreement must be signed below and may be signed in separate counterparts including facsimile copies and delivered by fax, email as a PDF (Portable Document Format) file attachment, or by other means that displays the original or a copy of the signatures. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties. Any subsequent amendments to this Agreement may be signed and delivered in the same manner.

**3-25. Miscellaneous Provisions:**

- a. CONSULTANT shall perform all services with the necessary knowledge and skills required to perform the tasks. CONSULTANT or personnel of CONSULTANT engaged in the performance of such services shall not represent themselves to be, nor shall they be deemed to be, employees of CITY for any purpose whatsoever. CITY agrees that its employees will cooperate with and assist representatives of CONSULTANT in every reasonable way to enable CONSULTANT to secure all information and data required to perform the services herein provided for. CONSULTANT shall have no liability for defects in the services attributable to CONSULTANT's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by CITY or third parties retained by CITY.
- b. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- c. All exhibits and appendices referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement. Provided however, that in the event that any provision of any exhibit or appendix is in direct conflict with the provisions of this Agreement then the terms of this Agreement will prevail solely with respect to any such directly conflicting provisions, or portions thereof.

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{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

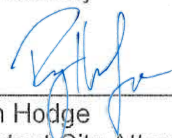
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Daisy Gomez  
Clerk of the Council

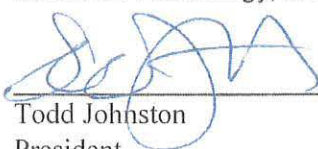
\_\_\_\_\_  
Kristine Ridge  
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO  
City Attorney

CONSULTANT  
Selectron Technology, Inc.

By:   
\_\_\_\_\_  
Ryan Hodge  
Assistant City Attorney

  
\_\_\_\_\_  
Todd Johnston  
President

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
Kathryn Downs, CPA  
Executive Director  
Finance and Management Services Agency

# EXHIBIT A



## Statement of Work

Santa Ana, CA

### **Relay** *Utilities*

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## 1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Santa Ana, CA (Santa Ana or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

### 1.1. Revision History

Version #	Details	Date
1.0	Initial Release	10/09/2014
1.1	Updates to 2.4 City Attorney based on Customer feedback	10/13/2014
1.2	Removed Cancelled/Un-implemented functionality	7/01/2021

## 2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of the Santa Ana's S&S EnQuesta application database to provide the given Utility data to Relay.

### 2.1. The Relay Platform

Santa Ana's solution will run on Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Santa Ana. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

#### 2.1.1. Application Packs and Channels

Santa Ana's solution includes the following application pack and channels:

- Application packs:
  - Utility Pack
- Channels:
  - IVR

### 2.2. Utility Pack

Santa Ana will be configured with the Utility Pack. The Utility Pack offers Santa Ana's customers with a central point of access for account management and payments. Citizens will be able to enter an account number or phone number and access account data and activities, including:

- Current balance owed
- Last billing date and amount (up to last 6)
- Last payment date and amount (up to last 6)
- Next billing date
- Payment Processing – Credit Card and E-Check
- Partial Payments Acceptance (if desired)

All account information is made available through an API to the S&S EnQuesta application database. For any of the features detailed below to function as described, data must be available in this database to be presented to users.

### 2.2.1. IVR Channel

The IVR Channel for the Utility Pack provides callers with an Interactive Voice Response (IVR) system for accessing account information and making payments over the phone.

Citizens can call the Utility IVR channel in order to hear account information and to make a payment. Citizens will validate their account using an account or phone number and PIN. The IVR validates this data against the S&S EnQuesta application database. Once the account is validated, the IVR will speak the current balance owed and due date. The total amount due includes an aggregate of all current and delinquent amounts owed. The caller will then be given the option of making a payment. If no payment is due, then the IVR will speak that there is currently no payment due.

Using the IVR, callers will also be able to hear other account information as listed under Utility Pack, above.

Callers will also be able to transfer to an agent. If a caller requests a transfer, the IVR performs a hook-flash transfer to a number specified by Santa Ana.

## 2.3. Payment Processing

The Relay solution is configured to accept credit card and e-check payments, allowing customers to make payments against their account. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

The Relay payment application interacts with Santa Ana's Invoice Cloud payment gateway to provide payment functionality. Users will need to authenticate and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. When a payment is reported to the IVR as successful, the IVR will post an update to Santa Ana's S&S EnQuesta application database in real time (only if an API for such an update is available).

Santa Ana will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

### 2.3.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Santa Ana can elect to accept all or a subset of these card types. Any credit card types not accepted by Santa Ana will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Santa Ana can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the Invoice Cloud payment gateway.



### **2.3.2. E-Check**

Users wishing to pay via E-Check will need to enter their bank routing number, bank account number, bank account type, payment amount, and driver's license number. All E-Check transactions are sent through the designated payment gateway.

## **2.4. Languages**

The Customer's Relay application will be configured to support English and the following other language(s):

### **2.4.1. Spanish Language**

The Spanish Language module enables the solution to support Spanish language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice recorded) to the proper language.

The professionally-recorded Spanish prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

### **2.4.2. Vietnamese Language**

The Vietnamese Language module enables the solution to support Vietnamese language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and voice recorded) to the proper language.

The professionally-recorded Vietnamese prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

## **2.5. Speech Recognition**

This module allows callers to select menu choices and enter data by speaking key words and numbers when prompted by the system. If the information is complex, the Relay IVR repeats the information and asks if correction is needed. When the system cannot understand a spoken phrase or word, it will ask the caller to use the keypad for entry.

In the event that the caller is having trouble using speech recognition or the speech recognition service is unavailable, the option of using DTMF will always be available as an alternative method of interaction with the IVR.

Speech recognition functionality will be available in English and Spanish. Vietnamese language speech recognition is not supported.

## 3. System Integration

Depending on the implemented features, Relay requires varying levels of integration with other Santa Ana components. These are described in the following sections.

### 3.1. Application Database Interfaces

It is anticipated that Selectron will be integrating with Santa Ana's S&S EnQuesta (Utility) application database. All data-based interactivity on the solution is reliant upon data being available via the API. Selectron typically integrates to the application database in the following manner:

- Authenticate user credentials input to access account data
- Read account information (see Application Pack descriptions for account data being queried)
- Post payment reconciliation data (amount paid, date/time, associated with account)

### 3.2. Payment Gateway Interfaces

The payment processing service is PA-DSS Verified. Integration to the Invoice Cloud payment gateway initiates the collection and reconciliation of the payments being gathered by the department.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

## 4. Deployment Model

This implementation of Relay will be deployed on premise at Santa Ana. Selectron will be providing the following to support the Relay solution: three (3) virtual VMWare IVR servers: one each for Production, Testing and Speech recognition.

For virtual or physical servers, Relay requires these minimum specifications:

- Quad-Core Intel Processor
- 16G RAM
- Windows Server 2016
- ESXi 6.5 (or above)

If the customer is providing SQL, you **must** provide:

- Microsoft SQL Server 2008 or 2012

Santa Ana's solution is licensed for:

- Eight (8) inbound VoIP/SIP IVR ports allowing for up to eight concurrent calls
- Speech recognition in English and Spanish

## 5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. Santa Ana will be provided with a single set of user credentials for the Relay Portal application during the implementation process. Additional users can be created by the Santa Ana's System Administrator as needed.

The Relay Portal provides Santa Ana administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings.

### 5.1. Run System Reports

Relay features extensive channel logging. Santa Ana administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- System Usage (overall (by channel), by port (for IVR), or by hour)
- System Statistics
- Call Activity Details
- Actions
- Payments

### 5.2. Configure Transfer Rules

Operator transfer settings (such as destination numbers and times) can be managed using the Relay Portal.

### 5.3. Set Office Hours and Holidays

Relay will check against the defined office hours and holidays schedule to determine the correct action when transferring calls. Administration of office hours and holidays can be accomplished through the Relay Portal.

### 5.4. Append an Optional Message

Optional messages are configurable voice messages that can be enabled on the IVR. Example messages can be used to inform callers of changes in office hours or upcoming holidays. The Santa Ana system administrator is responsible for recording the optional greeting by calling the IVR and accessing the hidden administrative menu.

## 6. Responsibilities

### 6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies' responsibilities regarding service initiation and operation.

#### 6.1.1. Provide Project Management

Selectron Technologies assigns a Project Manager to the service initiation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

#### 6.1.2. Provide Documentation

The Project Manager provides the Customer with the following documents to help facilitate the service initiation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll free numbers call volume, APIs, account validation information, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and details all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

#### 6.1.3. Develop Channel Design

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design

Software development cannot begin until these design elements are completed and approved by the Customer.

#### 6.1.4. Perform Quality Assurance Testing

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

### **6.1.5. Provide Installation and Administrative Training**

For an on premise solution, Selectron will provide two days of onsite installation and training for Santa Ana's Relay solution.

### **6.1.6. Provide Marketing Materials**

Selectron Technologies provides marketing collateral that the Customer can use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- Toll free phone number(s)
- Web addresses
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

### **6.1.7. Interface Upgrades**

After service initiation, Santa Ana's S&S EnQuesta database application may release new updates to their application or its interface. Upgrading the Relay interface to be compatible with any Santa Ana application database (or other application database software) may require professional services outside the scope of this service.

## **6.2. Santa Ana, CA**

This section outlines the Customer's service initiation and maintenance requirements and responsibilities.

### **6.2.1. Return Questionnaires and Information**

Selectron Technologies' Project Manager provides Santa Ana with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

### **6.2.2. Provide Customer Specific Information**

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product. For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Utility account numbering scheme
- Validations used for receiving payment on a utility bill

### **6.2.3. Approve Channel Configuration**

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution

Once the channel design(s) have been approved, software development begins.

### **6.2.4. Provide Remote Network Access to Application Database(s)**

In order to fully test the interactive solution, Selectron Technologies requires access to Santa Ana's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Santa Ana identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the utility database, additional, post-installation development and testing time will be necessary, delaying system activation by 1-2 weeks.

### **6.2.5. Provide System Access**

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application database, payment gateway or network are modified. Santa Ana is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

### **6.2.6. Confirm Service Functionality**

Santa Ana, CA has 45-60 calendar days after service initiation to verify the functionality of the interactive solutions. Within the system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally,

the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

#### **6.2.7. Contact Customer Support**

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.



# Statement of Work

Santa Ana, CA

## Relay

*Permits, Dog Licensing, Business Licensing*

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## 1. Overview

This Statement of Work (SOW) outlines the services provided by Selectron Technologies, Inc. (Selectron) to Santa Ana, CA (Santa Ana or Customer). The features, functionality, and services are provided through Selectron Technologies' Relay communication platform (Relay).

### 1.1. Revision History

Version #	Details	Date
1.0	Initial Release	5/13/2021

## 2. Functionality

This section details the functionality of each application included in Relay. All functions and features are dependent upon the accessibility of Santa Ana's relevant Application Databases to provide the relevant data to Relay for each IVR application. A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). The City of Santa Ana is responsible for contacting the Application Database vendors for API availability/pricing. All functionality listed in this Statement of Work is contingent on the accessibility of the data and business logic from the application database via an API.

### 2.1. The Relay Platform

Santa Ana's solution is powered by Selectron's Relay platform. Relay is a multi-channel, multi-agency platform that is designed to connect customers, constituents, and field workers to government agencies and utilities. Relay offers interactive voice response (IVR), web, mobile, outbound, call center agent, and field worker capabilities all in a single platform.

The following sections detail the functionality that will be implemented for Santa Ana. Additional channels, applications, and integrations that are not specified in this SOW are not included, but may be able to be added to the system under a supplemental statement of work. Please contact your Selectron representative for more details for additional functionality.

#### 2.1.1. Application Packs and Channels

Santa Ana's solution includes the following application pack and channels:

- Application packs:
  - Permits Pack
  - Dog Licensing Application
  - Business Licensing Application
- Channels:
  - IVR
  - Outbound

### 2.2. Permits Pack

Santa Ana will be configured with the Relay Permits Pack. The Permits Pack offers Santa Ana's customers with a central point of access for permit information and services. Callers will be able to enter a permit number and perform the following actions:

- Contractor Menu
  - Access inspection results
  - Permit based messaging

- Schedule/reschedule inspections
  - Cancel inspections
  - Hear site address for the permit
  - Hear current permit fees owed
  - Payment Processing – Credit Card and E-Check
  - Partial Payments Acceptance (if desired)
- Inspector Menu
  - Post inspection results
  - Post correction codes
  - Leave Message for contractor
- Payments

All permit, inspection, and/or code information must be made available through an API to the Permitting application database. For any of the features detailed herein to function as described, data must be available in this database to be presented to users.

### **2.2.1. IVR Channel**

The IVR Channel for the Permits Pack provides callers with an Interactive Voice Response (IVR) system for accessing and posting permit information. The IVR offers functionality in the form of a Contractor Menu and an Inspector Menu.

Using the Contractor Menu, a contractor can enter a permit number to access permit information and functions. Upon entering a valid permit number, the user can schedule, reschedule, and/or cancel inspections. After an inspection has been scheduled/rescheduled/canceled, the caller will receive a confirmation number. Additionally, contractors can use the IVR to access inspection results, including any associated correction codes and descriptions. Finally, the contractor can access messages left for them by an inspector, or leave a message for an inspector.

Using the Inspector Menu, accessible via a hidden main menu option, an inspector can enter a permit number to post inspection results via the IVR. When posting results, the caller will need to enter a valid Inspector PIN number (or some other validation number to be determined during implementation). The PIN can be determined by Santa Ana, but must be validated by the Permitting database. When posting results, inspectors can add correction codes as well as leave a message for the contractor.

If desired, callers can be given the option to transfer to an agent. If a caller requests a transfer, the Relay IVR performs a transfer to a number specified by Santa Ana.

## **2.3. Dog Licensing**

Santa Ana will be configured with a custom application for Dog Licensing. The Dog Licensing application offers Santa Ana's customers with a central point of access for

license management and payments. Citizens will be able to enter a license number and access data and activities, including:

- License Validation
- Renewal Timeframe & Due Date
- Discount Validation
- Rabies Expiration
- Payment Processing – Credit Card and E-Check
- Partial Payments Acceptance (if desired)

All information must be made available through an API to the Dog Licensing application database. For any of the features detailed herein to function as described, data must be available in this database (via API) to be presented to users.

### **2.3.1. IVR Channel**

The IVR Channel for the Dog Licensing application provides callers with an Interactive Voice Response (IVR) system for accessing license information and making payments over the phone.

Citizens can call the Dog Licensing IVR channel in order to hear license information and to make a payment. Citizens will need to enter a valid license number in order to perform various activities via the IVR. The IVR validates this data against the Dog Licensing database. Once the license is validated, the IVR will speak the renewal timeframe and due date, as well as an amount due (if any exists). The caller will then be given the option of making a payment.

Using the IVR, callers will also be able to access other license information/functions as listed under Dog Licensing, above.

Callers will also be able to transfer to an agent.

## **2.4. Business Licensing**

Santa Ana will be configured with a custom application for Business Licensing. The Business Licensing application offers Santa Ana's customers with a central point of access for license management and payments. Citizens will be able to enter a license number and access data and activities, including:

- License Validation
- Business License Information including Fees, Due Dates, etc.
- Payment Processing – Credit Card and E-Check
- Partial Payments Acceptance (if desired)

All information must be made available through an API to the Business Licensing application database. For any of the features detailed herein to function as described, data must be available in this database (via API) to be presented to users.

#### **2.4.1. IVR Channel**

The IVR Channel for the Business Licensing application provides callers with an Interactive Voice Response (IVR) system for accessing license information and making payments over the phone.

Citizens can call the Business Licensing IVR channel in order to hear license information and to make a payment. Citizens will need to enter a valid license number in order to perform various activities via the IVR. The IVR validates this data against the Business License Application database. Once the license is validated, the caller will be given access to the above-listed information, and the option of making a payment. Callers will also be able to transfer to an agent.

### **2.5. Relay Outbound**

Relay Outbound provides Santa Ana with a multi-channel outbound communication platform capable of sending voice, SMS, and email messages to citizens. Messages can be configured to include dynamic account data designed to be sent to specific recipients, or can be designed as 'general information' messages without customer-specific data. These outbound messages can be designed and configured by Santa Ana staff using the Relay Portal. Customer-configured voice messages will be spoken to message recipients using computerized text-to-speech.

In addition to the above customer-configured messages, Selectron will design one message template to be defined during the implementation process. The Selectron-created template will use professional voice recording for voice messages as opposed to computerized text-to-speech.

Because the City's Relay Utility IVR is on-premise and Relay Outbound will be hosted/managed by Selectron, only blind transfers (from Hosted Relay Outbound to On-Premise Relay IVRs) are supported.

#### **2.5.1. Customer-Built Templates**

Santa Ana will be able to define and send notifications to citizens via phone, email, or SMS text with dynamic data elements. Data for these templates will be supplied via flat file and do not directly integrate with the customer's application database. Selectron will work with the agency to provide an FTP site where flat files can be uploaded and made available for outbound campaigns. Santa Ana is responsible for defining and configuring these campaigns, which can be done via the Relay Portal. Training for

configuring and recording static notifications will be provided at the end of the implementation process.

## 2.6. Payment Processing

The Relay solution will be configured to accept credit card and e-check payments, allowing citizens to make payments. The payment processing engine is a PA-DSS-Verified payment system that **does not** retain any payment information. Users will need to enter their payment information for each transaction.

Payments against permits are often limited depending on the relevant application database(s). Please contact your application database vendor(s) for more information on posting payments against permits.

Typically, depending on the application database vendor, Selectron can provide one of the following payment methodologies:

- Discrete amount due
- Amount due but user can make a payment in any amount
- Take a payment in any amount; payment is not posted to database. Instead, we provide a payment report for manual reconciliation

Depending on the functionality available with each application database, Selectron will implement payments against permits in one of the above methods.

The Relay payment application interacts with Santa Ana's Invoice Cloud payment gateway to provide payment functionality. Users will need to authenticate and provide valid payment information in order to make a payment. Relay validates the user's payment information before passing it to the payment gateway. For permitting, when a payment is reported to Relay as successful, the payment information will be recorded in a flat file and made available to Santa Ana administrators for reconciliation.

Santa Ana will be able to take payments from citizens via the following payment methods:

- Credit Card
- E-Check

### 2.6.1. Credit Card

The interactive solution accepts Visa®, MasterCard®, Discover®, and American Express®. Santa Ana can elect to accept all or a subset of these card types. Any credit card types not accepted by Santa Ana will not be accepted by the solution. When taking a payment, Relay verifies the credit card number and expiration date. For more security, Santa Ana can choose to verify the card holder's zip code and/or security code. All credit card transactions are sent through the designated payment gateway.

### **2.6.2. E-Check**

Users wishing to pay via E-Check will need to enter their bank routing number and bank account number. All E-Check transactions are sent through the designated payment gateway.

## **2.7. Languages**

The Customer's Relay application will be configured to support English and the following other language(s):

- Spanish
- Vietnamese

The additional language module(s) enables the solution to support non-English-language users. Additionally, all dates, numbers, ordinals, currencies, and letters are translated (and professionally voice recorded) to the proper language.

The professionally-recorded prompts use a vocabulary and dialect predetermined by Selectron. Additions and changes to the prompts to account for regional differences are subject to time and materials billing.

Santa Ana will be able to define a transfer destination for each language available on the IVR.

## **3. System Integration**

Depending on the implemented features, Relay requires varying levels of integration with other Santa Ana components. These are described in the following sections.

### **3.1. Application Database Interfaces**

It is anticipated that Selectron will be integrating with Santa Ana's application database(s) for Permitting, Dog Licensing, and Business Licensing. All data-based interactivity on the solution is reliant upon data being available via the application vendor APIs. The City of Santa Ana is responsible for contacting the application database vendors for API availability and pricing.

During the implementation phase, if data elements are identified as necessary but are not available via the above-described APIs, the project will be impacted. This may affect the implementation timeframe and may potentially result in additional professional services fees.

### 3.2. Payment Gateway Interfaces

For payment processing, Relay will be integrating to Invoice Cloud. The payment processing service is PA-DSS validated. Integration to the payment gateway initiates the collection and reconciliation of the payments being gathered by the department. It is required that the payment gateway integrates utilizing a REST/Web Service implementation.

The following payment processing fees and services are not covered by the purchase of the application:

- Transaction fees
- Merchant accounts
- Third-party payment processing services, fees, and software

## 4. Deployment Model

This implementation of Relay will utilize a mixed deployment. The Permitting, Dog Licensing, and Business Licensing IVR applications will each be deployed on a new virtual server on premise in Santa Ana's VMWare environment.

Santa Ana must provide a Windows OS license for each new virtual server. Relay requires the following minimum specifications:

- Quad-Core Intel Processor
- 16gb RAM
- Windows Server 2016
- ESXi v6.5 (or above)

If the customer is providing SQL:

- Microsoft SQL Server 2012 or 2016

Santa Ana's IVR solutions are licensed for:

- Four (4) inbound IVR ports allowing for up to four concurrent calls. Santa Ana is responsible for providing either analog phone lines or VOIP SIP trunks to support the 4 licensed ports

The Relay Outbound solution will be deployed in Selectron's single-tenant Relay Managed Services environment. Relay Managed Services is a single-tenant hosted application, located in Selectron's local hosting facility. Selectron's hosting facility is a co-located data center featuring keyed entry and individual server locks for security. With a Managed Services solution, Selectron owns all hardware and is responsible for security, ongoing maintenance, and proactive support.

Santa Ana's Relay Outbound solution is licensed for 30,000 annual outbound messages and 4 hours of Template Builder training per year.



## 5. Administrative Tasks

This section details administrative tasks that can be performed in order to manage Relay. All system administration for Relay is handled through the Relay Portal web application. An administrator from Santa Ana will be provided with user credentials for the Relay Portal application during the implementation process. Additional users can be created by the administrator as needed. Permissions can be assigned on a per-user basis; permissions govern the functionality available to a given user.

The Relay Portal provides Santa Ana administrators with a single platform for viewing system usage and health, running reports, and configuring various system settings. The Relay Portal is supported on all modern, “evergreen” browsers including: Chrome, Firefox, IE10+, Microsoft Edge, and Safari.

### 5.1. Run System Reports

Santa Ana administrators will be able to run system reports via the Relay Portal. Reports that can be run by the administrator include:

- Payments
- Call Statistics
- Call Activity
- Call Detail
- Outbound Statistics

### 5.2. Schedule Outbound Campaigns

Using the Relay Portal, administrators can create, edit, and review outbound campaigns made using Relay Outbound. Each instance of an outbound campaign must be scheduled individually. This includes selecting the type of notification, the date/time of delivery, and (for static notifications) the configuration of the message.

The administrator will also need to upload a contact list in .csv format for the notification. The exact formatting of the .csv file will vary depending on the notification being scheduled. Selectron will provide Santa Ana with example .csv files for the configured notifications included in this project, as well as assistance in generating the outbound call list.

## 6. Responsibilities

### 6.1. Selectron Technologies, Inc.

This section outlines Selectron Technologies’ responsibilities regarding service initiation and operation.

#### **6.1.1. Provide Project Management**

Selectron Technologies assigns a Project Manager to the service implementation. The Project Manager is the Customer's primary contact at Selectron Technologies and coordinates all necessary communication and resources.

#### **6.1.2. Provide Documentation**

The Project Manager provides the Customer with the following documents to help facilitate the service implementation process:

- Implementation Questionnaire- gathers critical information needed to setup and initiate the service. This includes information on the toll-free numbers, call volume, APIs, and the types of payments being gathered.
- Remote Access Questionnaire- details information needed by Selectron Technologies to remotely access the Customer's network and application database, prior to system initiation, to allow for complete system testing.
- Implementation Timetable- details project schedule and all project milestones.
- Quality Assurance Test Plan- assists the Customer in determining that the interactive solution is functioning as specified in the Contract.
- Service Acceptance Sign-off Form- indicates that the Customer has verified service functionality.

##### **6.1.2.1. Develop Channel Design**

The Project Manager works with the Customer to develop and complete the following portions of channel design:

- IVR call flow design
- Outbound messaging configuration

Software development cannot begin until these design elements are completed and approved by the Customer.

#### **6.1.3. Perform Quality Assurance Testing**

Selectron Technologies thoroughly tests all applications and integration points prior to initiation, ensuring system functionality. This includes data read from and written to the application database and the general ability for a customer to successfully access live data and complete a transaction.

#### **6.1.4. Provide Installation and Administrative Training**

Selectron will provide two days of onsite installation and training for Santa Ana's Relay solution.

#### **6.1.5. Provide Marketing Materials**

Selectron Technologies can provide marketing collateral that the Customer to use to promote the interactive solution to citizens. Marketing collateral includes a poster, tri-fold brochure, and business card; standard templates for each item are used. Collateral is provided to the Customer in PDF format (original Adobe InDesign files are provided upon request).

Marketing collateral will be provided for each department included in this project. Selectron Technologies' Project Manager will assist in gathering the correct information to be displayed on the marketing collateral. Information displayed includes the following:

- IVR phone number(s)
- Department logo (preferably in EPS format)
- Department address
- A description of functionality
- Additional contact/informational phone numbers
- Samples: where to find account/ permit/ case numbers, etc.

Any changes to the collateral that do not include the items listed above (e.g., design changes to the template) are billed on a time and materials basis. Any changes to the marketing materials after final delivery are also billed on a time and materials basis.

#### **6.1.6. Interface Upgrades**

After service initiation, Santa Ana's database applications may release new updates to their applications or its interfaces. Upgrading the Relay interface to be compatible with any Santa Ana application databases (or other application database software) may require professional services outside the scope of this service.

### **6.2. Santa Ana, CA**

This section outlines the Customer's service implementation and maintenance requirements and responsibilities.

#### **6.2.1. Return Questionnaires and Information**

Selectron Technologies' Project Manager provides Santa Ana with an implementation questionnaire. The implementation questionnaire must be returned prior to developing the call flow design and the implementation timetable.

#### **6.2.2. Provide Customer Specific Information**

The following information should be supplied to Selectron Technologies, in conjunction with the Implementation Questionnaire, to help create a precisely integrated product.

For further clarification on the format and detail of the following data, refer to the Implementation Questionnaire or contact your Selectron Technologies' Project Manager.

- Street names
- Observed holidays
- Extensions used for transfer functions
- Permit status codes and types
- Inspection types and descriptions
- Validations used for scheduling an inspection
- Correction codes and descriptions
- Permit numbering scheme

#### **6.2.2.1. Approve Channel Configuration**

The Customer is responsible for approving the application design developed by Selectron Technologies' Project Manager. This includes reviewing:

- Call flow for the IVR solution
- Outbound messaging format

Once the channel design(s) have been approved, software development begins.

#### **6.2.3. Provide Remote Network Access to Application Database(s)**

In order to fully test the interactive solution, Selectron Technologies requires access to Santa Ana's application database(s) prior to installation. Selectron Technologies' Project Manager provides a Remote Access Questionnaire to help Santa Ana identify the necessary requirements.

If remote access is not granted, the Customer should inform the Project Manager immediately. While system installation can be successful without prior access to the database, additional, post-installation development and testing time will be necessary, significantly delaying system activation.

#### **6.2.4. Provide System Access**

Selectron Technologies requires access to the Customer's network and database/system. Changing or deleting access accounts could lead to disruption in service for the interactive solution and/or Selectron Technologies' ability to provide timely support. Please notify Selectron Technologies immediately if the accounts for the Application Database, payment gateway or network are modified. Santa Ana is responsible for providing Selectron with appropriate application database and payment gateway network access as defined in the System Integration section.

#### **6.2.5. Confirm Service Functionality**

Santa Ana, CA has 30 calendar days after service initiation to verify the functionality of the interactive solutions. Within the 30-day system acceptance period the Customer should test system functionality using the provided Quality Assurance Test Plan. Additionally, the System Acceptance Sign-off form must be sent to Selectron Technologies' Project Manager within this period.

#### **6.2.6. Contact Customer Support**

Anytime the Customer requests a significant change to their Selectron interactive solution, an authorized contact from the agency must provide acknowledgement to Selectron's Customer Support Department. A significant change is a modification that will A) change system behavior, B) allow users to change the system, or C) allow access to protected data.

**EXHIBIT B**  
**Support and Maintenance Fee Schedule**  
**Updated May 17, 2021**

**1. Support and Maintenance Fees**

Below is the estimated PremierPro Support and Maintenance Agreement fee schedule for the existing Relay Utility IVR solution.

**Municipal Utility Services**

**Base Term: July 1, 2021 – December 31, 2025**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Relay Utility	Jul 1, 2021 to Dec 31, 2021	Jul 1, 2021	\$10,455.00
Relay Utility	Jan 1, 2022 to Dec 31, 2022	Dec 15, 2021	\$21,535.00
Relay Utility	Jan 1, 2023 to Dec 31, 2023	Dec 15, 2022	\$22,180.00
Relay Utility	Jan 1, 2024 to Dec 31, 2024	Dec 15, 2023	\$22,845.00
Relay Utility	Jan 1, 2025 to Dec 31, 2025	Dec 15, 2024	\$23,530.00
<b>Total for Base Term</b>			<b>\$100,545.00</b>

**Optional First Extension: 3 Years (January 1, 2026 – December 31, 2028)**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Relay Utility	Jan 1, 2026 to Dec 31, 2026	Dec 15, 2025	\$24,235.00
Relay Utility	Jan 1, 2027 to Dec 31, 2027	Dec 15, 2026	\$24,965.00
Relay Utility	Jan 1, 2028 to Dec 31, 2028	Dec 15, 2027	\$25,715.00
<b>Total for Optional First Extension</b>			<b>\$74,915.00</b>

**Optional Second Extension: 1 Year (January 1, 2029 – December 31, 2029)**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Relay Utility	Jan 1, 2029 to Dec 31, 2029	Dec 15, 2028	\$26,485.00
<b>Total for Optional Second Extension</b>			<b>\$26,485.00</b>

<b>Grand Total: Jul 1, 2021 to Dec 31, 2029</b>	<b>\$201,945.00</b>
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## 2. Assumptions and Other Terms

The estimated support and maintenance fee schedule above are based on the following assumptions.

- a. Fee amounts in the schedule above for Renewal Terms are estimates, which may be increased or decreased. The future fee estimates do not include increases to reflect additional functionality purchased.
- b. Future fee estimates for Renewal Terms are not a guarantee that Consultant will agree to automatic renewal of the PremierPro Support and Maintenance Agreement, and future fee estimates shall not affect Consultant's right to provide notice of non-renewal under Section 2 of the PremierPro Support and Maintenance Agreement.

## 3. PremierPro Support Covered Products and Licenses

The following products and licenses are covered under the PremierPro Support and Maintenance Agreement.

### Municipal Utility Services

#### Relay Utility Pack Interactive Voice Response Solution

Included Functionality:

- Current Balance Owed
- Last Billing Date and Amount (Up to last 6)
- Next Billing Date
- Last Payment Date and Amount (Up to last 6)
- Partial Payment
- Credit Card Payment
- ACH Payment

**Language Add-On (Spanish)**

**Language Add-on (Vietnamese)**

**8 Licensed Ports with English & Spanish Speech Recognition**

**EXHIBIT C**  
**Optional Items**  
**Updated May 14, 2021**

**1. One-Time Setup Fees**

<b>Product</b>	<b>One-Time Setup Fee</b>
A) 4-Port Relay Dog License IVR	\$46,000
B) 4-Port Relay Business License IVR	\$46,000
C) 4-Port Relay Permits IVR	\$82,250
D) Managed/Hosted Relay Outbound	Option 1: \$7,500 if Purchase Order is received after 1/1/2023 Option 2: \$3,750 if Purchase Order is received by 12/31/2022 Option 3: \$0 if Purchase Order is received by 3/31/2022
<b>Total</b> <i>Assumes Option 3 for Relay Outbound</i>	<b>\$174,250</b>

**2. Estimated Annual Fees**

**A. 4-Port On-Premise Relay Dog License IVR - Annual Support & Maintenance Estimates**

**Base Term: 4 Years (January 1, 2022 – December 31, 2025)**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Dog License IVR	Jan 1, 2022 to Dec 31, 2022	Dec 15, 2021	\$9,200.00
Dog License IVR	Jan 1, 2023 to Dec 31, 2023	Dec 15, 2022	\$9,660.00
Dog License IVR	Jan 1, 2024 to Dec 31, 2024	Dec 15, 2023	\$10,145.00
Dog License IVR	Jan 1, 2025 to Dec 31, 2025	Dec 15, 2024	\$10,650.00
<b>Total for Base Term</b>			<b>\$39,655.00</b>

**Optional First Extension: 3 Years (January 1, 2026 – December 31, 2028)**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Dog License IVR	Jan 1, 2026 to Dec 31, 2026	Dec 15, 2025	\$11,185.00
Dog License IVR	Jan 1, 2027 to Dec 31, 2027	Dec 15, 2026	\$11,745.00
Dog License IVR	Jan 1, 2028 to Dec 31, 2028	Dec 15, 2027	\$12,330.00
<b>Total for Optional First Extension</b>			<b>\$35,260.00</b>

**Optional Second Extension: 1 Year (January 1, 2029 – December 31, 2029)**

<b>Item</b>	<b>Dates covered</b>	<b>Payment Due Date</b>	<b>Amount</b>
Dog License IVR	Jan 1, 2029 to Dec 31, 2029	Dec 15, 2028	\$12,945.00
<b>Total for Optional Second Extension</b>			<b>\$12,945.00</b>

<b>Grand Total: Jan 1, 2022 to Dec 31, 2029</b>	<b>\$87,860.00</b>
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**B. 4-Port On-Premise Relay Business License IVR - Annual Support & Maintenance Estimates**

**Base Term: 4 Years (January 1, 2022 – December 31, 2025)**

Item	Dates covered	Payment Due Date	Amount
Business License IVR	Jan 1, 2022 to Dec 31, 2022	Dec 15, 2021	\$9,200.00
Business License IVR	Jan 1, 2023 to Dec 31, 2023	Dec 15, 2022	\$9,660.00
Business License IVR	Jan 1, 2024 to Dec 31, 2024	Dec 15, 2023	\$10,145.00
Business License IVR	Jan 1, 2025 to Dec 31, 2025	Dec 15, 2024	\$10,650.00
<b>Total for Base Term</b>			<b>\$39,655.00</b>

**Optional First Extension: 3 Years (January 1, 2026 – December 31, 2028)**

Item	Dates covered	Payment Due Date	Amount
Business License IVR	Jan 1, 2026 to Dec 31, 2026	Dec 15, 2025	\$11,185.00
Business License IVR	Jan 1, 2027 to Dec 31, 2027	Dec 15, 2026	\$11,745.00
Business License IVR	Jan 1, 2028 to Dec 31, 2028	Dec 15, 2027	\$12,330.00
<b>Total for Optional First Extension</b>			<b>\$35,260.00</b>

**Optional Second Extension: 1 Year (January 1, 2029 – December 31, 2029)**

Item	Dates covered	Payment Due Date	Amount
Business License IVR	Jan 1, 2029 to Dec 31, 2029	Dec 15, 2028	\$12,945.00
<b>Total for Optional Second Extension</b>			<b>\$12,945.00</b>

<b>Grand Total: Jan 1, 2022 to Dec 31, 2029</b>	<b>\$87,860.00</b>
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**C. 4-Port On-Premise Relay Permits IVR - Annual Support & Maintenance Estimates**

**Base Term: 4 Years (January 1, 2022 – December 31, 2025)**

Item	Dates covered	Payment Due Date	Amount
Relay Permits IVR	Jan 1, 2022 to Dec 31, 2022	Dec 15, 2021	\$16,450.00
Relay Permits IVR	Jan 1, 2023 to Dec 31, 2023	Dec 15, 2022	\$17,275.00
Relay Permits IVR	Jan 1, 2024 to Dec 31, 2024	Dec 15, 2023	\$18,140.00
Relay Permits IVR	Jan 1, 2025 to Dec 31, 2025	Dec 15, 2024	\$19,045.00
<b>Total for Base Term</b>			<b>\$70,910.00</b>

**Optional First Extension: 3 Years (January 1, 2026 – December 31, 2028)**

Item	Dates covered	Payment Due Date	Amount
Relay Permits IVR	Jan 1, 2026 to Dec 31, 2026	Dec 15, 2025	\$19,995.00
Relay Permits IVR	Jan 1, 2027 to Dec 31, 2027	Dec 15, 2026	\$20,995.00
Relay Permits IVR	Jan 1, 2028 to Dec 31, 2028	Dec 15, 2027	\$22,045.00
<b>Total for Optional First Extension</b>			<b>\$63,035.00</b>

**Optional Second Extension: 1 Year (January 1, 2029 – December 31, 2029)**

Item	Dates covered	Payment Due Date	Amount
Relay Permits IVR	Jan 1, 2029 to Dec 31, 2029	Dec 15, 2028	\$23,145.00
<b>Total for Optional Second Extension</b>			<b>\$23,145.00</b>

<b>Grand Total: Jan 1, 2022 to Dec 31, 2029</b>	<b>\$157,090.00</b>
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#### D. Managed/Hosted Relay Outbound – Annual Support & Bundle Fee Estimates

##### Base Term: 4 Years (January 1, 2022 – December 31, 2025)

Item	Dates covered	Payment Due Date	Amount
Annual Support	Jan 1, 2022 to Dec 31, 2022	Dec 15, 2021	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Annual Support	Jan 1, 2023 to Dec 31, 2023	Dec 15, 2022	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Annual Support	Jan 1, 2024 to Dec 31, 2024	Dec 15, 2023	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Annual Support	Jan 1, 2025 to Dec 31, 2025	Dec 15, 2024	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Total for Base Term		\$40,400.00	

##### Optional First Extension: 3 Years (January 1, 2026 – December 31, 2028)

Annual Support	Jan 1, 2026 to Dec 31, 2026	Dec 15, 2025	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Annual Support	Jan 1, 2027 to Dec 31, 2027	Dec 15, 2026	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Annual Support	Jan 1, 2028 to Dec 31, 2028	Dec 15, 2027	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Total for Optional First Extension			\$30,300.00

##### Optional Second Extension: (January 1, 2029 – December 31, 2029)

Annual Support	Jan 1, 2029 to Dec 31, 2029	Dec 15, 2028	\$5,000.00
Annual Bundle: 30k Messages			\$5,100.00
Total for Optional Second Extension			\$10,100.00

<b>Grand Total: Jan 1, 2022 to Dec 31, 2029</b>	<b>\$80,800.00</b>
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### 3. Assumptions and Other Terms

The estimated support and maintenance fee schedule above are based on the following assumptions.

- Recurring fees are effective Upon Go Live or Upon Delivery of Product for User Acceptance Testing plus 45 days, whichever comes first.
- The amounts will be adjusted and prorated based upon the actual Go Live date or delivery of product for User Acceptance Testing plus 45 days, whichever comes first.
- Fee amounts in the schedule above for Renewal Terms are estimates, which may be increased or decreased. The future fee estimates do not include increases to reflect additional functionality purchased.
- Future fee estimates for Renewal Terms are not a guarantee that Consultant will agree to automatic renewal of the PremierPro Support and Maintenance Agreement, and future fee estimates shall not affect Consultant's right to provide notice of non-renewal under Section 2 of the PremierPro Support and Maintenance Agreement.

## 4. Scope of Work

### On-Premise Relay Dog License Interactive Voice Response Solution

Includes:

- 4 Licensed Ports
- Validate Dog License
- Renewal Timeframe & Due Date
- Validate Discounts
- Rabies Expiration
- Credit Card Payment (Invoice Cloud Payment Gateway)
- ACH Payment (Invoice Cloud Payment Gateway)
- Partial Payments
- Languages: English, Spanish & Vietnamese
- Transfer to Santa Ana Staff

#### Assumptions/Requirements:

- Relay Dog License IVR will be installed on a new separate virtual server on the City's VMWare environment. The City will provide the Windows OS license for the new virtual server.
- A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed above is contingent on the accessibility of the data and business logic from the application database via an API.
- The IVR will be integrated with the City's Dog License Application Database via API, if available through the City's Dog License Application Database vendor. The City of Santa Ana is responsible for contacting the Dog License vendor for API availability/pricing.
- Selectron's quote does not include merchant account provider costs or associated fees, payment gateway costs or fees.
- The City is responsible for providing either analog phone lines or VOIP SIP trunks to support the 4 licensed ports.

### On-Premise Business License Interactive Voice Response Solution

Includes:

- 4 Licensed Ports
- Validate License
- Transfer to Santa Ana Staff
- Languages: English, Spanish & Vietnamese
- Provide Business License Information – fees due, due date, etc.
- Credit Card Payment (Invoice Cloud Payment Gateway)
- ACH Payment (Invoice Cloud Payment Gateway)
- Partial Payments

#### Assumptions/Requirements:

- Business License IVR will be installed on a new separate virtual server on the City's VMWare environment. The City will provide the Windows OS license for the new virtual server.
- A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed above is contingent on the accessibility of the data and business logic from the application database via an API.
- The IVR will be integrated with the City's Business License Application Database via API, if available through the City's Business License Application Database vendor. The City of Santa Ana is responsible for contacting the Business License vendor for API availability/pricing.
- Selectron's quote does not include merchant account provider costs or associated fees, payment gateway costs or fees.
- The City is responsible for providing either analog phone lines or VOIP SIP trunks to support the 4 licensed ports.

## On-Premise Relay Permits Interactive Voice Response Solution

Includes the following base features:

- Access Inspection Results
- Permit-Based Messaging
- Schedule/Reschedule Inspections
- Cancel Inspections
- English Professional Voice
- Post Correction Codes
- Speak Site Address
- Transfer to Santa Ana Staff
- Post Inspection Results

The following features are included in the quoted price, but optional:

- Pay Permit Fees via Credit Card or E-Check (Invoice Cloud Payment Gateway)
- Spanish Call Flow, Translation & Professional Voice
- Vietnamese Call Flow, Translation & Professional Voice

If the City decides to exclude any of the optional items, the one-time setup fee and annual support fees for the Relay Permits IVR solution will decrease.

### Assumptions/Requirements:

- Relay Permits IVR will be installed on a new separate virtual server on the City's VMWare environment. The City will provide the Windows OS license for the new virtual server.
- A Standard Application Database is defined as an Application Database that exposes the needed data and transaction business rules via an Application Programming Interface (API). All functionality listed above is contingent on the accessibility of the data and business logic from the application database via an API.
- The IVR will be integrated with the City's Permitting Application Database via API, if available through the City's Permitting Application Database vendor. The City of Santa Ana is responsible for contacting the vendor for API availability/pricing.
- Selectron's quote does not include merchant account provider costs or associated fees, payment gateway costs or fees.
- The City is responsible for providing either analog phone lines or VOIP SIP trunks to support the 4 licensed ports.

## Managed/Hosted Relay Outbound Solution

Included Functionality:

- Voice, Email, and SMS Channels
- 1 Selectron-Built Template
- Template Builder
- Blind Transfer to On-Premise Relay Utility IVR
- Unlimited Customer-Built Templates

The Relay Outbound system offers the following functionality:

- **Relay Outbound:** supports delivery of phone calls, emails, and/or SMS text messages to recipients. Messages are split into two components: **campaigns** designating who and when to contact, with **templates** determining the specific messaging and data present in a message.
- **Template Builder:** allows users with permission to build their own message templates with dynamic data elements for delivery. Data for Agency-Built Templates will be supplied via flat file (see below) and do not directly integrate with the client's application database.
- **Template Builder Training:** The Annual Relay Outbound Support Fee includes 4 hours of training. These hours can be used by the City to get additional training from Selectron staff on the template builder tool.

- **Flat file:** a .csv file, consisting of the call list and relevant recipient data, that is used to provide contact information and relevant data points to be relayed to message recipients. Flat files are only necessary for Agency-built templates. Selectron will work with the agency to provide an FTP site where flat files can be uploaded and made available for outbound campaigns. Relay Outbound has a web-based interface to configure and send messages as campaigns, which is accessed via the Relay Portal.
- **Transfers:** Because the City's Relay Utility IVR is on-premise and Relay Outbound will be hosted/managed by Selectron, only blind transfers (from Hosted Relay Outbound to On-Premise Relay Utility IVR) are supported.

#### **Annual Relay Outbound Bundle:**

Table 2.D above includes an Annual Relay Outbound Bundle of 30,000 Messages and 4 hours of Template Builder Training per year.

Outbound messages are purchased in annual message bundles. Messages, as defined by the agreement, that are not used rollover to the next qualifying renewal. The rollover messages from one period may only be used to offset overages in the next immediate period. If there are no overages from one period, the rollover messages from the prior period expire. A qualifying renewal is one that is equal to or greater than the previous period. If customer chooses to reduce their annual plan renewal, rollover messages do not apply.

The City may choose a different annual bundle size based on the number of annual outbound messages (calls, emails, text messages) the City is expecting to make. The *Per Message Rate* will depend on the bundle size. Sample bundles:

<b>Option</b>	<b>Annual Bundle Size</b>	<b>Per Message Rate</b>	<b>Total Annual Fee</b>
1	20,000 Messages	\$0.19	\$3,800
2	30,000 Messages	\$0.17	\$5,100
3	40,000 Messages	\$0.16	\$6,400
4	50,000 Messages	\$0.15	\$7,500
5	70,000 Messages	\$0.14	\$9,800

**EXHIBIT D****Maximum Contract Compensation Table**

<b>Fiscal Year</b>	<b>Activity Description</b>	<b>Contracted Compensation Amount</b>	<b>Additional Contingency</b>	<b>Maximum Compensation Amount</b>
<b>FY 2021-22</b>	Utility IVR Support & Maintenance from 7/1/2021 thru 12/31/2022	\$10,455	\$1,568	\$12,023
	Optional - One-time setup for 4-Port Relay Dog License IVR	\$0.00	\$52,900	\$52,900
	Optional - One-time setup for 4-Port Relay Business License IVR	\$0.00	\$52,900	\$52,900
	Optional - One-time setup for 4-Port Relay Land Management System IVR	\$0.00	\$94,588	\$94,588
	Optional - Option 3 for One-time Utility IVR setup fee for Managed/ Hosted Relay Outbound messages - If Purchase Order is received by 3/31/2022	\$0.00	\$0.00	\$0.00
	Utility IVR Support & Maintenance from 1/1/2022 thru 12/31/2022	\$21,535	\$3,230	\$24,765
	Optional - Dog License IVR Support & Maintenance from 1/1/2022 thru 12/31/2022	\$0.00	\$10,580	\$10,580
	Optional - Business License IVR Support & Maintenance from 1/1/2022 thru 12/31/2022	\$0.00	\$10,580	\$10,580

### Maximum Contract Compensation Table

	Optional - Land Management System IVR Support & Maintenance from 1/1/2022 thru 12/31/2022	\$0.00	\$18,918	\$18,918
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2022 thru 12/31/2022	\$0.00	\$11,615	\$11,615
<b>FY 2022-23</b>	Utility IVR Support & Maintenance from 1/1/2023 thru 12/31/2023	\$22,180	\$3,327	\$25,507
	Optional - Option 2 for One-time Utility IVR setup fee for Managed/ Hosted Relay Outbound messages - If Purchase Order is received by 12/31/2023	\$0.00	\$4,313	\$4,313
	Optional - Dog License IVR Support & Maintenance from 1/1/2023 thru 12/31/2023	\$0.00	\$11,109	\$11,109
	Optional - Business License IVR Support & Maintenance from 1/1/2023 thru 12/31/2023	\$0.00	\$11,109	\$11,109
	Optional - Land Management System IVR Support & Maintenance from 1/1/2023 thru 12/31/2023	\$0.00	\$19,866	\$19,866
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2023 thru 12/31/2023	\$0.00	\$11,615	\$11,615

### Maximum Contract Compensation Table

<b>FY 2023- 24</b>	Utility IVR Support & Maintenance from 1/1/2024 thru 12/31/2024	\$22,845	\$3,427	\$26,272
	Optional - Option 1 for One-time Utility IVR setup fee for Managed/ Hosted Relay Outbound messages if Purchase Order is received by 1/1/2027	\$0.00	\$8,625	\$8,625
	Optional - Dog License IVR Support & Maintenance from 1/1/2024 thru 12/31/2024	\$0.00	\$11,667	\$11,667
	Optional - Business License IVR Support & Maintenance from 1/1/2024 thru 12/31/2024	\$0.00	\$11,667	\$11,667
	Optional - Land Management System IVR Support & Maintenance from 1/1/2024 thru 12/31/2024	\$0.00	\$20,861	\$20,861
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2024 thru 12/31/2024	\$0.00	\$11,615	\$11,615
<b>FY 2024- 25</b>	Utility IVR Support & Maintenance from 1/1/2025 thru 12/31/2025	\$23,530	\$3,530	\$27,060
	Optional - Dog License IVR Support & Maintenance from 1/1/2025 thru 12/31/2025	\$0.00	\$12,248	\$12,248
	Optional - Business License IVR Support & Maintenance from 1/1/2025 thru 12/31/2025	\$0.00	\$12,248	\$12,248



### Maximum Contract Compensation Table

	Optional - Land Management Services IVR Support & Maintenance from 1/1/2025 thru 12/31/2025	\$0.00	\$21,902	\$21,902
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2025 thru 12/31/2025	\$10,100	\$1,515	\$11,615
<b>FY 2025-26</b>	Utility IVR Support & Maintenance from 1/1/2026 thru 12/31/2026	\$24,235	\$3,635	\$27,870
	Optional - Dog License IVR Support & Maintenance from 1/1/2026 thru 12/31/2026	\$0.00	\$12,863	\$12,863
	Optional - Business License IVR Support & Maintenance from 1/1/2026 thru 12/31/2026	\$0.00	\$12,863	\$12,863
	Optional Land Management System IVR Support & Maintenance from 1/1/2026 thru 12/31/2026	\$0.00	\$22,994	\$22,994
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2026 thru 12/31/2026	\$0.00	\$11,615	\$11,615
<b>FY 2026-27</b>	Utility IVR Support & Maintenance from 1/1/2027 thru 12/31/2027	\$24,965	\$3,745	\$28,710

### Maximum Contract Compensation Table

	Optional - Dog License IVR Support & Maintenance from 1/1/2027 thru 12/31/2027	\$0.00	\$13,507	\$13,507
	Optional - Business License IVR Support & Maintenance from 1/1/2027 thru 12/31/2027	\$0.00	\$13,507	\$13,507
	Optional Land Management System IVR Support & Maintenance from 1/1/2027 thru 12/31/2027	\$0.00	\$24,144	\$24,144
	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2027 thru 12/31/2027	\$0.00	\$11,615	\$11,615
<b>FY 2028-29</b>	Utility IVR Support & Maintenance from 1/1/2028 thru 12/31/2028	\$25,715	\$3,857	\$29,572
	Optional - Dog License IVR Support & Maintenance from 1/1/2028 thru 12/31/2028	\$0.00	\$14,180	\$14,180
	Optional - Business License IVR Support & Maintenance from 1/1/2028 thru 12/31/2028	\$0.00	\$14,180	\$14,180
	Optional - Land Management Services IVR Support & Maintenance from 1/1/2028 thru 12/31/2028	\$0.00	\$25,352	\$25,352

### Maximum Contract Compensation Table

	Optional - Utility IVR Managed/ Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2028 thru 12/31/2028	\$0.00	\$11,615	\$11,615
<b>FY 2029- 30</b>	Utility IVR Support & Maintenance from 1/1/2029 thru 12/31/2029	\$26,485	\$3,973	\$30,458
	Optional - Dog License IVR Support & Maintenance from 1/1/2029 thru 12/31/2029	\$0.00	\$14,887	\$14,887
	Optional - Business License IVR Support & Maintenance from 1/1/2029 thru 12/31/2029	\$0.00	\$14,887	\$14,887
	Optional - Land Management Services IVR Support & Maintenance from 1/1/2029 thru 12/31/2029	\$0.00	\$26,617	\$26,617
	Optional - Utility IVR Managed/Hosted Relay Outbound messages Support & Maintenance (\$5,000) and annual bundle of 30K messages (\$5,100) from 1/1/2029 thru 12/31/2029	\$0.00	\$11,615	\$11,615
		<b>Subtotal</b>	<b>Subtotal</b>	<b>Grand Total</b>
		<b><u>\$212,045</u></b>	<b><u>\$709,168</u></b>	<b><u>\$921,213</u></b>

Note: Any Contracted Compensation Amount, Additional Contingency Amount, or Maximum Compensation Amount as set forth above, which is not expressed as a whole dollar value shall, for purposes of fixing the maximum compensation amount payable under this agreement, be rounded-up to the next highest whole dollar.