City of San Rafael

Request for Proposal (RFP)

Permit Management System Replacement

ISSUE DATE: May 1st, 2023

RESPONSE DEADLINE: June 16th, 2023

Proposal Contact:

Tessa Rudnick, Enterprise Applications Manager

DigitalBids@cityofsanrafael.org

I. INTRODUCTION

1.1 WHAT WE ARE LOOKING FOR

The City of San Rafael ("the City") seeks to implement a commercially available, native cloud-based (SaaS) Permit Management solution that provides broad administrative functionality, long term sustainability and adaptability, and a modern user experience. Solutions presented for the challenges below can be addressed through a single software solution or separate, integrated systems implemented as part of the total project scope.

The City has undertaken extensive user research to determine the user needs across the City and how they relate to various functionality in the Permit Management system.

1.2 BACKGROUND

The City of San Rafael's current version of permitting and land management software, Trakit, has reached end-of-life. It no longer receives supported updates from the vendor, does not offer language translation or ADA accessibility, and relies on work-around solutions to integrate with parallel systems.

The City is looking for a replacement Permit Management solution that:

1. Offers a human-centered approach to the permit management journey, and ensures all workflows can be accomplished digitally
2. Is web-based and easy for all users
3. Makes the permit application process straightforward for all applicants (including multilingual users) and staff
4. Integrates with the City's ecosystem of financial and digital resources
5. Can reference historical migrated data

The City seeks information from Respondents to assist in establishing a Permit Management System that will:

- Offer full-journey digital permitting process from application to approval
- Automate interdepartmental and inter-agency workflows for permit review and communication
- Provide staff easy tools for customizing front-end user experience for online users
- Give field service workers access to full suite information and case reporting tools
- Integrate with third-party software, GIS, and financial systems
- Offer stable, secure, and reliable fee payment integration
- Provide flexible tools for reporting and exporting data and insights

1.3 RFP CONTACT

With the release of this RFP, all communications must be directed in writing via email to the contact person below. No other City employee, consultant, or contractor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-

binding to the City. After the proposal deadline, vendors should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Tessa Rudnick, Enterprise Applications Manager
Digital Services and Open Government
DigitalBids@cityofsanrafael.org

Please note that all inquiries pertaining to this RFP must be provided by the date mentioned in the timeline below. Any questions or objections not submitted within the time specified will be deemed waived. The City reserves the right to issues addenda responding to such questions or objections, which will become part of the RFP. Each vendor is solely responsible for reviewing all addenda before submitting its proposal.

1.4 TIMELINE

Stage	Date
RFP Released	May 1st, 2023
Deadline for RFP Questions	May 15th, 2023
Response to final questions posted	May 29th, 2023
Deadline for submitting RFP proposal	June 16th, 2023
Vendor presentations or interviews (if requested)	June 26th, 2023 (estimate)
Vendor Selected	July 10th, 2023 (estimate)

1.5 PROPOSAL EVALUATION

Criteria	Weight
Fee Schedule	30%
Vendor Qualifications	40%
Vendor's Proposed Project Plan	20%
Overall Quality of Proposal	10%

II. SCOPE OF WORK

Replace the City of San Rafael's Permit Management system with a modern, cloud-based solution that solves for the following business process challenges.

- Interdepartmental coordination, project tracking, and workflow
- Document management and visibility into historic project and property information
- Modern user experience via online public portal
- Integrated process and workflow for digital plan check
- Unified workflow for departments to coordinate Code Enforcement complaints and citations
- Field software that shows all relevant property information
- Automations for inspections and scheduling
- Mobile device compatibility
- Stable and reliable payment integrations
- Flexibility in creating, exporting, and automating reports
- Reliable & current GIS integration that allows mapping of permit, property information
- Language access considerations and ADA considerations
- Integrations with third party systems

In addition to delivering the technology and providing expert guidance to ensure the success of the Permit Management System, the City seeks a comprehensive set of services that ensure the Permit Management System project's success. These services can be provided by the vendor and/or an implementation team subcontracted through the project. These services include:

- Project Management
- Business Process Redesign
- Software Configuration
- Recommendations for project success
  - How do Cities typically back fill positions to ensure we keep existing systems running until migration is complete?
- Development:
  - Enhancements and Modifications (if applicable)
  - Integration
  - Automated Interfaces or Scripts
  - Custom Reports, Queries, and Forms
  - Custom Workflows
  - Data Conversion
  - Workaround Development (as may be needed for SaaS solutions)
- Security Configuration
- Automated Testing and User Acceptance Testing
- Support for Organizational Change Management, Knowledge Transfer, and Communications
- System Administrator Training
- End-User Training
- Documentation
- Deployment (Roll-Out) Support

- Post-Implementation Support

For a detailed overview of the Findings and Recommendations related to the City's Permit Management System, please refer to the Appendix A.

III. TECHNICAL PROPOSAL FORMAT

3.1 INTRODUCTION AND EXECUTIVE SUMMARY

On the cover or first page of your proposal, please provide contact information, including name, title, address, email, and phone number. Please provide a brief introduction highlighting why you would be a good partner for the City on this project.

3.2 SOLUTION DESIGN

CITY OF SAN RAFAEL will judge all vendors on the same scale as follows. CITY OF SAN RAFAEL may change these criteria as the process continues.

Criteria
Architecture, Integration & Data Flexibility
Online portal (user experience for public users, flexibility for staff customization)
Plan Check Integrations
Automated Workflows for All Users
Inspections and Field Service Solutions
GIS Integrations
Historical Data - Property History and Document Management
POS, Revenue Collection & Billing Integrations
Reporting & Budgeting

Architecture, Integration & Data Flexibility

CITY OF SAN RAFAEL needs a system that can manage both automated and manual document loading as systems change overtime. CITY OF SAN RAFAEL is looking for a solution that can integrate via modern API's as well as from legacy systems, FTP, csv etc.

What it is	Who uses it	What it does

Trakit	Community Development, Public Works Fire SRSD	Citywide permit management and land management system.
eTrakit	Community Development, Public Works, Fire, SRSD Public/community members	Online permit application portal and field inspection software
Alchemy	Community Development Fire Public can access at city hall	Document management of historical permit documents
Crystal Reports	Community Development	Reporting tool
Camino	Economic Development	Cannabis licensing system
Building Eye	Public Works, Community Development (pending)	Map of open permits/projects
EDEN (Tyler Technology)	Finance	City's legacy financial system – see Quadrant
Engineering Document Interface (EDI)	Public Works	Inventory database for historic engineering documents for Public Works
Esri	Community Development, Public Works, SRSD	GIS mapping and land use data
MarinMap	Community Development, Public Works, SRSD Community members	Regional GIS and land use information joint powers agency of the Marin General Services Authority (MGSA)
Quadrant	Finance Community Development	Centralizes revenues for daily cash-receipt transactions. Finance staff imports all transactions daily across transactions into Quadrant, reviews, and exports to EDEN
HdL Prime	Finance Community Development	Business license software (all contractors are required to have a San Rafael business licenses)
Authorize.net	Community Development, Finance	Payment gateway for eTrakit users
Laserfiche	City Clerk (owner), all departments	Public records portal for the City of San Rafael. All final public meeting documents, agreements, and public records stored here.
Excel	Multiple Departments	Stopgap solutions for tracking citations

Criteria
Open API's & automation of manual data imports & exports
Breadth of document types & process supported through integration
Failure reporting, automation workflow

Online portal (user experience for public users, flexibility for staff customization)

CITY OF SAN RAFAEL is looking for a system that makes the application and management of permit applications easy for applicants to conduct online via desktop and mobile devices. This system should have support for multilingual applicants, account management, document management, and communication tracking with staff on status updates. The online portal should be able to integrate with payments and digital signature solutions to allow for an entirely online experience. Additionally, the customization of the portal should be manageable for staff and not require extensive knowledge of HTML, CSS, MySQL, or other program languages to customize instructions and fields.

Criteria
Public portal editing capabilities for staff
Staff/Applicant Communication Workflow and Automations
Account management (including Guest account)
Document management
Multilingual experience
Payment integrations
Electronic signature integrations
Custom forms

Plan Check Integrations

The CITY OF SAN RAFAEL is looking for the ability to integrate a plan checking solution that automates workflow for plan check and offers document versions providing staff with a single location and source of truth for shared plans under review. The vendor can demonstrate how a third-party plan checking solution can integrate within the Permit System approval workflow.

Criteria
Plan Check Solution - Integration with third-party plan check solutions or vendor-provided solution
Integration of plan check into approval workflow
Plan document version solutions

Automated workflows for all users

The CITY OF SAN RAFAEL requires the new Permit Management System to have automated workflows for interdepartmental/interagency review and approvals following the full journey of the applicant from application through permitting, construction, and inspections. Automations should integrate with internal routing, staff notes, external communication with applicant, inspection requirements and scheduling, and fees.

Criteria
Automations for interdepartmental/interagency review and approvals
Automations for inspection requirements and scheduling
Automations for interdepartmental communication
Automations for communication with applicants
Automations for fee requirements

Inspections and Field Service Solutions

The CITY OF SAN RAFAEL requires reliable field service software that has the same information and similar functionality as software in the office, in the field, or when working remotely. Updating information in the field should be simple and should update the system in real-time (or once the device has data connectivity if in a zone of limited cellular connectivity). Staff in the field should be able to view approvals, reviewers, and related documents for a property. Staff in the field should be able to create notes and have the space they need to enter all information for a property. Staff should be able to upload images to a record and create customizable templates for inspections. The CITY OF SAN RAFAEL is also looking for solutions that offer integrations or integrated solutions for virtual inspections.

Criteria
Field Service Software functionality
Access to approval history, reviews, and related documents
Note-taking in the field
Uploading images
Forms & templates for field service
Virtual inspections solutions

GIS integrations

The CITY OF SAN RAFAEL's Permit Management System should have reliable and current GIS information that offers that the ability to view permit and property information by location.

Information within the Permit Management System should be integrated with the City's GIS system so there is a single source of truth for GIS data

Criteria
Proposed GIS solution
Integrations with City GIS system and data
Mapping active permits or integration with mapping solution for current permits

Property History and Document Management

The Permit Management System should have a document management solution that includes document version control or similar solution to assist in the management of project files. Property history and information should be integrated into a single property profile that shows active cases/applications, restrictions, history of approvals, and/or integrates with a proposed solution for property document management.

Criteria
Document management solution
Document history/version control
Property profile solution
Profile displays active cases/applications, restrictions, property history
Integrations with third-party document solutions

Payments, Revenue Collection & Billing Integrations

The Permit Management System should have a stable and reliable integration with payment system that offers simple reporting and discovery with unique identifiers between payment and permitting system. Permit Management system should have capability to integrate with financial system/cash-receipt solutions. The vendor should have a proposed solution for integrated billing and fee balances for plan review. Staff should have the ability to customize front-end experience to provide clear instructions for users on the payment process. System should have automated communication to applicants when fees are due. Permitted issuance should be tied to the payment acceptance/gateway so applicants cannot print their permit until they have paid their fees.

Criteria
Integration with payment gateways/systems
Integration with City financial systems

Integrated billing/invoicing and project fee balance
Automations for fees due communication
Automations for permit issuance based on fee

Reporting

The Permit Management Solution should have flexibility in creating, exporting, and automating reports that are customizable with formatting that is easy to read.

Criteria
User-friendly administration for creating custom reports for employee self-service
Support for automated reports
Exports are easy to read and do not require time-consuming reformatting
Reporting can easily integrate with citywide data warehousing solutions

3.3 RESPONSE TO SCOPE OF WORK

In your response, please tell us how your solution will meet or exceed our needs. Describe how you would deliver the solution outlined in the Section Two "Scope of Work" by commenting on your ability to meet the key requirements. This section is a critical component of the proposal, and should include a detailed description of your work plan and project organization.

As a separate section of your Technical Proposal, describe:

1. Your ability to assist with a process flow discovery phase.
2. How you would phase-in implementation of your solution according to the City's desire to rollout specific modules over time.
3. Strategies for allocating vendor staff and engaging City staff to support the solution, grow the usage and adoption of various modules, and develop customized reports and dashboards as needed.
4. Strategies for integration/communication with the City's critical systems.
5. A user-centered training strategy with considerations for power users, line staff, and members of the public who will be using the public portal.
6. Your user experience, ability to incorporate the City's digital brand, and ability to meet usability standards, language standards, and ADA requirements.
   o Project Management
   o Business Process Redesign
   o Software Configuration
   o Maintain existing systems until migration is complete
   o Development:
     ▪ Enhancements and Modifications (if applicable)

- Integration
- Automated Interfaces or Scripts
- Custom Reports, Queries, and Forms
- Custom Workflows
- Data Conversion
- Workaround Development (as may be needed for SaaS solutions)
  - Security Configuration
  - Automated Testing and User Acceptance Testing
  - Support for Organizational Change Management, Knowledge Transfer, and Communications
  - System Administrator Training
  - Documentation
  - Deployment (Roll-Out) Support
  - Post-Implementation Support

3.4 CUSTOMER SUCCESS

Permit Management implementations are notoriously expensive, time-consuming, and at potential risk of inflating costs, leaving the client organization with an overly complex system that is difficult to administer, use, and maintain over time.

Please include in your response what you believe measures of success are for a Permit Management System implementation, as well as what preparations the City of San Rafael should be taking to guarantee a successful, efficient, and cost-effective implementation of your platform.

1. How do you define a successful Permit Management implementation for a City in our current state? What do you recommend the City and the vendor measure to track success and impact of the engagement?
2. What resources do you recommend we should have in place at the City of San Rafael to support the transition, based on examples of successful Permit Management replacements you have worked on at other cities?
3. What resources are provided by your company to guarantee the success of this implementation and post-implementation adoption and benefits of the new system?
4. What Cities are examples of optimal implementations you have been a part of, and who are the primary contacts we can be in touch with to discuss their approach to the project?
5. Please include any insights that we should consider for helping our City make this transition with ease.

3.5 VENDOR BACKGROUND AND COMPANY QUALIFICATIONS

Describe your organization's history, structure, strategy, and work. Focus on your ability to be a good partner on this project. Please list any relevant awards your team has received. Provide a copy of your firm's audited financial statements, including a detailed balance sheet and profit and loss statement for up to three years, or alternatively submit Dun & Bradstreet reports or similar

financial reports that provide the City with sufficient information to evaluate the financial strength of the company.

Please note: If you have had a contract terminated for default during the past five (5) years, or have been involved in litigation regarding a contract, this fact should be disclosed along with your position on the matter(s). If you have experienced no such terminations for default in the past five (5) years and have not been involved in contract litigation, then you should indicate as such.

3.6 STAFFING, SUPPORT, AND KEY STAFF QUALIFICATIONS

Describe the team that would work on this project. Include a list of key team members. Make the case for why they will be great partners on this project. Note if any staff will be on site in San Rafael and their general availability to the City staff on this project.

Please provide bios, resumes or whatever you think best highlights the strength of the team that would be working on this project. Let us know how the team would be structured; if your team includes multiple firms, please let us know how long you have worked together. For legal purposes, we will need you to designate one firm as the prime contractor and all others as subcontractors.

3.7 REFERENCES AND ADDITIONAL INFORMATION

Please provide three (3) references, including their contact information and details on your history with them. Customer references should preferably be government entities similar in size, scope and complexity to the City of San Rafael. Note that incorrect contact information will be considered as a negative reference.

	Name, Title of Contact, Email Address	Approx Population of Jurisdiction	Contract Amount	Implementation Start Date - End Date
1				
2				
3				

IV. PRICING PROPOSAL

List all costs associated with your proposed deliverable, using the template below. Understanding the level of effort and cost for each deliverable will help us better understand the structure of the proposed work. The tables below are to be used as helpful guides when completing this section. If your pricing model does not match the structure of the tables, please submit the same level of detailed information in the format that best matches your pricing model.

However, this will be a fixed price engagement rather than based on time and materials or hours worked. Note that the total price for years one and two will be used as the basis for comparing

price proposals. Quantities provided are approximate estimates. Also, the City may choose to purchase all, some, or none of these deliverables.

Please note:

- The cost quoted in this proposal will be considered a best and final offer.
- Any taxes due will be assumed to be included in your price of services.
- You will bear the onus of any errors made in pricing the services (e.g., omitting a component of the services).
- The Price Proposal MUST be submitted separately from the remainder of the proposal. No price information may be included in the Technical Proposal.
- All prices are inclusive of travel. No additional charges, including travel lodging, subsistence, miscellaneous (ad-hoc) expenses and other expenses, will be allowed.

As a high-level overview, your pricing proposal will consist of individual sections for licensing, modules, integration, and implementation. After all tables have been completed, please fill in the aggregate cost table below. Please enter the total price for years one and two; note that the total price for years one and two will be used as the basis for comparison when evaluating price.

4.1 AGGREGATE COST

Aggregate Cost	Year 1 Price	Year 2 Price	Optional Year 3 Price
License fees			
Module fees (if applicable)			
Implementation or start up fees			
Yearly total			
Total price for years 1+2			

4.2 MODULE FEES

If applicable, please use the table below to provide prices for the individual modules of your solution.

Module Fees	Year 1 Price	Year 2 Price	Optional Year 3 Price
Total Fixed Module Cost			

4.3 LICENSE FEES

Enter all fees associated with user/software licenses in the table below. If your solution utilizes a different pricing scheme (e.g., dollar value of capital projects/year), please describe this structure, including unit prices (if applicable) and estimated year 1 and 2 licensing costs to the City. Describe how your pricing structure varies based on the quantity of licenses issued/volume of construction per year (or any other variable).

License Fees	QTY	Unit Price	Year 1 Price	QTY	Unit Price	Year 2 Price	QTY	Unit Price	Year 3 Price
Administrator									
Project Manager									
Analyst									
Basic User									
Group of users: *If licenses are issued for batches of users with varying permission levels.*									
Unlimited User Model									
Total License Cost									

4.4 IMPLEMENTATION FEES

In the table below, please provide all costs associated with project startup/implementation. If the cost of these additional deliverables is zero, please indicate it here. If there are additional costs to meet our technical requirements, please indicate them here.

Implementation or Start Up Fees	Year 1 Price	Year 2 Price	Optional Year 3 Price
IMPLEMENTATION: *As described in the Technical Proposal, including analyzing requirements, installation, configuration, customization, and testing*			
TRAINING AND ADOPTION: *As described in the Technical Proposal*			
ONGOING SUPPORT AND MAINTENANCE: *As described in the Technical Proposal*			
PROCESS FLOW DISCOVERY PHASE: *As described in the Technical Proposal*			
HOSTING CHARGES			
MIGRATING HISTORICAL DATA: *All costs associated with the process of*			

Implementation or Start Up Fees	Year 1 Price	Year 2 Price	Optional Year 3 Price
transferring data between storage types, formats, or computer systems, as described in the Technical Proposal			
OPTIONAL CONSULTING SERVICES *Hourly Rate or estimate*			
Total Fixed Implementation Cost			

4.5 SUPPLEMENTAL INTEGRATION FEES (IF APPLICABLE)

We are looking for a solution that can communicate with several key existing systems. While some integrations should be considered a standard part of the implementation, there may be some supplemental integrations recommended. Given that there are multiple ways we could achieve this goal, integrations are an optional service; use the table below to provide fixed prices, as applicable.

Integration Fees	TWO-WAY		ONE-WAY *To the solution*		ONE-WAY *FROM THE SOLUTION*	
	REAL TIME	DAILY	REAL TIME	DAILY	REAL TIME	DAILY

V. How We Choose

Proposals that have met all minimum evaluation criteria will be evaluated according to the comparative evaluation criteria that follow in this section. Vendors will be rated as Highly Beneficial, Beneficial, or Not Beneficial based on the following high-level guidelines throughout each component of the proposal. The team will use the comparative evaluation criteria to assist in their evaluation of each Vendor's overall qualifications.

5.1 PRESENTATION CRITERIA

1. **Highly Beneficial:** The proposal is well-written in clear, concise, plain language. Images, videos, and diagrams are used frequently to provide a "demos not memos" style to the proposal. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple relevant examples of past successes for similar organizations.
2. **Beneficial:** The proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.

3. **Not Beneficial:** The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor's ability to successfully meet the City's goals.

5.2 VENDOR PROFILE AND EXPERIENCE

1. **Highly Beneficial:** The vendor has 3 or more years of experience with similar projects for public sector organizations of similar complexity and size. The project would be well staffed with support available on an ongoing basis. References (if needed) rated the vendor highly.
2. **Beneficial:** The vendor has at least 1 year but less than 3 years experience with similar projects in large, complex, and/or public sector organizations. The project would be well staffed. References (if needed) rated the vendor satisfactory.
3. **Not Beneficial:** The vendor has less than a year of experience with similar projects in large, complex organizations and/or in the public sector. The project would not be well staffed. References (if needed) rated the vendor less than satisfactory.

5.3 VENDOR DEMONSTRATION

1. **Highly Beneficial:** Recorded demonstrations are provided in short video format as part of the proposal. Presenters are well-organized and provide a clear, concise presentation. The presentation demonstrates strong insight into the City's requirements, as described in the RFP. Technical staff that will work on the project are the primary presenters, and all questions posed by the City were specifically addressed.
2. **Beneficial:** Presenters are organized. Presentation demonstrates understanding of the City's requirements, as described in the RFP. Technical staff that will work on the project are part of the presentation.
3. **Not Beneficial:** Presenters are not organized and/or provide an unclear presentation. Presentation demonstrates little understanding into the City's requirements, as described in the RFP. Technical staff that will work on the project are not part of the presentation.

5.4 RESPONSE TO THE SCOPE OF WORK

1. **Highly Beneficial:** Meets all documented user needs, technical requirements, and data requirements. Is extremely user friendly, intuitive, and does not require extensive training. Streamlines workflows, incorporates automation where appropriate, and will require only a low or moderate degree of effort on the part of City staff to implement.
2. **Beneficial:** Meets most of the documented user needs, technical requirements, and data requirements. Leverages off-the shelf solutions, templates, and other tools that makes streamlining workflows easy and intuitive. Provides options for integrations and automation. Is somewhat user friendly and provides ample training to make up for any gaps in usability.
3. **Not Beneficial:** Meets few user needs, technical requirements, and data requirements. Does not appear to be user friendly or intuitive. Requires extensive training,

customization, and in-house specialists at the City to configure, implement, and train staff.

Appendix A:
User Research - Summary of Findings and Recommendations

The following findings have been grouped into focus areas and include challenges that can be solved through software technical requirements, automations/ integrations, and process improvements.

1. Interdepartmental Coordination, Project Tracking, and Workflow

1.A: Interdepartmental coordination through full journey of the applicant

Challenges:

- Staffing changes, a lack of integrated workflows, and decentralized documentation impacts staff users on both ends of a project leading to miscommunication, misinformation, and occasional erroneous approvals.
- A project may have multiple planners, plan checkers, and touches across the organization without a central case manager to flag risks and dependencies.
- The full journey of the applicant is not always taken into consideration as they journey from Planning, to Building, to Fire, to Construction, Inspection and Department of Public Works
- Building permits are sometimes approved without encroachment or grading permits and applicants begin work without proper permits requiring retroactive permits to be issued.
- DPW and Sanitation District review project submittals for plan review and determine if additional permits are required. Occasionally this step has been overlooked and permits are issued for project without the additional permits from

DPW, SRSD needed to do the work. This leads to DPW chasing for needed permits. Applicant may not even be aware of need to obtain additional permits from DPW/SRSD. Challenging for end user.

Improvements and Recommendations:

- Citywide teams can track project requirements through journey of applicant
- Build on success of interdepartmental meetings (DCC, weekly permit meetings, and virtual counter) and document approach
- Prioritize workflow improvements and centralizing property information in the acquisition of the new permit system
- When a building permit is issued, there is a cover letter/sheet that includes a clear summary of any additional "subpermits" required for different phases of the work. (i.e. DPW encroachment or grading permit, SRSD sewer permit, enviro health permit, fire vegetation management etc)
- Consider establishing a case manager to track full journey of an applicant
- Use required fields and flexible application forms to capture all potential risks in the application process and for resubmittals

1.B: Centralizing management for active projects and documents

Challenges:

- "When a project comes in through land use/planning, it triggers different types of review (lot line adjustment etc) and the project is captured in disparate permits, as opposed to an over-arching permit"
- "When staff needs to find information or refer to something in a staff report there are 6 or 7 different permits connected to a project"
- Staff and departments have different ways of storing documents related to a project or property rather than centralizing them within the permitting system.

Improvements and Recommendations:

- Centralize the administrative record for active projects with all-related permits and documents centrally stored and connected to a single record

1.C: Coordinating approvals with outside agencies

Challenges:

- There is no integration that allows for outside agencies to access approval workflow.
- Staff has developed workarounds to route projects and plans to outside agencies that require approval for projects.

Improvements and Recommendations:

- Outside agencies can login to the approval workflow.
- System can collect and distribute outside fees

1.D: Commenting on application (public and staff comments)

Challenges:

- Some staff notes and communication are visible to applicants. It is not always clear to staff which notes will be public and which are private.
- Example: Time frames we place on our internal staff for completing the plan checks. The public can see these and assume they will see a response by the time frames in Trakit

Improvements and Recommendations:

- System has the capability for internal conversations on a project to remain internal only within the system.

1.E: Uniform criteria for submissions

Challenges:
- Staff does not have a minimum set of information for each permit submission.
- Developers/applicants are sometimes given last minute requirements that were missed after multiple rounds of review, adding cost and frustration for the applicant.

Improvements and Recommendations:
- Develop internal guidelines for minimum set of drawings and requirements for all submissions.

2. Property History and Document Management

2.A: Visibility into historic project and property information

Challenges:
- Historic documents and archived information for properties is held in a separate system (Alchemy) and cannot be viewed easily in one place with other property history information
- A project applicant may have an open code enforcement case but there are no connections in the current system that can flag relevant property information for staff consideration
- Resolutions, Entitlements, and History of Approvals exist in separate places and cannot be viewed for a property or project all in one place.
- Documents are stored in a variety of locations including network, sharepoint, and Laserfiche
- Public Works historic records stored in a separate database or in paper files (not in Alchemy).

Improvements and Recommendations:
- Historic project information and documents are centralized and integrated into a single, digital property profile
- Public Works files are easily accessible to CDD and other reviewing departments.
- Properties can be tagged or flagged with notes for staff to consider prior to approval of new permits.

2.B: Document versions

Challenges:
- Multiple versions of documents exist and there is not version control on documents within the system

Improvements and Recommendations:
- Document management solution includes document version control.

2.C: Search functionality

Challenges:

- A Single project may have 5-10 different entries so staff does not know how many projects might be open for a staff member.
- The current system does not offer the ability to search by status or filter searches.
- Staff cannot easily filter projects by the type of work is occurring on a specific project (i.e. is the encroachment permit for filming or trenching). This leads to an impact on volumes of call and questions.

Improvements and Recommendations:
- Prioritize search functionality, discovery, and filtering in the selection process for the next system.

2.D: Checklists and guidelines

Challenges:
- Staff does not have a minimum set of drawings that are required for different submissions.

Improvements and Recommendations:
- Develop checklists and/or required fields that encourage routing and tracking to Department of Public Works for review for encroachments.

3. User Experience: Public Portal

3.A: Editing capabilities for public portal

Challenges:
- The current system offers limited customization for the public user experience, limiting staff's ability to provide instructions or simplify the applicant's experience.
- The lack of customization impacts applicant's ability to enter the correct information or file for the wrong permit (i.e. Permit types may be selected incorrectly and those permits are issued automatically)

Improvements and Recommendations:
- Public portal has editing capabilities that allow staff to easily edit without requiring knowledge of HTML, CSS, and engaging a third party.

3.B: Automating communication with applicants

Challenges:
- Applicants cannot select how they want to be communicated with during the process (email, telephone, text)
- System does not offer alternative automated methods of communication.
- There is no central record of communication between staff and users within the system so there is no way for staff to know if someone has been contacted or track a conversation.
- Staff sends an email to applicants letting them know the permit has been approved because the system's current automations will grab the wrong file and send it to the applicant. The applicant has to login to the site to download the permit.
- Currently, responses to building permit submission from each City department (building, planning, fire, DPW, SRSD) are uploaded as separate memos. The end user

is responsible for downloading/reviewing each individual memo and addressing the comments from each department. This leads to confusion for many end users not familiar with local govt processes and are expecting to receive one response from the department they submitted their drawings to (building).

- If you accidentally change the permit status the system sends an automated email to the applicant.
- Users apply and pay for a permit and the system automatically prints a receipt that says it is not a permit but gives a permit number. Users assume it is a permit and start work without a copy of the permit

Improvements and Recommendations:

- Applicants have a choice in how they want to be communicated on a project and the system integrates with multimodal forms of communication including text.
- The system has reliable automation for contacting applicants at all stages of the permitting process.
- Conversations are tracked in one location for projects providing visibility for all staff.
- All comments compiled from each department, for each round of review.
- Automated emails have a prompt for staff to approve sending the email before automatically sending a notification.

3.C: Customizable digital forms

Challenges:

- Applicants print out, sign, and upload or email application forms.
- Staff often email back to applicants for missing information or signatures.
- There is no integrated workflow for digital forms.

Improvements and Recommendations:

- Public portal offers integration of flexible forms that allow staff to easily add and make required customized fields.

3.D: Integrating digital signatures

Challenges:

- There are a number of applications, agreements, and forms that require signatures and the current system does not have an integration with digital signatures
- Users have to download and email signed documents separately leading to a lot of back and forth emails between staff and applicants.

Improvements and Recommendations:

- The system should have an integration with digital signature tools.

3.E: Account management for users in the public portal

Challenges:

- Account recovery is a challenge for applicants, when they forget a password the reset email does not always arrive
- Accounts can be created without verification of address or identity.
- Trakit doesn't interface with business license data base or California State Licensing Board
- A contractor can't register without staff involvement and verification of license
- Contractors can create a public login and never tell us he's a contractor and can pose as the agent of the owner

Improvements and Recommendations:
- Users can recover accounts and authenticate identity in the ways they choose.
- Users can login with Guest accounts
- The City has integrated solutions that allow easy verification of the business license, contractor licenses

3.F: Document management for users in the public portal

Challenges:
- Additional documentation, agreements, and related files are managed separately outside of the system through email.

Improvements and Recommendations:
- All project documents are centralized and managed in a single place where both the applicant and staff have access.

3.G: Support for multilingual engagement with applicants, residents, and businesses

Challenges:
- A high volume of customers, applicants, and code enforcement complaints come from people speaking a language other than English
- Current permit system does not include translation

Improvements and Recommendations:
- Staff has an automated and unified workflow for interdepartmental communication and tracking of code enforcement citations

3.H: Mobile-first user experience for the public

Challenges:
- The current public portal is not mobile-friendly.

Improvements and Recommendations:
- Consider mobile-first design for the public portal in the selection process for the new system. Ask vendors about their product road map and how mobile-first development factors into future releases.

4. Plan Checking

4.A: Integrated process and workflow for digital plan check

Challenges:
- Staff relies on disparate solutions (Adobe, BlueBeam) for plan checking and comments
- Staff don't know if they are reviewing the latest set of plans or if another colleague is currently reviewing plans
- Multiple sets of plans with different stamps are uploaded to a project because the system does not have a process for simultaneous plan check or versioning
- Third party plan checkers are not easily integrated into the review processes requiring staff to be the conduit between the system and plan checkers

Improvements and Recommendations:
- Staff has an automated workflow for plan check
- There is a single location and source of truth for share plans under review

- Staff can easily find the latest version of reviewed plans
- Staff have an integrated plan checking solution that includes document versions

4.B: Coordinating approvals with outside agencies and third party plan checkers

Challenges:
- Third party plan checkers are not easily integrated into the review processes requiring staff to be the conduit between the system and plan checkers

Improvements and Recommendations:
- Staff have an integrated plan checking solution that allows third party plan checkers to access plans

5. Code Enforcement, Citations, and Collections

5.A: Unified workflow for departments to coordinate Code Enforcement complaints

Challenges:
- Not all staff are using the current system to show if a complaint or case had been opened on a property which leads to duplicate cases and two departments responding to the same issue
- Three departments manage complaints but have different processes

Improvements and Recommendations:
- Staff has an automated and unified workflow for interdepartmental communication and tracking of code enforcement complaints

5.B: Unified workflow for departments to coordinate Code Enforcement citations

Challenges:
- Department of Public Works, Fire Department/OES, and Code Enforcement are using different processes (Trakit, Spreadsheets) for tracking complaints
- Code Enforcement is currently issuing citations for Library and Recreation
- Improved interdepartmental coordination

Improvements and Recommendations:
- Staff has an automated and unified workflow for interdepartmental communication and tracking of code enforcement citations

5.C: Collections enforcement

Challenges:
- The City no longer has a vehicle for collections so there is no weight to enforce complaints

Improvements and Recommendations:
- Staff has a reliable and equitable mechanism to enforce and collect on Code Enforcement citations

6. In the Field, Inspections, and Scheduling

6.A: View all current property and permit information in the field

Challenges:

- Information in the field software does not always match information in the office
- Staff cannot view attachments and drawings in the field
- Field software does not show all property information, existing permits, approvals, or reviewers in case there is a question

Improvements and Recommendations:
- Field software and office software have the same information and functionality as software in the office or at home.
- Updating information in the field is seamless and happens in real-time
- Staff in the field can view approvals, reviewers, and related documents for a property

6.B: Templates for inspections, forms, and attaching images in the field

Challenges:
- Staff in the field are relying on handwritten notes, taking pictures, and entering it back at the office
- Staff in the field cannot upload images or files

Improvements and Recommendations:
- Staff in the field can create notes and have the space they need to enter all information for a property or case
- Software has templates for inspections that can be easily customized by staff
- Staff in the field can upload images to a record

6.C: Automated Inspection Scheduling

Challenges:
- The inspection line occasionally tells people there are no inspections available next week but only telling certain people there is availability.
- If an applicant fails an inspection it automatically pushed the expiration date forward. Staff does not have control to schedule a follow up inspection outside of the automated system.

Improvements and Recommendations:
- Scheduling for inspection can integrate with a central calendar for inspectors.
- Integration with inspection scheduling is reliable and consistent reflection of inspector schedules.
- Inspection integration gives staff greater control in overriding automated scheduling.

6.D: Inspection requirements

Challenges:
- Inspection requirements are not integrated into the current workflow.
- Staff can enter requirements into notes but the system does not automatically create required inspections that have to be passed before moving to the next step in the process.
- Occasionally DPW is left out of inspections in the right of way, leading to projects being closed and signed off by the Building Division. After building permit has been closed, DPW has no recourse to correct any issues

Improvements and Recommendations:
- Applicants and staff have visibility into the requirements for inspections
- System requires fulfillment of inspection requirements before moving forward in the process.
- Building permit cannot be closed by Building Division or any department until each respective department has completed their inspection(s).
- When a building permit is issued, there is a sheet attached to the cover letter that includes a summary of final inspections required prior to closeout of permit. The end user will be aware of it from the start. Automated – dept select option during plan review.

6.E: Tablets with Data Plans

Challenges:
- Field officers rely on a hot spot for field devices (iPad) rather than data plan on tablet

Improvements and Recommendations:
- Field officers have tablets with data plans instead of hot spots

6.F: Virtual Inspections

Challenges:
- Currently Inspections are all handled by physically visiting the site. The covid pandemic has highlighted the value of looking for remote/virtual inspection options that can be easily integrated into the permit tracking system.
- When an issue comes up in the field, inspector may not be able to address until they are back in the office and can either look up code book or discuss with supervisor, thus requiring another inspection.

Improvements and Recommendations
- System has a stable remote inspection feature.

7. Payments

7.A: Stable and reliable payment integrations

Challenges:
- Payment interface shows time out – runtime error – so applicant thinks the payment didn't go through and people pay multiple times
- Staff spend time processing refunds for duplicate charges
- Payment integrations make it difficult to track down missed or duplicate payments (Receipt numbers in Authorize.net don't match between Trakit)
- Users have to be logged into Trakit to pay but not for other functions and the system does not provide instructions for users leading to confusion.
- Payments for permits do not automatically update status in the system and sometimes do not show that a fee or invoice has been paid.
- Staff spends time verifying whether or not a permit or invoice has been paid.

Improvements and Recommendations:
- The system has a stable and reliable integration with payment system that offers simple reporting and discovery with unique identifiers between payment and permitting system.

- Staff can customize front-end experience to provide clear instructions for users on the payment process.

7.B: Automations to capture fees before permit issuance

Challenges:
- Applicants will begin work on a project after permit approval without paying fees.* *Fees are required before scheduling an inspection

Improvements and Recommendations:
- Automated permitted issuance is tied to the payment gateway and applicants cannot print their permit until they have paid their fees.
- Stamped plans and approval memos are not viewable until applicant pays fees.

8. Reporting

8.A: Flexibility in creating, exporting, and automating reports

Challenges:
- Lack of simple customization for reports
- Formatting of reports is not user-friendly
- Staff are unable to create multiple types of reports without engaging a 3rd party
- There is no automation for reporting

Improvements and Recommendations:
- New solution should have user-friendly administration for creating custom reports for employee self-service without relying on a 3rd party
- Reporting should support automated reports
- Report exports should be easy to read and not require time-consuming reformatting
- Reporting should easily integrate with citywide data warehousing

8.B: Data-informed decision making

Challenges:
- Citywide teams do not have comprehensive data strategy to help inform the decision-making process around permitting
- We cannot measure internal efficiency, when applicants drop off the process, or measure customer satisfaction

Improvements and Recommendations:
- Define the data sets that will help provide insight into customer satisfaction, applicant journey, and permit output

9. GIS

9.A: Reliable & current GIS information that allows mapping of permit, property information

Challenges:
- GIS in Trakit is a different system than the City's GIS system
- Links to GIS layer don't always work
- GIS does not have all available information
- GIS information is not updated and may not reflect most recent information (ex. property line or lot line adjustments, subdivisions)

Improvements and Recommendations:

- Permitting is integrated with the City's GIS system so there is a single source of truth for GIS data

9.B: Location-based mapping of current projects and permits

Challenges:
- Staff runs into issues where we don't foresee impacts of projects that have been approved near each other and deliveries for construction impact local roadways.

Improvements and Recommendations:
- GIS is integrated with data in the permit management system for mapping active permits and property information
- Expand the use of BuildingEye or an alternative, integrated mapping solution that shows active encroachment permits, as well as other open development permits in one map

10. Integrations with Third Party Systems

10.A: Open platforms and integration layer

Challenges:
- San Rafael has a lot of legacy programs (ERP, phone, cash, Trakit) and none of them communicate very well.
- Lack of integrations creates manual processes, increased work and staff time, and errors.

Improvements and Recommendations:
- New systems require open APIs that offer the ability to integrate with the City's technology ecosystem.

11. Public Education

11.A: Improving engagement, access to information, and education

Challenges:
- Applicants who are not regular users do not always know the role and function of departments
- Not all residents have a deep understanding of civic processes, requirements.

Improvements and Recommendations:
- City website is audited for usability, accessibility, and improvements related to permit application and construction processes.
- The City employs a multimodal strategy (digital, mailing, door hanging) to provide all residents with guidance on available services.

Appendix B: Building Permits "As-Is" Map
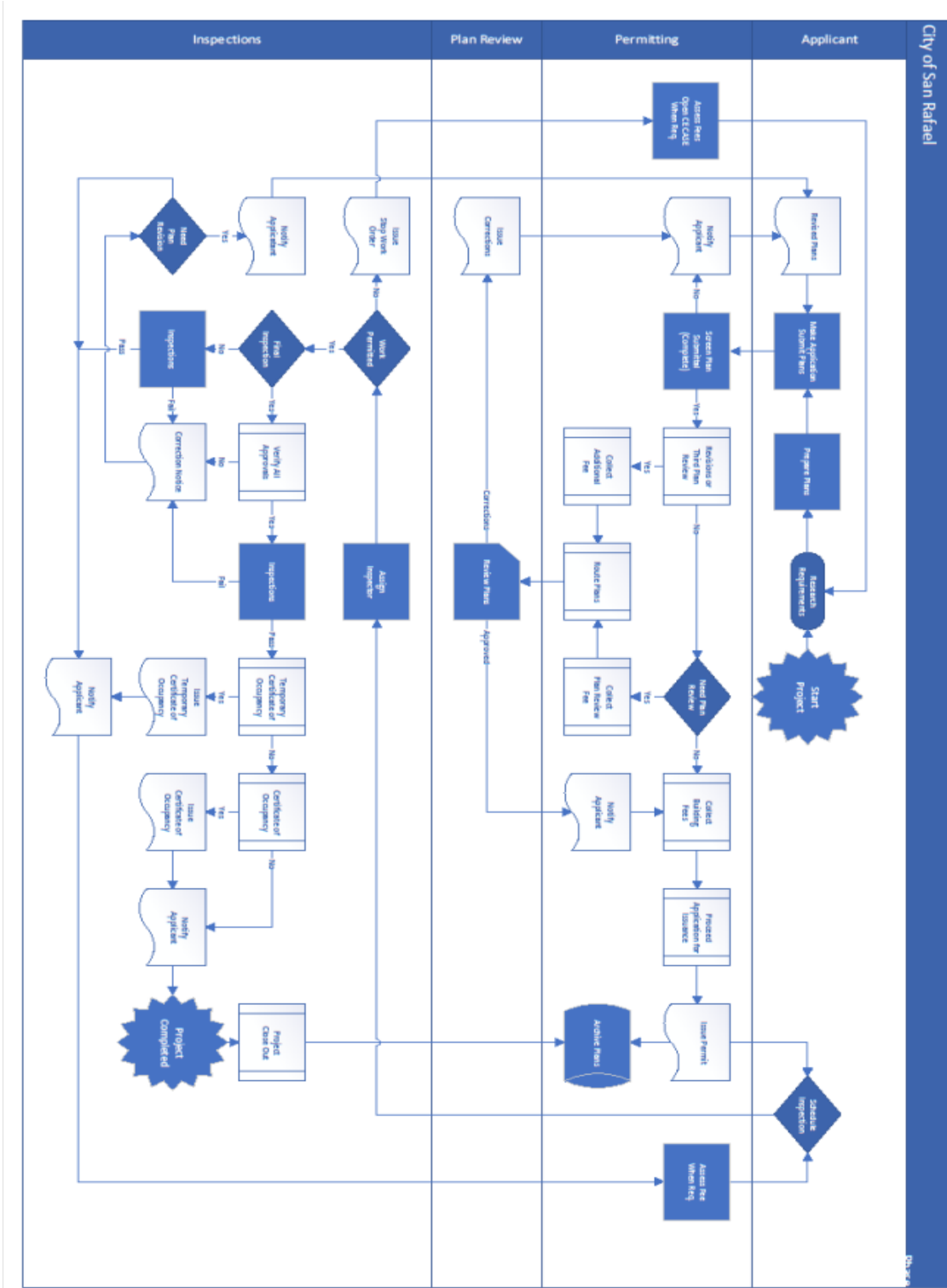
Appendix C: Sample Professional Services Agreement and Insurance Requirements

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AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

THE CITY OF SAN RAFAEL

AND

CONSULTANT'S NAME

FOR SHORT DESCRIPTION SERVICES

</div>

This Agreement is made and entered into as of _____ (the "Effective Date"), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter "**CITY**"), and CONSULTANT'S NAME, a[n] (enter State name) corporation/limited liability company/partnership/individual (hereinafter "**CONSULTANT**"). **CITY** and **CONSULTANT** may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

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RECITALS

</div>

A.   **CITY** desires to secure professional services more fully described in this Agreement, at **Exhibit A**, entitled "SCOPE OF SERVICES"; and

B.   **CONSULTANT** represents that it, and its subcontractors, if any, have the professional qualifications, expertise, and necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of **CITY**; and

C.   The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the parties hereby agree as follows:

<div align="center">

AGREEMENT

</div>

1.   SERVICES TO BE PROVIDED.

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as "Services") to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to CITY are more fully described in **Exhibit A** entitled "SCOPE OF SERVICES." **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated insert date of proposal ("Proposal") set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2.   COMPENSATION.

[Use this clause for time & materials, not-to-exceed:]

In consideration for **CONSULTANT's** complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed $insert Total NTE.

CONSULTANT will bill City on a monthly basis for Services provided by **CONSULTANT** during the preceding month, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

[OR use this clause for fixed fee:]

In consideration for **CONSULTANT's** complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by **CONSULTANT** a fixed fee, as further described in **Exhibit A**, in an amount of $insert Fee.

CONSULTANT will bill City for Services provided by **CONSULTANT**, subject to verification by **CITY**. **CITY** will pay **CONSULTANT** within thirty (30) days of City's receipt of invoice.

3.   TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on insert end date.

4.   PROJECT COORDINATION.

        A.   **CITY'S Project Manager.** Title of City's Project Manager is hereby designated the PROJECT MANAGER for the **CITY** and said PROJECT MANAGER shall supervise all aspects of the progress and execution of this Agreement.

        B.   **CONSULTANT'S Project Director. CONSULTANT** shall assign a single PROJECT DIRECTOR to have overall responsibility for the progress and execution of this Agreement for **CONSULTANT**. Name of CONSULTANT's Project Director is hereby designated as the PROJECT DIRECTOR for **CONSULTANT**. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROJECT DIRECTOR, for any reason, the **CONSULTANT** shall notify the **CITY** within ten (10) business days of the substitution.

5.   TERMINATION.

        A.   **Discretionary**. Either party may terminate this Agreement without cause upon thirty (30) days written notice mailed or personally delivered to the other party.

        B.   **Cause**. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) day time period.

        C.   **Effect of Termination**. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

        D.   **Return of Documents**. Upon termination, any and all **CITY** documents or materials provided to **CONSULTANT** and any and all of **CONSULTANT's** documents and materials prepared for or relating to the performance of its duties under this Agreement, shall be delivered to **CITY** as soon as possible, but not later than thirty (30) days after termination.

6.   OWNERSHIP OF DOCUMENTS.

        The written documents and materials prepared by the **CONSULTANT** in connection with the performance of its duties under this Agreement, shall be the sole property of **CITY**. **CITY** may use said property for any purpose, including projects not contemplated by this Agreement.

7.   INSPECTION AND AUDIT.

Upon reasonable notice, **CONSULTANT** shall make available to **CITY**, or its agent, for inspection and audit, all documents and materials maintained by **CONSULTANT** in connection with its performance of its duties under this Agreement. **CONSULTANT** shall fully cooperate with **CITY** or its agent in any such audit or inspection.

8.   ASSIGNABILITY.

The parties agree that they shall not assign or transfer any interest in this Agreement nor the performance of any of their respective obligations hereunder, without the prior written consent of the other party, and any attempt to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

9.   INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in **Exhibit B**, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in **Exhibit B**.

10.   INDEMNIFICATION.

A.   Except as otherwise provided in subparagraph B of this section, **CONSULTANT** shall, to the fullest extent permitted by law, indemnify, release, defend with counsel approved by **CITY**, and hold harmless **CITY**, its officers, agents, employees and volunteers (collectively, the "**City Indemnitees**"), from and against any claim, demand, suit, judgment, loss, liability or expense of any kind, including but not limited to attorney's fees, expert fees and all other costs and fees of litigation, (collectively "CLAIMS"), arising out of **CONSULTANT'S** performance of its obligations or conduct of its operations under this Agreement. The **CONSULTANT**'s obligations apply regardless of whether or not a liability is caused or contributed to by the active or passive negligence of the **City Indemnitees**. However, to the extent that liability is caused by the active negligence or willful misconduct of the **City Indemnitees**, the **CONSULTANT**'s indemnification obligation shall be reduced in proportion to the **City Indemnitees'** share of liability for the active negligence or willful misconduct. In addition, the acceptance or approval of the **CONSULTANT**'s work or work product by the **CITY** or any of its directors, officers or employees shall not relieve or reduce the **CONSULTANT**'s indemnification obligations. In the event the **City**

Indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from **CONSULTANT'S** performance of or operations under this Agreement, **CONSULTANT** shall provide a defense to the **City Indemnitees** or at **CITY'S** option reimburse the **City Indemnitees** their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims.

B.   Where the services to be provided by **CONSULTANT** under this Agreement are design professional services to be performed by a design professional as that term is defined under Civil Code Section 2782.8, then, to the extent permitted by law including without limitation, Civil Code sections 2782, 2782.6 and 2782.8, **CONSULTANT** shall indemnify and hold harmless the **CITY** and its officers, officials, and employees (collectively **City Indemnitees**) from and against damages, liabilities or costs (including incidental damages, Court costs, reasonable attorney's fees as may be determined by the Court, litigation expenses and fees of expert witnesses incurred in connection therewith and costs of investigation) to the extent they are caused by the negligence, recklessness, or willful misconduct of **CONSULTANT**, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable (collectively Liabilities). Such obligation to hold harmless and indemnify any indemnity shall not apply to the extent that such Liabilities are caused in part by the negligence or willful misconduct of such City Indemnitee.

C.   The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement, and shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11.   NONDISCRIMINATION.

CONSULTANT shall not discriminate, in any way, against any person on the basis of age, sex, race, color, religion, ancestry, national origin or disability in connection with or related to the performance of its duties and obligations under this Agreement.

12.   COMPLIANCE WITH ALL LAWS.

CONSULTANT shall observe and comply with all applicable federal, state and local laws, ordinances, codes and regulations, in the performance of its duties and obligations under this Agreement. **CONSULTANT** shall perform all services under this Agreement in accordance with these laws, ordinances, codes and regulations. **CONSULTANT** shall release, defend, indemnify and hold harmless **CITY**, its officers, agents and employees from any and all damages, liabilities, penalties, fines and all other consequences from any noncompliance or violation of any laws, ordinances, codes or regulations.

13.   NO THIRD PARTY BENEFICIARIES.

        CITY and **CONSULTANT** do not intend, by any provision of this Agreement, to create in any third party, any benefit or right owed by one party, under the terms and conditions of this Agreement, to the other party.

14.   NOTICES.

        All notices and other communications required or permitted to be given under this Agreement, including any notice of change of address, shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties intended to be notified. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service. Notice shall be given as follows:

To **CITY**'s Project Manager:	To **CONSULTANT**'s Project Director:
Name/Title of City's Project Manager	Name/Title of City's Project Director
1400 Fifth Avenue	insert mailing address
San Rafael, CA 94901	insert mailing address

15.   INDEPENDENT CONTRACTOR.

        For the purposes, and for the duration, of this Agreement, **CONSULTANT**, its officers, agents and employees shall act in the capacity of an Independent Contractor, and not as employees of the **CITY**. **CONSULTANT** and **CITY** expressly intend and agree that the status of **CONSULTANT**, its officers, agents and employees be that of an Independent Contractor and not that of an employee of **CITY**.

16.   ENTIRE AGREEMENT -- AMENDMENTS.

        A.   The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

        B.   This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter between the **CONSULTANT** and the **CITY**.

C.	No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D.	The terms and conditions of this Agreement shall not be altered or modified except by a written amendment to this Agreement signed by the **CONSULTANT** and the **CITY**.

E.	If any conflicts arise between the terms and conditions of this Agreement, and the terms and conditions of the attached exhibits or the documents expressly incorporated by reference, the terms and conditions of this Agreement shall control.

17.	SET-OFF AGAINST DEBTS.

CONSULTANT agrees that **CITY** may deduct from any payment due to **CONSULTANT** under this Agreement, any monies which **CONSULTANT** owes **CITY** under any ordinance, agreement, contract or resolution for any unpaid taxes, fees, licenses, assessments, unpaid checks or other amounts.

18.	WAIVERS.

The waiver by either party of any breach or violation of any term, covenant or condition of this Agreement, or of any ordinance, law or regulation, shall not be deemed to be a waiver of any other term, covenant, condition, ordinance, law or regulation, or of any subsequent breach or violation of the same or other term, covenant, condition, ordinance, law or regulation. The subsequent acceptance by either party of any fee, performance, or other consideration which may become due or owing under this Agreement, shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, condition, covenant of this Agreement or any applicable law, ordinance or regulation.

19.	COSTS AND ATTORNEY'S FEES.

The prevailing party in any action brought to enforce the terms and conditions of this Agreement, or arising out of the performance of this Agreement, may recover its reasonable costs (including claims administration) and attorney's fees expended in connection with such action.

20.   CITY BUSINESS LICENSE / OTHER TAXES.

CONSULTANT shall obtain and maintain during the duration of this Agreement, a **CITY** business license as required by the San Rafael Municipal Code, and **CONSULTANT** shall pay any and all state and federal taxes and any other applicable taxes. **CITY** shall not be required to pay for any work performed under this Agreement, until **CONSULTANT** has provided **CITY** with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

21.   SURVIVAL OF TERMS.

Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.

22.   APPLICABLE LAW.

The laws of the State of California shall govern this Agreement.

23.   COUNTERPARTS AND ELECTRONIC SIGNATURE.

This Agreement may be executed by electronic signature and in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one document. Counterpart signature pages may be delivered by telecopier, email or other means of electronic transmission.

[*Signatures are on the following page.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month and year first above written.

CITY OF SAN RAFAEL: **CONSULTANT:**

_____
JIM SCHUTZ, City Manager   _____

                                                 By: _____
APPROVED AS TO FORM:
Office of the City Attorney   Name: _____

                                                 Title: _____

_____   [If CONSULTANT is a corporation, add signature
By: GENEVIEVE COYLE,   of second corporate officer]
Assistant City Attorney

                                                 _____
ATTEST: By: _____
City Clerk
                                                 Name: _____

                                                 Title: _____

_____
LINDSAY LARA, City Clerk

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for **CITY** by **CONSULTANT** under this Agreement are more fully described in **CONSULTANT's** proposal, which is attached to this Exhibit A.

EXHIBIT B

INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth below, **CONSULTANT** shall procure and maintain in full force and effect, at no cost to **CITY** insurance policies with respect to employees and vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in this Exhibit B.

A. **Scope of Coverage.** During the term of this Agreement, **CONSULTANT** shall maintain, at no expense to **CITY**, the following insurance policies:

1. **Commercial general liability**. A commercial general liability insurance policy in the minimum amount of one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate, for death, bodily injury, personal injury, or property damage.

2. **Automobile liability**. An automobile liability (owned, non-owned, and hired vehicles) insurance policy in the minimum amount of one million dollars ($1,000,000) per occurrence.

3. **Professional liability**. If any licensed professional performs any of the services required to be performed under this Agreement, a professional liability insurance policy in the minimum amount of one million dollars ($1,000,000) per occurrence/two million dollars ($2,000,000) aggregate, to cover any claims arising out of the **CONSULTANT's** performance of services under this Agreement. Where **CONSULTANT** is a professional not required to have a professional license, **CITY** reserves the right to require **CONSULTANT** to provide professional liability insurance pursuant to this section.

4. **Workers' compensation**. If it employs any person, **CONSULTANT** shall maintain workers' compensation insurance, as required by the State of California, with statutory limits, and employer's liability insurance with limits of no less than one million dollars ($1,000,000) per accident for bodily injury or disease. **CONSULTANT's** workers' compensation insurance shall be specifically endorsed to waive any right of subrogation against **CITY**.

B. **Other Insurance Requirements.** The insurance coverage required of the **CONSULTANT** in subparagraph A of this section above shall also meet the following requirements:

1.   Except for professional liability insurance or workers' compensation insurance, the insurance policies shall be specifically endorsed to include the **CITY**, its officers, agents, employees, and volunteers, as additional insureds (for both ongoing and completed operations) under the policies.

2.   The additional insured coverage under **CONSULTANT's** insurance policies shall be "primary and noncontributory" with respect to any insurance or coverage maintained by **CITY** and shall not call upon **CITY's** insurance or self-insurance coverage for any contribution. The "primary and noncontributory" coverage in **CONSULTANT'S** policies shall be at least as broad as ISO form CG20 01 04 13.

3.   Except for professional liability insurance or workers' compensation insurance, the insurance policies shall include, in their text or by endorsement, coverage for contractual liability and personal injury.

4.   By execution of this Agreement, **CONSULTANT** hereby grants to **CITY** a waiver of any right to subrogation which any insurer of **CONSULTANT** may acquire against **CITY** by virtue of the payment of any loss under such insurance. **CONSULTANT** agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not **CITY** has received a waiver of subrogation endorsement from the insurer.

5.   If the insurance is written on a Claims Made Form, then, following termination of this Agreement, said insurance coverage shall survive for a period of not less than five years.

6.   The insurance policies shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.

7.   The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of **CITY** (if agreed to in a written contract or agreement) before **CITY'S** own insurance or self-insurance shall be called upon to protect it as a named insured.

8.   It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to **CITY** or any other additional insured party. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the **CONSULTANT** under this Agreement.

9.   **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT** agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. **CONSUTLANT** agrees that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

10.   **CONSULTANT** agrees to be responsible for ensuring that no contract used by any party involved in any way with the Services reserves the right to charge **CITY** or **CONSULTANT** for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to **CITY**. It is not the intent of **CITY** to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against CITY for payment of premiums or other amounts with respect thereto.

C.   **Deductibles and SIR's.** Any deductibles or self-insured retentions in **CONSULTANT's** insurance policies must be declared to and approved by the **CITY** and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or **CITY** or other additional insured party. At **CITY's** option, the deductibles or self-insured retentions with respect to **CITY** shall be reduced or eliminated to **CITY's** satisfaction, or **CONSULTANT** shall procure a bond guaranteeing payment of losses and related investigations, claims administration, attorney's fees and defense expenses.

D.   **Proof of Insurance**. **CONSULTANT** shall provide to the PROJECT MANAGER all of the following: (1) Certificates of Insurance evidencing the insurance coverage required in this Agreement; (2) a copy of the policy declaration page and/or endorsement page listing all policy endorsements for the commercial general liability policy, and (3) excerpts of policy language or specific endorsements evidencing the other insurance requirements set forth in this Agreement. **CITY** reserves the right to obtain a full certified copy of any insurance policy and endorsements from **CONSULTANT**. Failure to exercise this right shall not constitute a waiver of the right to exercise it later. The insurance shall be approved as to form and sufficiency by the **CITY**.

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