

AN ORDINANCE **2012-03-15-0188**

AUTHORIZING A CONTRACT WITH DELOITTE FINANCIAL ADVISORY SERVICES LLP, THE SOLE SOURCE PROVIDER, TO PROVIDE UPGRADES AND ENHANCEMENTS TO THE ON-LINE RIGHT OF WAY PERMIT SYSTEM FOR AN ESTIMATED TOTAL OF \$179,225.00, FUNDING IS AVAILABLE FROM THE RIGHT OF WAY MANAGEMENT FUND IN FY 2012 BUDGET.

* * * * *

WHEREAS, the Department of Public Works, Right of Way Management Division processes hundreds of transactions including reports, permit addendums, invoices, dynamic maps and an average of 16,500 permit applications per year using an on-line permitting system; and

WHEREAS, advances in web-enabled architecture and browser technology provide numerous benefits not currently being used by the City's permitting system.

WHEREAS, upgrading current software combined with design modifications and architecture will make the system easier to maintain, meet customer demand and enable future improvements;
NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with Deloitte Financial Advisory Services, LLP, to provide the Department of Public Works with an online right of way permitting system, for an estimated amount of \$179,225.00 is hereby approved. A copy of the agreement, bid tab and certificate of exemption is attached hereto as **Attachment I** and incorporated by reference for all purposes. The Director or his designee is authorized to execute any documents necessary to carry out the purposes of this ordinance.

SECTION 2. Funding in the amount of \$179,225.00 for this ordinance is available in Fund 29052000, Cost Center 2303040001, General Ledger 5201040, as part of the Fiscal Year 2012 Budget..

SECTION 3. Payment not to exceed the budgeted amount is authorized and should be encumbered with a purchase order.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

PASSED AND APPROVED this 15th day of March, 2012.

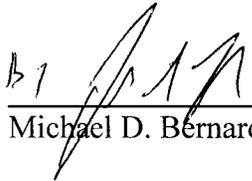

M A Y O R
Julián Castro

ATTEST:

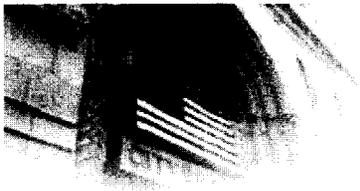


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

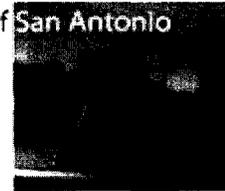
b7 

Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - 6

Name:	5, 6, 7, 9, 10, 12, 13, 14, 15, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 17						
Date:	03/15/2012						
Time:	09:26:13 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing a contract with Deloitte Financial Advisory Services LLP, the sole source provider, to provide upgrades and enhancements to the on-line Right of Way Permit system for an estimated total of \$179,225.00, funding is available from the Right Of Way Management Fund in FY 2012 budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				x
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7	x					
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10		x				

Deloitte.

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Anthony Chukwudolue, Assistant Director of Public Works
City of San Antonio
114 W. Commerce, 6th Floor
San Antonio, Texas 78205

Deloitte Financial Advisory Services
LLP
1919 N. Lynn St.
Arlington, VA 22209
United States

Tel: +1 571 882 6880
www.deloitte.com

Dear Anthony,

This letter confirms the engagement of Deloitte Financial Advisory Services LLP (“Deloitte FAS”) to provide technical services to assist the Right of Way Management Division with extending, enhancing and implementing a set of new features for the ROW permitting system.

We will perform this engagement to provide the requested technical consulting services described in the attached Scope of Services and Deliverables section of this engagement letter (“Scope of Services”) subject to the General Business Terms and conditions set forth at the end of the Scope of Services.

We are prepared to commence work in January 2012 or another mutually agreed upon start date and upon acceptance of this engagement letter, including the Scope of Services and General Business Terms. Please do not hesitate to contact me at (617) 480-5559 if you have any questions. Thank you for the opportunity to support this engagement.

Sincerely,



Matthew Gentile
Principal
Deloitte FAS LLP

Attachment: Scope of Services and Terms and Conditions

SCOPE OF SERVICES TO ENGAGEMENT LETTER

SCOPE OF SERVICES AND DELIVERABLES

The City of San Antonio has requested that Deloitte FAS provide specialized resources and technical services to assist the Right of Way division (ROW) in the areas of new feature development and implementation for the existing ROW on-line permitting system. The City of San Antonio intends to draw on Deloitte FAS expertise for specific engineering aspects of maturing the on-line permitting platform and integration of its capabilities with Information Technology Services Division (ITSD).

As described below in this Scope of Services, Deloitte FAS agrees to assist the City of San Antonio with the development and implementation of a series of new features for administrators and end-users.

Deloitte FAS will provide the City of San Antonio with the following services:

- Project Management – to ensure timely and orderly delivery of new features and refinements to the ROW on-line permitting system;
- Software Design & Development – extending the existing ROW permitting system’s software code to achieve a specific set of new features;
- Software Implementation Support – technical support for the deployment of the updated code on to the City’s server infrastructure.

Description of Duties:

- Provide strategy, design, and implementation guidance for new enhancement to the existing ROW on-line permitting system.
- Conduct meetings, interviews, and other forms of collaborative exchanges with the City of San Antonio technical staff and other process stakeholders to codify requirements, vet systems designs and architectures, and plan software development cycles, builds, and releases.
- Document process and design in text, diagrams and other conceptual or schematic tools as appropriate. Develop, test, and deploy software in a coordinated fashion with the City of San Antonio software development staff to meet system specifications and requirements as agreed to in the attached Statement of Work (Attachment (A)).

ENGAGEMENT TEAM

We have proposed a team of experienced geospatial software product development and management professionals for this project. The proposed team structure is illustrated below.

Core Client Services Team

Matthew Gentile, Principal, Deloitte Financial Advisory Services LLP:

Matt will be the engagement leader for this project, a recognized thought leader and entrepreneur in the geospatial community dedicating the past 16 years to working at the intersection of public policy and geospatial technology. Matt began his career as a White House staffer supporting environmental science and policy development in the White House Office on Environmental Policy in the mid-1990s. He went on to build businesses that focused on combining the distributive and collaborative power of the WWW with the analytic and visualization capability of geographic information systems (GIS). In 1997, Matt co-founded Syncline, a hosted geospatial services company. As CEO of Syncline, he quickly became an industry leader, revolutionizing

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how State, Local and Federal government published and shared geospatial data on the web with the flagship MapCiti platform.

In 2003, he co-founded, Traverse Technologies where his focus was providing world-class strategic consulting and software development services toward the collaborative exchange, display and analysis of geospatial content. While CEO of Traverse Technologies, Matt's work included support to the Department of Homeland Security's Geospatial Management Office, the US Census Bureau Geography Division, the US Air Force, and the United States Secret Service. He also led efforts at the world's two largest commercial satellite imagery companies in the design and development of rapid-discovery and dissemination systems for sub-meter hi-resolution imagery used in military, intelligence, environmental and emergency response efforts throughout the world. Matt is a graduate of the Massachusetts Institute of Technology (MIT) and Indiana University.

Steven Johnson, Manager, Deloitte Financial Advisory Services LLP

Steven possesses over 20 years of applied experience with geospatial information management in both public and private sectors with significant expertise derived from engagements at the US Census Bureau, US Department of Transportation and a decade as a project manager for the Wake County, NC Geographic Information Services division. Current competencies include:

- Providing strategy, design and implementation guidance for Web-centered geospatial information system development and engineering.
- Facilitating business re-engineering and organizational change processes related to information systems.
- Collaborative exchanges with clients and other process stakeholders to codify requirements, vet system designs and architectures.
- Documenting process artifacts in well-written text, in UML diagrams and using other conceptual or schematic tools.
- Create and communicate components of enterprise architecture, particularly data models, information workflows and service interfaces.
- Working with models and designs using web and Internet protocols
- Developing aspects of Web-enabled enterprise systems using languages and tools common to the geospatial trade

Steven has a masters in regional planning from the University of North Carolina Chapel Hill and a bachelor of arts in philosophy from Lenoir-Rhyne College.

David Rafkind, Sr. Associate, Deloitte Financial Advisory Services LLP

David has considerable experience in software development involving a wide range of geospatial technologies. From embedded systems, to web applications to scientific simulations, he has worked on many different projects and teams. Recently he has done much work with GIS and web applications for both commercial and government clients including such clients as GeoEye, the City of San Antonio and the Federal Communications Commission. David's expertise is drawn from a decade of successful project involvement including:

As Sr. Associate with Deloitte

- GIS Analyst for FCC National Broadband Map Project
- C# Web Developer for EyeQ imagery dissemination application for GeoEye
- Java Web Developer for Permitting application for City of San Antonio
- Flex/PHP Developer for Voter Demographic application for Targetpoint

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- Java Web Developer for NIEM Schema Extractor application for DHS/GMO
- As programmer with Google
 - Python Developer for Spreadsheets application
 - Java Test Developer for Mashup application
- As research assistant at University of Maryland Center for Environmental Energy Engineering
 - C# / Winforms GUI developer for HVAC Simulation application
 - Matlab /C developer for HVAC Simulation application
 - VB6 developer for Chemical properties graphing application
 - C# / C / VB6 developer for software licensing components
 - C# / Java web developer for web server analytics application
- As developer for ESRI
 - Technical Marketer for Defense Clients
 - Java Domain expert / consultant for Defense clients in the DC area
- As developer for Peace Technology / NHLBI
 - Java web developer for scientific data application
 - Java DICOM developer for medical records applications
 - Java developer for medical instrument control application
- As software tester and developer for OC Systems
 - Regression test creation for debugging software
 - C developer for Java decompiler library
- As developer for Object Technology International
 - Tester/debugger for embedded java systems
 - Java developer for demonstration applications
 - System administrator for unix
- As developer for Xerox
 - C developer for network printer application
 - Automated GUI developer for printer application

Subject Matter Specialists

Deloitte FAS will assign appropriate subject matter specialists to key aspects of this engagement on an as needed basis.

The City of San Antonio Management Participation

We anticipate the City of San Antonio management participation during this effort will involve the following:

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- Provide a dedicated project management lead and access to / coordination with employees necessary for the completion of the project.
 - Assist with access to requested documentation, systems, software, and facilities.
 - Review and approve all deliverables.
- The deliverables, roles and responsibilities for each party, schedule, fees and expenses, and assumptions for this engagement are further described in Attachment (A).

PROJECT TIMING AND FEES

Anticipated duration for the project is 12 weeks. The firm-fixed price for this engagement is \$167,500.00. In addition, reasonable travel and engagement specific direct costs will be billed to The City of San Antonio as incurred, provided Deloitte FAS submits the documentation for such expenses in accordance with The City of San Antonio's expense reimbursement policy. Expenses are expected to be approximately 7% of the firm-fixed price. We will bill The City of San Antonio in accordance with the deliverable and payment schedule described in Attachment (A) and monthly for actual expenses incurred.

Primary Assumptions

The following assumptions were made while developing the cost estimates:

- All work activities will be performed at Deloitte FAS offices except for specific meetings which will be held at City of San Antonio offices.
- Deloitte FAS will have timely access to The City of San Antonio personnel and relevant data, systems, software, and facilities throughout the project.
- Deloitte FAS or its affiliates will not provide legal interpretations of compliance practices, roles, or responsibilities. The City of San Antonio will be responsible to decide which roles its personnel need to fulfill in order to meet its risk and compliance responsibilities. The City of San Antonio must also decide which regulations it needs to comply with through its normal course of business.

Should these assumptions be incorrect or unachievable, it may be necessary for us to discuss with you the need to amend the approach, deliverables, timelines and fees for this project.

ACCESS TO WORKING PAPERS

The working papers prepared by Deloitte FAS in connection with this engagement are the property of Deloitte FAS. Upon request, copies of any or all working papers that Deloitte FAS considers to be nonproprietary will be provided to management of The City of San Antonio. The City of San Antonio may provide access to such copies to its external auditors and to regulators in the exercise of their statutory oversight of The City of San Antonio. However, other third parties may not be provided access to such copies without prior written consent from Deloitte FAS, unless such access is required by court order, government agency or through disclosure laws, including but not limited to the Texas Public Information Act, in which case The City of San Antonio will, if permissible, provide as much advance written notice as possible to Deloitte FAS to enable Deloitte FAS to seek a protective order or other similar protection.

Other third parties will not be granted access to nonproprietary working papers retained by Deloitte FAS until The City of San Antonio provides Deloitte FAS with a written consent and the third party provides Deloitte FAS with a written agreement satisfactory to Deloitte FAS relating to such access. A representative from Deloitte FAS will also be present during the period that the third party, including external auditors and regulators, is provided access to nonproprietary working papers retained by Deloitte FAS.

Third parties, including external auditors and regulators, will not be provided with a photocopy of any nonproprietary working papers without the prior written consent of Deloitte FAS.

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USE OF SOFTWARE

Deloitte FAS may utilize software that is currently owned by or licensed to Deloitte FAS in connection with the performance of its services. If The City of San Antonio would like Deloitte FAS to use other software, such software is to be acquired by and licensed to The City of San Antonio, with Deloitte FAS as a sublicense for use in connection with the performance of its services to The City of San Antonio. With respect to software that is owned or licensed to Deloitte FAS, if The City of San Antonio personnel will access or use such software, The City of San Antonio agrees to become a licensee in accordance with terms established by Deloitte FAS.

MANAGEMENT RESPONSIBILITIES

The City of San Antonio shall be solely responsible for, among other things: (a) making all management decisions and performing all management functions; (b) designating a competent management member to oversee the Services; (c) evaluating the adequacy and results of the Services; (d) accepting responsibility for the results of the Services; and (e) establishing and maintaining internal controls, including, without limitation, monitoring on-going activities.

During the term of this engagement, The City of San Antonio may request that Deloitte FAS perform additional services that are not encompassed by this engagement letter. Deloitte FAS may perform such additional services upon prior receipt of a separate signed engagement letter with terms and conditions that are acceptable to The City of San Antonio and Deloitte FAS.

* * * * *

This engagement letter, incorporating by reference Attachment (A) and the attached General Business Terms & Conditions, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties, whether written or oral, with respect to the subject matter hereof.

Please indicate your acceptance of this agreement by signing in the space provided below and returning this engagement letter to us. A duplicate of this engagement letter is provided for your records.

Yours truly,



Matthew Gentile

Principal | Deloitte Financial Advisory Services LLP

1919 N. Lynn St.

Arlington, VA 22209

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Accepted and agreed to by *The City of San Antonio*:

By: _____

Title: _____

Date: _____

Please return a signed copy of the Engagement Letter to the following address:

Deloitte Financial Advisory Services LLP

Attention: Matthew M. Gentile
1919 N. Lynn St.
Arlington, VA 22209

General Business Terms

1. **Services.** It is understood and agreed that the services provided by Deloitte FAS (as defined in paragraph 12) (the "Services") under the engagement letter to which these terms are attached (the "Engagement Letter") may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. For purposes of these terms and the Engagement Letter, the "Client" shall mean The City of San Antonio Inc. except as otherwise indicated. Client represents and warrants that it has the power and authority to execute this agreement on behalf of, and to bind, itself.

2. **Payment of Invoices.** Deloitte FAS's invoices are due within thirty (30) days after presentation. Invoices upon which payment is not received within thirty (30) days after the due date shall accrue a late charge of the lesser of (a) 1% per month or (b) the highest rate allowable by law, in each case compounded monthly to the extent allowable by law. Without limiting its rights or remedies, Deloitte FAS shall have the right to halt or terminate the Services. The Client shall be responsible for all taxes imposed on the Services or on the transaction, other than Deloitte FAS's income taxes imposed on a net basis or by employment withholding, and other than taxes imposed on Deloitte FAS's property.

3. **Term.** Unless terminated sooner in accordance with its terms, this engagement shall terminate on 31 December 2012. The term of this agreement may be extended upon mutual written agreement by both parties. This engagement may be terminated by The City of San Antonio at any time, without cause, by giving written notice to Deloitte FAS not less than fifteen (15) days before the effective date of termination. Either party may terminate this engagement if the other party commits a material breach of its obligations under this engagement. In the event of such a breach, the non-breaching party shall provide the breaching party with written notice and an opportunity to cure the breach within fifteen (15) days. If the breach is not cured within the notice period, the non-breaching party may terminate the engagement. Deloitte FAS may terminate this engagement upon written notice to the Client if it determines that (a) a governmental, regulatory, or professional entity (including, without limitation, the American Institute of Certified Public Accountants, the Public Company Accounting Oversight Board, or the Securities and Exchange Commission), or an entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation, or decision, the result of which would render Deloitte FAS's performance of any part of the engagement illegal or otherwise unlawful or in conflict with independence or professional rules; or (b) circumstances change (including, without limitation, changes in ownership of the Client or any of its affiliates) such that Deloitte FAS's performance of any part of the engagement would be illegal or otherwise unlawful or in conflict with independence or professional rules. Upon termination of the engagement, the Client will compensate Deloitte FAS under the terms of the Engagement Letter for the Services authorized to be performed and expenses authorized to be incurred through the effective date of termination unless The City of San Antonio is the party terminating the engagement as a result of Deloitte FAS's breach of its obligations in connection with the engagement.

4. **Deliverables.**

a) Deloitte FAS has created, acquired, or otherwise has rights in, and may, in connection with the performance of the Services, employ, provide, modify, create, acquire, or otherwise obtain rights in, works of authorship, materials, information, and other intellectual property, including without limitation various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and

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software tools, utilities and routines, and logic, coherence and methods of operation of systems (collectively, the "Deloitte FAS Technology").

b) Except as provided below, upon full and final payment to Deloitte FAS hereunder, the tangible items specified as deliverables or delivered as work product in accordance with the Scope of Services section of the Engagement Letter (the "Deliverables") shall become the sole and exclusive property of the Client. To the extent that any Deloitte FAS Technology is contained in any of the Deliverables, Deloitte FAS hereby grants the Client, upon full and final payment to Deloitte FAS hereunder, a royalty-free, fully paid-up, irrevocable, transferable, worldwide, nonexclusive license to use such Deloitte FAS Technology in connection with the Deliverables.

c) To the extent that Deloitte FAS utilizes any of its property (including, without limitation, the Deloitte FAS Technology or any hardware or software of Deloitte FAS) in connection with the performance of the Services, such property shall remain the property of Deloitte FAS and, except for the license expressly granted in the preceding paragraph, the Client shall acquire no right or interest in such property. Notwithstanding anything herein to the contrary, the parties acknowledge and agree that (1) Deloitte FAS shall own all right, title, and interest, including, without limitation, all rights under all copyright, patent, and other intellectual property laws, in and to the Deloitte FAS Technology and (2) Deloitte FAS may employ, modify, disclose, and otherwise exploit the Deloitte FAS Technology (including, without limitation, providing services or creating programming or materials for other clients). Deloitte FAS does not agree to any terms that may be construed as precluding or limiting in any way its right to (1) provide consulting or other services of any kind or nature whatsoever to any person or entity as Deloitte FAS in its sole discretion deems appropriate or (2) develop for itself, or for others, materials that are competitive with or similar to those produced as a result of the Services, irrespective of their similarity to the Deliverables.

d) To the extent any Deloitte FAS Technology provided to the Client hereunder is a product (to the extent it constitutes merchandise within the meaning of section 471 of the Internal Revenue Code), such Deloitte FAS Technology is licensed to the Client by Deloitte FAS as agent for Deloitte FAS Products Company LLC on the terms and conditions herein. The assignment and license grant in this paragraph 4(d) do not apply to any Deloitte FAS Technology (including any modifications or enhancements thereto or derivative works based thereon) that is subject to a separate license agreement between the Client and a third party, including without limitation, Deloitte FAS Products Company LLC.

5. Client may inspect or test Deliverables supplied under this engagement for a period of 10 business days, following receipt thereof in accordance with Attachment (A) (the "Deliverable Acceptance Period"). During such Deliverable Acceptance Period, Client may reject the Deliverable if it fails to perform in all material respects in accordance with the written requirements for such Deliverable to be created as described in Attachment A. If Client fails to accept or reject Deliverable within ten (10) business days, Deloitte FAS shall provide Client with a letter notifying Client of the missed date. Client shall have an additional five business days from the date of the letter to accept or reject the Deliverable. In the event that Client does not accept or reject the Deliverable in writing at the end of this five (5) day period, the Deliverable shall be deemed accepted. Upon any rejection in accordance with the terms hereof, Client, in its sole discretion, may elect: (a) to give Deloitte FAS forty-five (45) days from receipt of the notice of rejection to correct the nonconformities and redeliver corrected Deliverables at its sole cost and expense or (b) surrender all copies of such nonconforming Deliverables and receive a full refund of all fees paid to Deloitte FAS in connection with the rejected Deliverable. Upon each redelivery of Deliverables, Client shall have another Deliverable Acceptance Period as described above.

6. Limitation on Warranties. THIS IS A SERVICES ENGAGEMENT. DELOITTE FAS WARRANTS THAT IT SHALL PERFORM THE SERVICES IN ACCORDANCE WITH THE SCOPE OF SERVICES TO THIS ENGAGEMENT LETTER, IN GOOD FAITH AND WITH DUE PROFESSIONAL CARE. DELOITTE FAS DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CLIENT'S EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR DELOITTE FAS, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID TO DELOITTE FAS HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

7. Limitation on Damages and Indemnification.

a) Deloitte FAS will indemnify, defend and hold harmless, Client and its employees, officers and directors, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature related to the Services, solely for bodily injury, death and damage to real or tangible personal property, made upon Client directly arising out of Deloitte FAS's performance of Services under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of Client, its officers or employees. IN THE EVENT DELOITTE FAS AND CLIENT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CLIENT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

b) The provisions of this indemnity are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Client shall advise Deloitte FAS in writing promptly following any claim or demand against Client known to Client arising directly out of Deloitte FAS's performance of Services under this AGREEMENT, and Deloitte FAS shall see to the investigation and defense of such claim or demand at Deloitte FAS's cost. Client shall have the right, at its option and at its own expense, to participate in such defense without relieving Deloitte FAS of any of its obligations under this paragraph.

c) Employee Litigation – In any and all claims against any party indemnified hereunder by any employee or subcontractor of Deloitte FAS, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Deloitte FAS or any subcontractor under worker's compensation or other employee benefit acts.

d) Each party agrees that the other party to this agreement, its subcontractors, and their respective personnel shall not be liable to such party for any claims, liabilities, or expenses relating to this engagement ("Claims") for an aggregate amount in excess of the fees paid by the Client to Deloitte FAS pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the recklessness, bad faith, or intentional misconduct of the other party to this agreement or its subcontractors. In no event shall either party, its affiliates, subcontractors, or their respective personnel be liable for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any

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consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this engagement.

8. Client Responsibilities. The Client shall cooperate with Deloitte FAS in the performance by Deloitte FAS of the Services, including, without limitation, providing Deloitte FAS with reasonable facilities and timely access to data, information, and personnel of the Client. The Client shall be responsible for the performance of its personnel and agents and for the accuracy and completeness of all data and information the Client provides to Deloitte FAS for purposes of the performance by Deloitte FAS of the Services. The Client acknowledges and agrees that Deloitte FAS's performance is dependent upon the timely and effective satisfaction of the Client's responsibilities hereunder and timely decisions and approvals of the Client in connection with the Services. Deloitte FAS shall be entitled to rely on all decisions and approvals of the Client. The Client shall be solely responsible for, among other things (a) making all management decisions and performing all management functions, (b) designating a competent management member to oversee the Services, (c) evaluating the adequacy and results of the Services, (d) accepting the Deliverables relating to the Services, and (e) establishing and maintaining internal controls, including, without limitation, monitoring ongoing activities.

9. Force Majeure. Neither party shall be liable for any delays or nonperformance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, acts or omissions or the failure to cooperate by the other party (including, without limitation, entities or individuals under its control, or any of their respective officers, directors, employees, other personnel and agents), acts or omissions or the failure to cooperate by any third party, fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority.

10. Limitation on Actions – intentionally omitted

11. Independent Contractor. It is understood and agreed that each party hereto is an independent contractor and that neither party is, nor shall be considered to be, the other's agent, distributor, partner, fiduciary, joint venturer, co-owner, or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or in any manner assume or create any obligation on behalf of, or in the name of, the other.

12. Confidentiality and Internal Use.

a) The Client agrees that all Services and Deliverables shall be solely for the Client's informational purposes and internal use, and are not intended to be, and should not be, used by any person or entity other than the Client. Except as otherwise specifically provided in the Engagement Letter, the Client further agrees that such Services and Deliverables shall not be circulated, quoted, disclosed, or distributed to, nor shall reference to such Services or Deliverables be made to, any person or entity other than the Client and other contractors of the Client to whom the Client may disclose the Deliverables solely for the purpose of such contractors providing services to the Client relating to the subject matter of this engagement, provided that the Client shall ensure that such contractors do not further circulate, quote, disclose, or distribute such Deliverables, or make reference to such Deliverables, to any person or entity other than the Client. Notwithstanding the foregoing, the Client shall not be prohibited from creating its own materials based on the content of such Services and Deliverables and using and disclosing such Client-created materials for external purposes, provided that the Client does not, expressly or by implication, in any manner whatsoever, attribute such materials to Deloitte FAS or otherwise refer to or identify Deloitte FAS in connection with such materials. For the purposes of this paragraph 12, the term "Client" shall mean The City of San Antonio Inc. and its affiliates.

b) To the extent that, in connection with this engagement, either party (each, the “receiving party”) comes into possession of any trade secrets or other proprietary or confidential information of the other (the “disclosing party”), it will not disclose such information to any third party without the disclosing party’s consent. The disclosing party hereby consents to the receiving party disclosing such information (1) to affiliates and subcontractors, whether located within or outside of the United States, that are providing services in connection with this engagement and that have agreed to be bound by confidentiality obligations similar to those in this paragraph 12(b); (2) as may be required by law, regulation, judicial or administrative process (including, but not limited to the Texas Public Information Act), or in accordance with applicable professional standards or rules, or in connection with litigation or arbitration pertaining hereto; or (3) to the extent such information (i) shall have otherwise become publicly available (including, without limitation, any information filed with any governmental agency and available to the public) other than as the result of a disclosure in breach hereof, (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party that the receiving party believes is not prohibited from disclosing such information to the receiving party by obligation to the disclosing party, (iii) is known by the receiving party prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto, or (iv) is developed by the receiving party independently of any disclosures made by the disclosing party to the receiving party of such information. In satisfying its obligations under this paragraph 12(b), each party shall maintain the other’s trade secrets and proprietary or confidential information in confidence using at least the same degree of care as it employs in maintaining in confidence its own trade secrets and proprietary or confidential information, but in no event less than a reasonable degree of care. Nothing in this paragraph 12(b) shall alter the Client’s obligations under paragraph 12(a). Notwithstanding anything to the contrary herein, the Client acknowledges that Deloitte FAS, in connection with performing the Services, may develop or acquire experience, skills, knowledge, and ideas that are retained in the unaided memory of its personnel. The Client acknowledges and agrees that Deloitte FAS may use and disclose such experience, skills, knowledge, and ideas except in connection with performing services for Client’s direct competitors.

13. Survival and Interpretation. All paragraphs herein relating to payment of invoices, deliverables, limitation on warranties, limitation on damages and indemnification, limitation on actions, confidentiality and internal use, survival and interpretation, assignment, non-exclusivity, waiver of jury trial and governing law shall survive the expiration or termination of this engagement. For purposes of these terms, “Deloitte FAS” shall mean Deloitte FAS LLP and, for purposes of paragraph 7, shall also mean Deloitte FAS Products Company LLC, one of its subsidiaries. Each party to this engagement acknowledges and agrees that no affiliated or related entity of the other party, whether or not acting as a subcontractor, or such entity’s personnel shall have any liability hereunder to such party or any other person and such party will not bring any action against any such affiliated or related entity or such entity’s personnel in connection with this engagement. Without limiting the foregoing, affiliated and related entities of Deloitte FAS are intended third-party beneficiaries of these terms, including, without limitation, the limitation on liability and indemnification provisions of paragraph 6, and the agreements and undertakings of the Client contained in the Engagement Letter. Any affiliated or related entity of Deloitte FAS may in its own right enforce such terms, agreements, and undertakings. **The provisions of paragraphs 7, 10, 13, 15 and 18 hereof shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise, notwithstanding the failure of the essential purpose of any remedy.**

14. Assignment and Subcontracting. Except as provided below, neither party may assign, transfer, or delegate any of its rights or obligations hereunder (including, without limitation, interests or Claims) without the prior written consent of the other party. Each party hereby consents to the other party assigning or subcontracting any of its rights or obligations hereunder

December 21, 2011

to (a) any affiliate or related entity, whether located within or outside of the United States, or (b) any entity that acquires all or a substantial part of the assets or business of such party. Services performed hereunder by Deloitte FAS's subcontractors shall be invoiced as professional fees on the same basis as Services performed by Deloitte FAS's personnel and shall not exceed the rates set forth in the Scope of Services, unless otherwise agreed.

15. Non-solicitation. Intentionally omitted.

16. Entire Agreement, Amendment, and Notices. These terms, and the Engagement Letter, including exhibits, constitute the entire agreement between the parties with respect to this engagement; supersede all other oral and written representations, understandings, or agreements relating to this engagement; and may not be amended except by written agreement signed by the parties. In the event of any conflict, ambiguity, or inconsistency between these terms and the Engagement Letter, these terms shall govern and control. All notices hereunder shall be (a) in writing, (b) delivered to the representatives of the parties at the addresses first set forth above, unless changed by either party by notice to the other party, and (c) effective upon receipt.

17. Governing Law, Jurisdiction and Venue, and Severability. These terms, the Engagement Letter, including exhibits, and all matters relating to this engagement shall be governed by, and construed in accordance with, the laws of the State of Texas. Any action based on or arising out of this engagement or the Services provided or to be provided hereunder shall be brought and maintained exclusively in any court of the State of Texas or any federal court of the United States, in each case located in Bexar County, the State of Texas. Each of the parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, any objection which it may have or hereafter may have to the laying of venue of any such action brought in any such court and any claim that any such action has been brought in an inconvenient forum. If any provision of these terms or the Engagement Letter is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions, but such unenforceable provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

Attachment A - Statement of Work

City of San Antonio Right of Way

Right of Way Street Cut Permitting System (SCPS) Functional Enhancements

This proposal or quotation includes data that shall not be disclosed outside of the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to this Offeror or Quoter as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from other sources without restriction. The data subject to this restriction are contained in this entire proposal.

City of San Antonio

December 21, 2011

Submitted by:
Deloitte Financial Advisory Services LLP
1919 N. Lynn St.
Arlington, VA 22209

Scope of Services

Street Cut Permitting System

Key Enhancements

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1 Executive Summary

Deloitte FAS appreciates the opportunity to provide geospatial development services to enhance the existing Right of Way Street Cut Permitting System (SCPS). Deloitte FAS recognizes the value and importance of having an enterprise geospatial capability that supports the daily operation of the nation’s seventh largest city. Deloitte FAS will utilize its experience supporting COSA’s SCPC to assist with the development of the system enhancements described below.

2 Our Understanding

2.1 Our Understanding

City of San Antonio (“CoSA” or the “City”) processes hundreds of thousands of transactions (reports, invoices, permit addendums, dynamic maps, etc.) and tens of thousands of permit applications per year using the SCPS. An estimated 95% of all permit applications now come in on-line through the system. The system’s user community includes dozens of internal CoSA staff as well as the multitude of utilities and their employees that service the CoSA area. Over the past several years, this community of users has provided constructive input on how to improve the system resulting a request for specific functional system enhancements.

This statement of work addresses two primary tasks:

Task 1: Design, Development and Deployment of System Enhancements	
<i>Our Understanding:</i>	This task addresses the full lifecycle of software development required to upgrade the existing system with specific functional enhancements.

Task 2: Knowledge Transfer and Training	
<i>Our Understanding:</i>	This task will provide CoSA staff with an understanding of the system modifications through the delivery of supporting documentation and one-time training session to be held on-site

The specific functional enhancements to be put in place are in Table 1.1 below. The list was developed in collaboration with CoSA staff through a series of meetings and discussions about the needed improvements in the system.

Table 1.1

#	Description	Further Description
1	“Select by Assignee” Field	Once a Public Service Associate (PSA) has assigned a permit to an inspector, add this assignment to the Permit Summary Report along with how many permits a certain PSA has assigned for the week and month.
2	Fees Waived Box	In the Amend Permit page, add a select box that the PSAs select to indicate that all fees be waived a specific company. Reflect this status in the Permit Summary Report and Invoice Tool.
3	Date Field and PSA Initials	Under the “Edit Company info” list, add a date field and a pull down menu of City reviewers to enable recording of who and when an update has been made to a company’s information.
4	Date Field for List Reviewers	Under the List Reviewers page add a date field to determine when a person was changed to “inactive” status.

5	Employee Certification Field	Retain the safety certification information once the user hits the OK button.
6	Permit Expiry Display	Display the "completion date" as a field once user selects Review a Permit. If a permit is 4 days or closer to expiring the completion date (text) field will be displayed in red. It will continue to be red until the completion date passes or the company requests an extension.
7	Create a pull down for City Projects	In the Status pull down box under Amend Permit we add the text "COSA" to the list. This is so the PSA or Inspector can change the status of a permit to City Project.
8	Upload multiple documents	Implement the ability for a user to upload multiple word documents and PDF files when needed in a manner similar to how the current system allows for multiple image uploads. If user Uploads an LOV with signatures, the system will e-mail applicant once LOV or LOR is attached. Add LOR & LOV to the Permit Summary Report.
9	Implement "back" capability	Allow user to go "back" to visit a permit.
10	Public View of Map	Create a Public View of the map with legend to show where all permits are currently within the City without having to log into the system. Put this map on the "Welcome" page.
11	Permit Summary Report	1) Permit fees waived to be added under the "Charges" field box; 2) LOV needs to be added under the "Status" field box.
12	Company Name (Green)	The Company's name and box under "list Companies" to turn Green in color when their insurance and bond expiration date is 10 days or closer to expiring. Send notification via email to the company per their contact info registered in the system.
13	Add Column for Insurance & Bond Expiration	Add two columns in the List Companies page, one for the Insurance expiration date and another for the Bond Expiration date.
14	CTP's to be colored differently	In the List Companies page, all companies that are CTP's to be colored Lavender or light purple.
16	Council District Field box	Show the Council District that the permit resides in on the permit after it is created along with the street classification.
17	Permit Review page	When the permit holder clicks on the inspector's name, display Permit Review page.
18	"Help" on the Home page	Add a link that will open up a Status definition page to display the City's Status names and definitions.
19	"Help Support" on Home page	Once "Help Support" is clicked, use the Permit Administrators email address.
20	List of Statuses	See 18
21	Finance Invoice Tool	The invoice tool will enable download or export into and excel format.
22	Add Density Report	Add Density Report (PDF) as an upload that type in "Amend Permit".
23	Removed "Locked" status	Remove this status from the Pull down list of status types
24	Redesign the Inspectors Pink Form	Flow document provided by City of San Antonio.
25	Track Multiple Inspections	Flow document provided by City of San Antonio.
26	Inspection Form	Check to see why the date the Violation is accessed is not being accurately tracked in the History of the Permit. Currently the date a violation is being accessed does not match money amount on the History page.
27	Inspection Form	Track number of Violations on each individual permit. Permits can have multiple violations but the current Summary report only shows the permits that have a violation attached regardless if it is one or more violations.
28	Administrator change	Add new Permit and Finance Administrators so we can preserve the names of administrators that have left the City.

29	Create a "View"	Need to have the permitting system create a completely separate "Dynamic" table. This table will have the following fields: Street_Segment, Company Name, COMPANY_ID, Permit Number, Address Number and Street Name, Dig_X, DIG_Y, STREET_EXCAVATION, TRENCH_LENGTH, TRENCH_WIDTH, TRENCH_DEPTH, START_DATE, END_DATE. Table will be used to create a GIS file Geodatabase as well as access tables. Only one record per permit to be populated in this table and the last known status of the permit.
30	Notification of character limit	Notify Inspector users when we character limit is reached in the Status Description and Scope of work entry.
31	Improve violation form workflow	Return user to the permit they were working on, maintaining the status description, when a violation is added to the permit.
32	Warning Check Box	Email permit holder when the "warning" box is selected on the "Pink Form" and display such warnings in the Permit Summary Report.
33	Inspection Form Button	Change the "Inspection Form" button on the permit to read "Violation Form"
34	Inspection Button	Add an "Inspection Pink" button the left of the Violation Button.
35	Paid Violations	In the permit Violation form, add in a "Paid" status for each Violation. For "Paid" Violations, allow user to select from: Paid, Pending, or Waived. Reflect the status in the Permit Summary Report.
36	Geocoder Update	Re-code the geocoding function inside of the ROW Permitting System to be compatible with the ITSD upgrade to ArcServer 10.

2.2 Assumptions

The responsibilities listed in this section are in addition to those responsibilities specified in the Engagement Letter and are to be provided at no charge to Deloitte FAS. Deloitte FAS's performance is predicated upon the following responsibilities being fulfilled by the City.

Office Space and Other Facilities

- City will provide suitable office space, office supplies, furniture, telephone, printer, fax services and other facilities equivalent to those provide to City employees for the Deloitte FAS project team while working on premises if needed.
- Workstations, workstation software, internet connections and access to servers are installed and available as required by the project work plan for project planning, tracking, documentation and reporting activities.

Hardware and Software

- CoSA is responsible for providing and configuring all required hardware
- CoSA is responsible for providing valid licenses of all third party software that may be required as part of this effort.
- CoSA is responsible for installing and configuring all third party software where applicable.
- CoSA will be responsible for providing a test environment separate from the production environment on which User Acceptance Testing will be conducted.

City Personnel

- CoSA will designate a Project Manager to work with Deloitte FAS for the duration of the project. That Project Manager will have subject matter expertise about the Right of Way department, its permitting rules, policies and procedures and the roles of its staff.
- The CoSA Project Manager will review and approve or reject all Deliverables within five (5) business days from receipt. Approval will be assumed if notification of rejection is not received at the end of five (5) business days.
- CoSA will be responsible for assigning a database management administrator (DBA) to accommodate any data conversion or data schema changes resulting from the development of specified enhancements
- CoSA will be responsible for providing IT/Systems/Network Configuration engineer
- All personnel identified as necessary to the success of this project should attend the project kick-off meeting.
- Whereas Deloitte FAS will provide knowledge transfer and training for designated key CoSA personnel, CoSA will be responsible for any (re-)training of the end-user community.

3 Technical Approach

This section identifies the technical, planning and project management, and risk management and mitigation.

3.1 Design, Development and Deployment

Assembling in multiple phases, the technical approach for Task 1 addresses the entire life cycle of software development.

3.1.1 Design Phase

Prior to writing a line of code, Deloitte FAS will work with CoSA staff to finalize a mutual understanding of requirements, design (as necessary) modifications to the data schema to accommodate the specific enhancements, generate wire-frame mock-ups for required changes to UI, and deliver new process and work-flow diagrams to the extent the enhancements require.

In the Design Phase, each piece of desired functionality will be assigned a priority, so that higher priority functionality can be completed first and lower priority tasks can slip as scheduling constraints necessitate. For each functional requirement, a user story will be written that encapsulates what the desired behavior looks like from a user's point of view. Each user story will in turn lead to a series of tests that exercise the user story, as well as a series of technical tasks to complete the user story from a design and development point of view.

3.1.1.1 Test Plans

Deloitte FAS employs an integrated testing approach in which much of the testing is done in sync with development. In order to support this capability, the Design phase includes the development of the specific tests that are to be performed in the form of specific test plans. These plans encompass data sources, functional test plans, automated unit tests and the development of a user acceptance test (UAT) plan.

3.1.1 Design Phase Deliverables
Enhancement Design Document
Test Plans

3.1.2 Development Phase

The software development plan for the new CoSA enhancements will follow Agile software development principals. This will facilitate communication between the development team and the customer to confirm and refine the implementation of the approved design as soon as possible and provide feedback in both directions during the development process. The development team will meet daily to track progress and will include the customer in weekly meetings to provide project updates.

Development sub-tasks will be further prioritized, time estimated, and assigned across the development team as appropriate. Our development process utilizes software project planning tools to track tasks and assignments. As each piece of functionality is completed, previously defined tests will be run and the results tracked in a bug-tracker tool. Testing may be automated using a unit-testing tool.

3.1.2.1 QA/QC Phase

As each piece of functionality is completed, previously defined tests will be run and the results tracked in a bug-tracker tool. Testing may be automated using a unit-testing tool and a browser UI tool. The development team will write additional tests after they complete a section of code. Automated testing results will be presented as a software quality dashboard, so that the project team may see at a glance the stability of the new functionality. Quality Assurance will be performed weekly, to give the customer an idea of how close to complete is each functional requirement. The outcome of the Development phase is a Test Plan Results Report affirming the positive functioning of the specific enhancements.

3.1.2 Development Phase Deliverables
Test Plan Results Report

3.1.3 User Acceptance Testing and Deployment Phase

Prior to an on-premise deployment of the functional enhancements, Deloitte FAS will prepare a plan identifying the assumptions, constraints, critical success factors, risks, staff roles and

responsibilities, hardware/software components, and high-level schedule necessary for a successful deployment. The schedule will be made in coordination with the designated CoSA personnel so as to minimize system operation.

The pre-deployment planning activities will also include identifying the hosting environment, its configuration, and identifying who will oversee, coordinate, and manage the system.

Factors taken into consideration in this plan will include:

- **Capacity** – Initial computing and network capacity will be estimated using heuristic and prototyping methods, based on realistic profiles of user activity.
- **Reliability and scalability** – An operational configuration will be developed which meets CoSA requirements for service reliability relative to hardware and network risks, and which provides the necessary flexibility for scaling up to meet future usage.
- **Performance** – Reasonable assumptions and contingencies will be included for providing required levels of service response times given all of the hardware, software, and network elements which may contribute to a user application experience.

CoSA shall be responsible for performing User Acceptance Testing (UAT) using the previously accepted test plan and scripts. The intent of UAT is to confirm that the software enhancements conform to the previously approved design and to provide feedback prior to declaring it production-ready. Once user acceptance testing is completed, the system will be formally declared as “in production.”

3.1.3 Deployment Deliverables
Deployment Plan
User Acceptance Test Results Report

3.2 Knowledge Transfer

The knowledge transfer task will provide CoSA staff with an understanding of the system modifications through the delivery of a document and one-time training session to be held on-site. Following completion of development and prior to deployment, the Deloitte FAS team will provide COSA ITSD staff with a System Improvement Inventory, a document containing a description of the system and the changes resulting from the improvements along with the necessary system administration and maintenance guidelines. The System Improvement Inventory will also address areas of the system which may require re-training for end-users as a result of shifts in the familiar user interfaces and workflows of the application. Training will take be provided on site for all key CoSA personnel. Training will take place at CoSA facilities, one time, at a mutually agreeable date and will accommodate all key CoSA staff. CoSA shall be responsible for providing other end user training, as may be required..

3.2 Knowledge Transfer Deliverables
User Guide

System Improvement Inventory Document
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Knowledge Transfer Training

4 Project Management

Deloitte FAS will use its project management methodology, deliverable templates, and tools to assist with the completion of this effort.

Deloitte FAS's project manager (PM) will serve as the primary contract technical liaison to COSA or the designated agency leads for activities pertaining to the system enhancements. The PM will work with the COSA POC to further codify requirements, define tasks or project assignments, and confirm adherence to the project plan. The Deloitte FAS PM will establish and maintain regular contact with the assigned POC and will provide documentation as stated in the SOW. In addition, the Deloitte FAS PM will confirm that the POC accepts the definition of tasks prior to commencing work. The PM responsibilities will include:

- Supervise project consultants to complete established activities.
- Maintain staffing continuity during project execution and during any required changes in mission-related activities.
- Document and confirm that data on the cost and progress of the COSA contract activities are available to the POC, upon request.
- Monitor task progress and the quality of final deliverables through internal Deloitte FAS review sessions with senior level strategic advisors prior to final presentation and submission to COSA.
- Maintain close verbal and written communication with the COSA POC.
- Confirm fulfillment of contract requirements, maintain budget control, and prepare periodic (bi-weekly, monthly, etc.) reports with sufficient project information and metrics enabling the COSA POC to adequately assess project status and budget.

The Deloitte FAS PM will provide the following:

- **Kickoff Meeting Briefing & Project Management Plan** - Meet with the COSA POC and other management representatives upon contract award to discuss project objectives, strategy, communication plan, work schedule, project expectation, work to be performed and various logistical needs.
- **Bi-Weekly Status Reports** - Provide reports that include issues logs identifying all major accomplishments on a weekly basis.
- **Monthly Work Plan Reports** - Provide reports on the progress toward completion of agreed upon tasks.
- **Monthly Status Reports** - Prepare monthly summary reports at the beginning of each month describing tasks completed and tasks to be completed in the upcoming month, as well as identifying any risks, new issues, or on-going issues.
- **Draft Reports and Executive Briefing** - Prepare or revise draft reports and submit them to the COSA POC for transmittal COSA management for review and comment.

Deloitte FAS has developed a preliminary project management schedule incorporating each of the tasks described above. This schedule will start promptly upon award, and we will update it as the project progresses.

The preliminary delivery schedule is based on the assumption that an award is made on a date certain but will be adjusted accordingly to reflect actual start date.

Milestone	Estimated Start	Estimated End
Kick-off	January 16, 2012	
Design Phase	January 16, 2012	February 15, 2012
Development Phase	February 15, 2012	April 20, 2012
Deployment Phase	April 23, 2012	May 10, 2012
User Acceptance Testing	May 10, 2012	May 21, 2012
Final Acceptance		May 24, 2012
Knowledge Transfer Training		May 24-25, 2012

4.1 Engagement team

We have proposed a team of experienced geospatial software product development and management professionals for this project. The proposed team structure is illustrated below.

Matthew Gentile, Principal, Deloitte Financial Advisory Services LLP:

Matt will be the engagement leader for this project, a recognized thought leader and entrepreneur in the geospatial community dedicating the past 16 years to working at the intersection of public policy and geospatial technology. Matt began his career as a White House staffer supporting environmental science and policy development in the White House Office on Environmental Policy in the mid-1990s. He went on to build businesses that focused on combining the distributive and collaborative power of the WWW with the analytic and visualization capability of geographic information systems (GIS). In 1997, Matt co-founded Syncline, a hosted geospatial services company. As CEO of Syncline, he quickly became an industry leader, revolutionizing how State, Local and Federal government published and shared geospatial data on the web with the flagship MapCiti platform.

In 2003, he co-founded, Traverse Technologies where his focus was providing world-class strategic consulting and software development services toward the collaborative exchange, display and analysis of geospatial content. While CEO of Traverse Technologies, Matt's work included support to the Department of Homeland Security's Geospatial Management Office, the US Census Bureau Geography Division, the US Air Force, and the United States Secret Service. He also led efforts at the world's two largest commercial satellite imagery companies in the design and development of rapid-discovery and dissemination systems for sub-meter hi-resolution imagery used in military, intelligence, environmental and emergency response efforts throughout the world. Matt is a graduate of the Massachusetts Institute of Technology (MIT) and Indiana University.

Steven Johnson, Manager, Deloitte Financial Advisory Services LLP

Steven possesses over 20 years of applied experience with geospatial information management in both public and private sectors with significant expertise derived from engagements at the US

Census Bureau, US Department of Transportation and a decade as a project manager for the Wake County, NC Geographic Information Services division. Current competencies include:

- Providing strategy, design and implementation guidance for Web-centered geospatial information system development and engineering.
- Facilitating business re-engineering and organizational change processes related to information systems.
- Collaborative exchanges with clients and other process stakeholders to codify requirements, vet system designs and architectures.
- Documenting process artifacts in well-written text, in UML diagrams and using other conceptual or schematic tools.
- Create and communicate components of enterprise architecture, particularly data models, information workflows and service interfaces.
- Working with models and designs using web and Internet protocols
- Developing aspects of Web-enabled enterprise systems using languages and tools common to the geospatial trade

Steven has a masters in regional planning from the University of North Carolina Chapel Hill and a bachelor of arts in philosophy from Lenoir-Rhyne College.

David Rafkind, Sr. Associate, Deloitte Financial Advisory Services LLP

David has considerable experience in software development involving a wide range of geospatial technologies. From embedded systems, to web applications to scientific simulations, he has worked on many different projects and teams. Recently he has done much work with GIS and web applications for both commercial and government clients including such clients as GeoEye, the City of San Antonio and the Federal Communications Commission. David's expertise is drawn from a decade of successful project involvement including:

As Sr. Associate with Deloitte

- GIS Analyst for FCC National Broadband Map Project
- C# Web Developer for EyeQ imagery dissemination application for GeoEye
- Java Web Developer for Permitting application for City of San Antonio
- Flex/PHP Developer for Voter Demographic application for Targetpoint
- Java Web Developer for NIEM Schema Extractor application for DHS/GMO
- As programmer with Google
 - Python Developer for Spreadsheets application
 - Java Test Developer for Mashup application
- As research assistant at University of Maryland Center for Environmental Energy Engineering
 - C# / Winforms GUI developer for HVAC Simulation application
 - Matlab /C developer for HVAC Simulation application

- VB6 developer for Chemical properties graphing application
- C# / C / VB6 developer for software licensing components
- C# / Java web developer for web server analytics application
- As developer for ESRI
 - Technical Marketer for Defense Clients
 - Java Domain expert / consultant for Defense clients in the DC area

Subject Matter Specialists

Deloitte FAS will assign appropriate subject matter specialists to key aspects of this engagement on an as needed basis.

5 Fees and Payment Schedule

The firm fixed price for this engagement is \$167,500. Travel expenses shall be billed separately on a monthly basis. The payment schedule reflects the preliminary delivery schedule and is based on the assumption that an award is made on a date certain but will be adjusted accordingly to reflect actual start date. Payments are to be made according to the deliverables and their corresponding dates.

Milestone & Deliverables	Date	Payment
3.1.1. Design Phase	February 15, 2012	\$38,420.00
Enhancement Design Document		
Test Plans		
3.1.2. Development Phase	April 20, 2012	\$68,845.00
Test Plan Results Report		
Demonstration		
3.1.3. Deployment Phase	May 10, 2011	\$43,025.00
Deployment Plan		
User Acceptance		
3.2 Knowledge Transfer Training	May 25, 2012	\$17,210.00
System Improvement Inventory		
User Guide for Enhancements		
Total		\$167,500.00

5.1 Travel and Expenses

While the majority of work for this effort will be performed off-site, it is anticipated that numerous trips will be required to fulfill tasks on-site. The estimated travel budget is 7% of the

total budget. All travel will be pre-approved by CoSA project lead and billed monthly as incurred.

Please indicate your acceptance of this agreement by signing in the space provided below and returning this Attachment A. A duplicate of this engagement letter is provided for your records.

Sincerely,



Matthew Gentile

Principal | Deloitte Financial Advisory Services LLP

1919 N. Lynn St.

Arlington, VA 22209

Accepted and agreed to by *The City of San Antonio*:

By: _____

Title: _____

Date: _____

Please return a signed copy of the Engagement Letter to the following address:

Deloitte Financial Advisory Services LLP
Attention: Matthew M. Gentile
1919 N. Lynn St.
Arlington, VA 22209

City of San Antonio Bid Tabulation

Opened: December 12, 2011		Sole Source
For: Street Cut Permitting System		Deloitte Financial Advisory Services LLP
6100001012	WF	1919 N. Lynn Street
Item	Description	Qty
1	Design Phase Enhancement Design Document Test Plans Unit Price Per Year Total Price	1 \$38,420.00 \$38,420.00
2	Development Phase Test Plan Results Report Demonstration Unit Price Per Year Total Price	1 \$68,845.00 \$68,845.00
3	Deployment Phase Deployment Plan User Acceptance Unit Price Per Year Total Price	1 \$43,025.00 \$43,025.00
4	Knowledge Transfer Training System Improvement Inventory User Guide for Enhancements Unit Price Per Year Total Price	1 \$17,210.00 \$17,210.00
TOTAL		\$167,500.00
5	Estimated Travel Base on 7% of Total To Be Approved By COSA Not to Exceed	\$11,725.00
Payment Terms		Net 30
Estimated Total		\$179,225.00
Estimated Award		\$179,225.00

