

EXHIBIT B


PAYMENT TERMS

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PAYMENT ARRANGEMENTS

Compensation upon Completion (with attached Schedule of Fees)

- A. For ATIMS services to be rendered under this Agreement, ATIMS shall be paid a total contract amount, including cost reimbursements, not to exceed **\$640,000**.
- B. Payment for services and /or reimbursement of costs shall be made upon ATIMS's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Upon completion of the work detailed in **Exhibit A** and/or delivery to County of item(s) specified therein, Contractor shall submit to the County Designated Representative an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. County Designated Representative shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from ATIMS.
- D. The County is responsible to pay ATIMS any and all installation fees and charges set forth in the **Exhibit A** where ATIMS determines during installation that the County Environment does not meet the environment specifications, and as a result, ATIMS is unable to install the Licensed Software. The County may incur Additional Services Fees in order to complete installation services at a later date.
- E. In consideration of the License, Licensee shall pay ATIMS license fees ("**Fees**") in such amounts and at such times as set forth in **Exhibit A** and pay any invoice(s) issued by ATIMS in connection with the execution of this Agreement (each, an "**Invoice**"). The invoice terms are hereby incorporated herein by reference.
- F. In consideration of the Project Management, Installation and Training Services, Licensee shall pay ATIMS the fees for such services set forth in **Exhibit A** herein and any Invoice(s) issued by ATIMS in connection with the execution of this Agreement.
- G. In consideration of the Data Conversion and/or Data Migration Services, Licensee shall pay ATIMS the fees for such services set forth in **Exhibit A** herein and any Invoice(s) issued by ATIMS in connection with execution of this Agreement. Any deposit payments made by the County for such Data Conversion and/or Data Migration Services are NON REFUNDABLE.
- H. County shall pay ATIMS for Additional Services, if any, in accordance with ATIMS's then-current rates, or as otherwise agreed in writing between ATIMS and County.
- I. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require ATIMS to correct such work or billings or seek any other legal remedy.

 SANTA BARBARA COUNTY - JMS - Payment & Milestone Schedule			
Section 1 - One Time Costs			
	Estimated Date	Milestone Amount	Deliverable Amount
1 Project Initiation / Pre-Implementation (PRIM) Analysis		\$ 183,100	
<u>Deliverables:</u>			
A. Board Approved/Signed Contract	1/25/2017		\$ 75,000
B. On-site Walk Through/PRIM	1/26/2017		\$ 25,000
C. Approved Baseline Project Schedule	1/25/2017		\$ 14,600
D. Approved Requirements Tracking Plan (SOW)	1/25/2017		\$ 10,000
E. Approved System Requirements/Modification Documents (including Customizations)	1/25/2017		\$ 12,500
F. Approved Project Management Plan	1/25/2017		\$ 15,000
G. Approved System Testing Plan	1/25/2017		\$ 8,000
H. Approved Interface Management Plan	1/25/2017		\$ 11,000
I. Approved Data Migration Plan	1/25/2017		\$ 12,000
2 JMS Base Software Installation		\$ 100,000	
<u>Deliverables:</u>			
A. Install Base System, including all Applications & Modules	2/23/2017		\$ 100,000
3 Interfaces Delivery		\$ 39,000	
<u>Deliverables:</u>			
A. Approved Interface Requirements Document	5/1/2017		\$ 9,750
B. Interfaces Implemented	4/28/2017		\$ 29,250
4 Data Conversion Delivery		\$ -	
<u>Deliverables:</u>			
A. Approved Data Conversion Plan	1/25/2017		\$ -
B. Implement Data Conversion: Non-Production Environment	1/25/2017		\$ -
C. Implement Data Conversion: Production Environment	6/21/2017		\$ -
5 Customizations Delivery		\$ 84,500	
<u>Deliverables:</u>			
A. Customizations Implemented (Requirements/Mod Plan)	5/8/2017		\$ 84,500
6 User Acceptance Testing (integration testing)		\$ 26,790	
<u>Deliverables:</u>			
A. Approved System Testing Plan	1/25/2017		\$ 6,698
B. User Acceptance Testing Approval	9/20/2017		\$ 20,093
7 Go Live		\$ 155,675	
<u>Deliverables:</u>			
A. Approved Go-Live Plan	11/17/2017		\$ 30,000
B. Training	9/21/2017		\$ 41,250
C. System Rollout: Production	11/20/2017		\$ 51,000
D. System Acceptance Signoff	11/20/2017		\$ 33,425
8 Third Party Software/Hardware (optional)		\$ 12,090	
<u>Deliverables:</u>			
A. Fulcrum – Biometric Server Software (1 license)	TBD		\$ 7,250
B. Fulcrum – Biometric Reader License Software (10 devices)	TBD		\$ 1,110
C. Biometric Readers (Hardware - 10 est - Procure thru vendor)	TBD		\$ 1,230
D. Signature Pads (Hardware - 10 est - Procure thru vendor)	TBD		\$ 2,500
Totals		\$ 601,155	\$ 601,155

Section 2 - Estimated Travel Expenses		
1 Travel Expenses (at cost + per diem) per occurrence - no mark up		\$ 32,300
Contingency Sub-Total		\$ 32,300

TOTAL PROPOSED PROJECT COST* **\$ 633,455**
 (*Annual maint costs not included)

Section 3 - Recurring Annual Costs		
Description		Annual Cost
1 Year 1		\$ 69,320
2 Year 2		\$ 71,400
3 Year 3		\$ 73,542
4 Year 4		\$ 75,748
5 Year 5		\$ 78,020
Total Maintenance Cost		\$ 368,029