



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Digital Service & Open Government

Prepared by: Sean Mooney, Director

City Manager Approval: 

TOPIC: PERMIT MANAGEMENT SYSTEM REPLACEMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT WITH OPENGOV, INC., FOR PERMIT MANAGEMENT SOFTWARE IMPLEMENTATION SUPPORT, PROFESSIONAL SERVICES, AND ANNUAL FEES FROM FEBRUARY 1, 2024 THROUGH JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED \$558,902.30

RECOMMENDATION:

Adopt the resolution authorizing the City Manager to execute a General Services Agreement with OpenGov, Inc., for permit management software implementation support, professional services, and annual fees from February 1, 2024 through January 31, 2027 in an amount not to exceed \$558,902.30

BACKGROUND:

The Permit Management Project aims to replace the City’s existing, outdated legacy TRAKIT permit management system, which has been in use by the Community Development Department since 2007. By implementing a new permit management system, the City will enhance permit services, improve data access and visualizations, promote transparency, and provide significant improvements to the web-based experience for applicants and City staff alike.

The permit management system supports citywide permit processes such as building permits, planning applications, code enforcement, and cross-departmental permits for Public Works, Fire Department, and Economic Development. Part of the implementation cost includes consolidating property files and historical information to support self-service for the public to find information about properties within the City.

The Permit Management Project Request for Proposals (RFP) was published on May 1st, 2023, on the City of San Rafael’s Bids and Proposals page on the City of San Rafael website. The Digital Services and Open Government Department (Digital) sent the press release and a copy of the RFP to software vendors who previously expressed interest in working with the City of San Rafael. Two weeks after the initial publication of the RFP, Digital received over 100 questions about the RFP before the Questions and Answers deadline of May 15th, 2023. On May 29th, 2023, Digital posted the responses on the City’s

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

website and emailed the City's responses to the initial list of vendors who received the press release and RFP.

On June 16th, 2023, the City received nine (9) complete RFP responses from seven (7) US-based vendors and two (2) Canadian vendors. Digital reviewed each response, and gave an initial intake score to each vendor based on the following criteria:

- Fee Schedule: 30%
- Vendor Qualification: 40%
- Proposed Project Plan: 20%
- Overall Quality: 10%

Selection Team

Digital formed a vendor selection team consisting of the Building Official (Don Jeppson), the Permit Services Supervisor (Michele Ginn), the Fire Marshall (Robert Sinnott), a staff representative from the Sanitation District (Tim Tran), a staff representative from Public Works (Megan Kelly), the Director of Digital Service (Sean Mooney), and the Enterprise Application Manager (Tessa Rudnick).

An RFP kick-off meeting was hosted on April 27th and outlined the RFP process for all participants before the May 1st RFP publication.

From the initial evaluation of the nine (9) complete submissions, the City invited the top four (4) scoring vendors to demonstrate their application to the vendor selection team. The top-scoring vendors from the initial evaluation were Accela/TruePoint, CentralSquare/TRAKiT, OpenGov, and CitizenServe. All four (4) vendors agreed to participate in a demonstration, which was hosted by Digital over two days on Wednesday, June 28th, and Thursday, July 6th.

After meeting with the vendor selection team to review the scoring and discuss the quality of the products and each demonstration, the selection team eliminated the vendor CitizenServe and kept Accela/TruePoint, CentralSquare/TRAKiT, and OpenGov in consideration for final selection.

Reference Checks

The Enterprise Applications Manager contacted every reference listed by the three finalist vendors and conducted reference interviews with six agencies.

- OpenGov: Arcata, CA and Tuolumne County, CA
- CentralSquare/TRAKiT: Greeley, CO and Bal Harbour, FL
- TruePoint/Accela: Napa County, CA and Walnut Creek, CA

City staff conducted interviews over summer of 2023.

Vendor Selection

Upon careful consideration, the vendor selection team recommends OpenGov. OpenGov demonstrated a system that is user-friendly, modern, and fits the needs of both our staff and the San Rafael community. OpenGov is based in the Bay Area, and municipal customers have reported high levels of satisfaction. While TruePoint/Accela demonstrated extensive experience, the quoted cost was significantly higher than OpenGov.

The selection team provided this recommendation to the Digital Service and the Community Development Directors, who negotiated with OpenGov to bring forward this proposed new agreement.

ANALYSIS:

The City of San Rafael's Permit Management System Replacement Project has been underway since 2022. In 2022, the Digital team conducted user research across the City to identify challenges and opportunities with the existing permit management system and current permitting processes. Following extensive user research, the City released a Request for Information (RFI) in Spring 2022, asking vendors for video recordings demonstrating their ability to address challenges and findings from our research. The cross-departmental selection team reviewed video demos and was able to identify additional questions for prospective vendors and decided to move forward with an RFP. The timeline of the RFP was modified due to a leadership transition in the Digital Service & Open Government Department. The RFP was published in Spring 2023, with vendor demonstrations in Summer 2023, and selection of the vendor in Fall 2023.

Moving forward with a new permit management system is critical for the modernization of San Rafael's enterprise-wide operations. The current permit management system is nearing obsolescence, and support of the aging system is becoming increasingly difficult.

The Digital Service and Open Government Department has worked collaboratively with stakeholder departments to present the Council with a balanced and achievable project.

FISCAL IMPACT:

The total amount of the proposed new agreement covering implementation support, professional services, and annual fees for the first three years is \$508,093 from February 1st, 2024, to January 31, 2027, with an added 10% project contingency fee of \$50,809.30. Funds for implementation and the first year of service (\$289,328.00) were included in the FY 2023-24 budget as part of the Major Technology Projects Fund. Ongoing annual fees are \$106,715 in FY 2024-25, and \$112,050 in FY 2025-26 (Attachment 2).

OPTIONS:

The City Council has the following options to consider on this matter:

1. Adopt the resolution authorizing the City Manager to execute a General Services Agreement with OpenGov, Inc., for permit management software implementation support, professional services, and annual fees from February 1, 2024 through January 31, 2027 in an amount not to exceed \$558,902.30
2. Adopt the resolution with modifications.
3. Do not adopt the resolution at this time and direct staff to come back with more information.

ATTACHMENTS:

1. OpenGov General Services Agreement
2. OpenGov Order Form
3. OpenGov Statement of Work
4. Resolution

OpenGov Master Services Agreement

The parties to this Master Services Agreement (this “Agreement”) are OpenGov, Inc., a Delaware corporation (“OpenGov”), and the the City of San Rafael, a chartered California municipal corporation (hereinafter “City” or “Customer”). This Agreement, which becomes binding when the parties have signed it (the “Effective Date”), sets forth the terms under which Customer will be permitted to use OpenGov’s hosted software services and receive professional services.

1. Definitions

- 1.1. “Customer Data” means data that is provided by the City to OpenGov pursuant to this Agreement (for example, by email or through Customer’s software systems of record). Customer Data does not include any confidential personally identifiable information.
- 1.2. “Documentation” means materials produced by OpenGov that provide information about OpenGov’s software products and systems. Customers may access the most up-to-date Documentation on the Customer Resource Center page at opengov.zendesk.com.
- 1.3. “Intellectual Property Rights” means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.
- 1.4. “Order Form” means the document executed by the parties that specifies the Software Services that OpenGov will provide to Customer under this Agreement.
- 1.5. “Term” refers to the Initial Term defined in Section 6.1 plus all Renewal Terms defined in Section 7.2.

2. Recitals

City desires to secure professional services more fully described in this Agreement, and in the applicable Order Form, and

OpenGov 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 Customer; and

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:

3. Software Services, Support, and Professional Services

- 3.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to provide the commercial off-the-shelf software solutions identified in the applicable Order Form (“Software Services”).
- 3.2. Support and Service Levels. Customer support is available by email to support@opengov.com or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov’s standard business hours. Customer may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at opengov.com/service-sla, as long as Customer is entitled to receive support under the applicable Order Form and this Agreement.
- 3.3. Professional Services
 - 3.3.1. If OpenGov or its authorized independent contractors provides professional services to Customer, such as implementation services, then these professional services (“Professional Services”) will be described in an applicable statement of work (“SOW”) agreed to by the parties. Unless otherwise specified in the SOW, any pre-paid Professional Services must be utilized within one year from the Effective Date.
 - 3.3.2. Relevant travel expenses are provided in the SOW. Any other travel expenses related to the performance of the Professional Services shall be pre-approved by and reimbursed by Customer.

4. Restrictions and Responsibilities

- 4.1. Restrictions. Customer may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Agreement and Documentation. In addition, Customer shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 4.2. Responsibilities. Customer shall be responsible for obtaining and maintaining computers and third party software systems of record (such as Customer’s ERP systems) needed to connect to, access or otherwise use the Software Services. Customer also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user

accounts, passwords and files, and (c) all uses of Customer user accounts by any party other than OpenGov.

5. Intellectual Property Rights; License Grants; Access to Customer Data

- 5.1. **Software Services.** OpenGov owns all interests and Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov. Customer may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to Customer's obligations under this Agreement, OpenGov grants Customer a non-exclusive, royalty-free license during the Term to use the Software Services.
- 5.2. **Customer Data.** Customer Data and the Intellectual Property Rights therein belong to the Customer. Customer grants OpenGov and its partners (such as hosting providers) a non-exclusive, royalty-free license to use, store, edit, and reformat the Customer Data for the purpose of providing the Software Services. Customer further agrees that OpenGov and its partners may use aggregated, anonymized Customer Data for purposes of sales, marketing, business development, product enhancement, customer service, and data analysis. Insights gleaned from aggregated, anonymized Customer Data will belong to OpenGov.
- 5.3. **Access to Customer Data.** Customer may download the Customer Data from the Software Services at any time during the Term, excluding during routine software maintenance periods. OpenGov has no obligation to return Customer Data to Customer.
- 5.4. **Deletion of Customer Data.** Unless otherwise requested pursuant to this Section 5.4, upon the termination of this Agreement, the Customer Data shall be returned to Customer or retained and then deleted by OpenGov pursuant to Customer's data deletion and retention practices. Upon written request, Customer may request deletion of Customer Data prior to the date of termination of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice in Section 11.5.
- 5.5. **Feedback.** "Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by Customer to OpenGov, including feedback provided through online developer community forums. Customer grants OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation Customer's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of Customer's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

6. Confidentiality

- 6.1. "Confidential Information" means all confidential business, technical, and financial

information of the disclosing party that is marked as “Confidential” or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure. OpenGov’s Confidential Information includes, without limitation, the software underlying the Software Services, and all Documentation.

- 6.2. Confidential Information does not include: (a) data that the Customer has previously released to the public; (b) data that Customer would be required to release to the public upon request under applicable federal, state, or local public records laws; (c) Customer Data that Customer requests OpenGov make available to the public in conjunction with the Software Services; (d) information that becomes publicly known through no breach by either party; (e) information that was rightfully received by a party from a third party without restriction on use or disclosure; or (f) information independently developed by the Receiving Party without access to the Disclosing Party’s Confidential Information.
- 6.3. Each party agrees to obtain prior written consent before disclosing any of the other party's Confidential Information. Each party further agrees to use the other's Confidential Information only in connection with this Agreement. Each party further agrees to protect the other party's Confidential Information using the measures that it employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. If a party is required to disclose Confidential Information by law or court order, they must notify the other party in writing before making the disclosure to give the other party an opportunity to oppose or limit the disclosure.

7. Term and Termination

- 7.1. Initial Term. This Agreement begins on the Effective Date and ends on the date the subscription ends (“Initial Term”), according to the Order Form, unless sooner terminated pursuant to Section 7.3.
- 7.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (each one is a new “Renewal Term”) unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the then-current term.
- 7.3. Termination. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice by the non-breaching party (10 days in the case of non-payment), the non-breaching party may terminate this Agreement. Neither party shall have the right to terminate this Agreement early without a legally valid cause.
- 7.4. Effect of Termination. Upon termination of this Agreement pursuant to Section 7.1, 7.2, or 7.3: (a) Customer shall pay in full for all Software Services and Professional Services performed up to and including the date of termination or expiration, (b) OpenGov shall stop providing Software Services and Professional Services to Customer; and (c) each

party shall (at the other party's option) return or delete any of the other party's Confidential Information in its possession.

8. Payment of Fees

8.1. Fees; Invoicing; Payment; Expenses.

8.1.1. Fees. Fees for Software Services and for Professional Services are set forth in the applicable Order Form, and OpenGov will invoice Customer accordingly. Customer agrees to pay invoices within 30 days without setoffs, withholdings or deductions of any kind. Invoices are deemed received when OpenGov emails them to Customer's designated billing contact. Obligations to pay fees are non-cancelable, and payments are non-refundable.

8.1.2. Annual Software Maintenance Price Adjustment. OpenGov shall increase the fees for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

8.1.3. Travel Expenses. OpenGov will invoice Customer for travel expenses provided in the SOW as they are incurred. Customer shall pay all such valid invoices within 30 days of receipt of invoice. Each invoice shall include receipts for the travel expenses listed on the invoice.

8.1.4. Customer Delays; On Hold Fee.

8.1.4.1. On Hold. Excluding delays caused by a force majeure event as described in Section 11.5, if OpenGov determines that Customer's personnel or contractors are not completing Customer's responsibilities described in the applicable SOW timely or accurately, OpenGov may place the Professional Services on hold. If OpenGov places a Customer on hold, OpenGov will ensure that Customer is made aware of its obligations necessary for OpenGov to continue performing the Professional Services. Upon placing a Customer on hold, OpenGov may, without penalty, suspend Professional Services to the Customer and reallocate resources until the Customer has fulfilled its obligations. OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by Customer's failure to complete Customer's responsibilities.

8.1.4.2. On Hold Notice; On Hold Fee. OpenGov may also issue an "On Hold Notice" specifying that the Customer will be invoiced for lost time in production (e.g., delayed or lost revenue resulting from rescheduling work on other projects, delay in receiving milestone payments from Customer, equipment, hosting providers and human resources idle) for a fee equal to 10% of the first year's fee for Software Services. OpenGov may remove the on hold status and may rescind the fee in its discretion upon Customer's fulfillment of its obligations set out in the On Hold Notice. And OpenGov may extend the timeline to complete certain Professional Services depending on the availability of qualified team resources

(OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold).

- 8.2. **Consequences of Non-Payment.** If Customer fails to make any payments required under any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, (a) Customer will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower and (b) If Customer's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to Customer's designated billing contact, OpenGov may temporarily suspend Customer's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 7.3. Customer will continue to incur and owe all applicable fees irrespective of any such Service suspension based on such Customer delinquency.
- 8.3. **Taxes.** All fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). Customer is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, Customer. If Customer fails to pay any Sales Taxes, then Customer will be liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event Customer or the transactions contemplated by the Agreement are exempt from Sales Taxes, Customer agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

9. Representations and Warranties; Disclaimer

9.1. By OpenGov.

- 9.1.1. **General Warranty.** OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 9.1.2. **Professional Services Warranty.** OpenGov further represents and warrants that the Professional Services, if any, will be performed in a professional and workmanlike manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, Customer's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services. If OpenGov is unable to re-perform such work as warranted, Customer will be entitled to recover all fees paid to OpenGov for the deficient work. Customer must give written notice of any claim under this warranty to OpenGov within 90 days of performance of such work to receive such warranty remedies.
- 9.1.3. **Software Services Warranty.** OpenGov further represents and warrants that for a period of 90 days after the Effective Date, the Software Services will perform in all

material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Customer must give written notice of any claim under this warranty to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the fee for such Software Services.

- 9.2. By Customer. Customer represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) OpenGov's use of the Customer Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 9.3. Disclaimer. OPENGOV DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS SECTION 8, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND OPENGOV DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

10. **Limitation of Liability**

- 10.1. By Type. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS OR EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND A PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 10.2. By Amount. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO OPENGOV FOR THE SOFTWARE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY.
- 10.3. Limitation of Liability Exclusions. The limitations of liability set forth in Sections 10.1 and 10.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5

(Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's infringement of the other party's Intellectual Property Rights.

- 10.4. No Limitation of Liability by Law. Because some jurisdictions do not allow liability or damages to be limited to the extent set forth above, some of the above limitations may not apply to Customer.

11. Miscellaneous

11.1. Insurance Requirements. During the term of this Agreement, and for any time period set forth in any applicable Order Form, OpenGov shall procure and maintain in full force and effect, at no cost to City insurance policies with respect to employees and non-owned or leased vehicles assigned to the performance of Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as described in subparagraph 11.1.1 of this section.

11.1.1. Contractor shall furnish Customer with a Certificate of Insurance evidencing the following coverage:

(a) Commercial General Liability of \$1,000,000 per occurrence/\$2,000,000 general aggregate.

(b) Non-Owned, Automobile Liability of \$1,000,000 each accident.

(d) Workers Compensation per statute.

City and its officers, agents, employees, and servants shall be added as additional insured for Comprehensive General Liability.

11.2. Indemnification.

11.2.1. Except as otherwise provided in subparagraph 11.2.2 of this section, OpenGov agrees to defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages, and expenses which the City, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of an uncured material breach of the agreement due to the grossly negligent or willful acts or omissions of OpenGov in the performance of this agreement.

11.2.2. Where the services to be provided by OpenGov 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, OpenGov shall indemnify and hold harmless the City and its officers, officials, and employees 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 gross negligence, or willful misconduct of OpenGov, or any subconsultants, or subcontractor or anyone directly or indirectly employed by them, or anyone for whom they are legally liable. 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.

- 11.2.3. 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.
- 11.3. Nondiscrimination. OpenGov 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.
- 11.4. Logo Use. OpenGov shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in OpenGov's website and marketing materials, subject to Customer's trademark usage guidelines provided to OpenGov.
- 11.5. Notice. Ordinary day-to-day operational communications may be conducted by email, live chat or telephone. However, for notices, including legal notices, required by the Agreement (in sections where the word "notice" appears) the parties must communicate more formally in a writing sent via USPS certified mail and via email. OpenGov's addresses for notice are: OpenGov, Inc., 6525 Crown Blvd #41340, San Jose, CA 95160, and legal@opengov.com.
- 11.6. Anti-corruption. Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 11.7. Injunctive Relief. The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 11.8. Force Majeure. Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing.
- 11.9. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any

express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

- 11.10. **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.
- 11.11. **Survival.** The following sections of this Agreement shall survive termination: Section 6. (Confidentiality), Section 8 (Payment of Fees), Section 5.4 (Deletion of Customer Data), Section 9.3 (Warranty Disclaimer), Section 10 (Limitation of Liability) and Section 11 (Miscellaneous).
- 11.12. **Assignment.** There are no third-party beneficiaries to this Agreement. Except as set forth in this Section 11.8, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's written consent, which consent may not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to its corporate affiliate or to any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment shall be void. This Agreement will benefit and bind permitted assigns and successors.
- 11.13. **Independent Contractors.** This Agreement does not create an agency, partnership, joint venture, or employment relationship, and neither party has any authority to bind the other.
- 11.14. **Governing Law and Jurisdiction.** California laws govern this Agreement, without regard to conflict of laws principles. Exclusive jurisdiction for litigation of any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the Federal or State court with competent jurisdiction located in Marin County, California, and the parties submit to the personal jurisdiction and venue therein.
- 11.15. **Complete Agreement.** OpenGov has made no other promises or representations to Customer other than those contained in this Agreement. Any modification to this Agreement must be in writing and signed by an authorized representative of each party.
- 11.16. **City Business License/Other Taxes.** OpenGov shall obtain and maintain during the duration of this Agreement, a City business license as required by the San Rafael Municipal Code, and OpenGov 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 OpenGov has provided City with a completed Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification).

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

CITY OF SAN RAFAEL:

OpenGov:

CRISTINE ALILOVICH, City Manager

By: _____

APPROVED AS TO FORM
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

ATTEST:
City Clerk

LINDSAY LARA, City Clerk

DRAFT



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-011518
Created On: 10/20/2023
Order Form Expiration: 1/31/2024
Subscription Start Date: 2/1/2024
Subscription End Date: 1/31/2027

Prepared By: Alex Martinez
Email: amartinez@opengov.com
Contract Term: 36 Months

Customer Information			
Customer:	City of San Rafael, CA	Contact Name:	Sean Mooney
Bill To/Ship To:	PO Box 151560 San Rafael, California 94901 United States	Email:	sean.mooney@cityofsanrafael.org

Order Details	
Billing Frequency:	Annual
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting & Licensing Community Development Bundle (Building/Inspections, Planning and Zoning, Code Enforcement, Fire) <i>Additional Service Area: Public Works, Reporting & Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting & Finance Export, Autofill Interface, Permitting & Licensing Mobile App, Contractor Licensing</i>	2/1/2024	1/31/2025	\$101,633.00
Permitting & Licensing Community Development Bundle (Building/Inspections, Planning and Zoning, Code Enforcement, Fire) <i>Additional Service Area: Public Works, Reporting & Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting & Finance Export, Autofill Interface, Permitting & Licensing Mobile App, Contractor Licensing</i>	2/1/2025	1/31/2026	\$106,715.00
Permitting & Licensing Community Development Bundle (Building/Inspections, Planning and Zoning, Code Enforcement, Fire) <i>Additional Service Area: Public Works, Reporting & Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting & Finance Export, Autofill Interface, Permitting & Licensing Mobile App, Contractor Licensing</i>	2/1/2026	1/31/2027	\$112,050.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Description
OpenGov Deployment — One Time Fee (Prepaid Hours)	Product configuration, setup, and training described in the attached SOW.

Professional Services Total: \$187,695.00

Billing Table:

Billing Date	Amount Due
February 1, 2024	\$289,328.00 <i>(Annual Software Fee + Professional Services Fee)</i>
February 1, 2025	\$106,715.00
February 1, 2026	\$112,050.00

Order Form Legal Terms

Welcome to OpenGov!
This Order Form is entered into between OpenGov, Inc. ("OpenGov"), and you, the entity identified above ("Customer"), effective as of the date of the last signature below. This Order Form incorporates the OpenGov Master Services Agreement ("MSA") available at <https://opengov.com/terms-of-service/master-services-agreement/>. If professional services are purchased, the applicable Statement of Work ("SOW") is also incorporated. The Order Form, MSA, and, if applicable, the SOW are the full "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

City of San Rafael, CA

Signature: _____
Name: _____
Title: _____
Date: _____

OpenGov, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____



Statement of Work

City of San Rafael, CA

Creation Date: 12/13/2023
Document Number: PS-04798
Version Number: 2
Created by: Dean Simpson

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1. Overview and Approach

1.1. Agreement

This Statement of Work (“SOW”) identifies services that OpenGov, Inc. (“OpenGov” or “we”) will perform for City of San Rafael, CA (“Customer” or “you”) pursuant to that order for Professional Services entered into between OpenGov and the Customer (“Order Form”) which references the Master Services Agreement or other applicable agreement entered into by the parties (the “Agreement”).

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Agreement between OpenGov and Customer.
- The Deliverables listed in [Appendix B](#) are the single source of the truth of the deliverables to be provided.
- Customer’s use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.5](#)). Any additional services or support will be considered out of scope.

2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the Customer power a more effective and accountable government. OpenGov’s estimated charges and schedule are based on performance of the activities listed in the “OpenGov Responsibilities” section below. Deviations that arise during the project will be managed through the procedure described in [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov’s standard rates in effect from time to time for any resulting additional work or waiting time.

2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the [Appendix A-2: Change Order Process](#), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

General:

- A. Individual software modules are configured based on discussions between OpenGov and Customer.
- B. All training, working sessions, and configuration is completed remotely, unless otherwise specified in appendix
- C. Customer will gather and provide all applicable Prerequisite Data Checklist items prior to the first project working session being held.
- D. Customer's source data will be provided in accordance with [Appendix C: Technical Requirements](#).
- E. Customer will validate and sign off on each deliverable in [Appendix B: Deliverables](#).
- F. Go Live date will be agreed and signed off between the Customer and OpenGov project manager during project planning.
- G. Customer will sign off on the Solution Acceptance prior to Go Live.
- H. The project plan assumes one Go-Live event and cutover unless otherwise specified in [Appendix B: Deliverables](#).

Data and Document Migrations:

- I. Migrations are completed using flat files provided and mapped by the Customer, unless otherwise specified in [Appendix B: Deliverables](#).
- J. Customer configured Record Types are expected to comply with the Project Plan's Go Live and cutover to ensure the migration encompasses all records from the legacy system.
- K. Customer shall complete the OpenGov provided data templates with three (3) weeks of request.
- L. Customer shall validate data deliverables within three (3) weeks of request
- M. During implementation, OpenGov will provide up to two (2) format changes for each integration file, allowing for necessary edits to be made during the testing and validation process.

2.4. Exclusions

- A. Historical data migration does not:
 - i. Exceed 250,000 records unless otherwise specified in Appendix B: Deliverables.
 - ii. Include database backup files unless otherwise specified in Appendix B: Deliverables).
 - iii. Include cleaning of corrupt data, creation or linking of applicant accounts, integration of historical fees and payments into workflow or financial reports, logs of permit changes, migration of data into the workflow, permit attachments, import of contractor database, or hierarchical relationships between records.
- B. Document Migration does not exceed 1TB unless otherwise specified in Appendix B: Deliverables.

2.5. OpenGov Responsibilities

2.5.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

Planning

OpenGov will:

- A. Review the SOW, contract and project plan with Customer’s Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. Coordinate a go live planning and data workshop to plan data integrations and migrations;
- C. Maintain project communications through your Project Manager;
- D. Establish documentation and procedural standards for deliverable Materials; and
- E. Assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

Project Tracking and Reporting

OpenGov will:

- A. Review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. Work with your Project Manager to address and resolve deviations from the project plan;
- C. Conduct regularly scheduled project status meetings; and

- D. Administer the Appendix A-2: Change Order Process with your Project Manager.

Completion Criteria:

This is an on-going activity which will be considered complete at the end of the Services

Deliverable Materials:

- Planning and Data Workshop
- Project Plan and Timeline
- Weekly Status Reports
- Go Live Checklist
- RAID
- Project Charter

2.5.2. Activity 2 – Initialization

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy

Completion Criteria:

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

Deliverable Materials:

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

2.5.3. Activity 3 – OpenGov Use Cases

Use cases:

OpenGov will provide the following:

Community Development: Building Permits & Inspectional Services; Community Development: Planning and Zoning Approvals; Community Development: Code Enforcement; Community Development: Fire; Public Works: Right-of-Way Permits, Waste/Water Management, etc

Completion Criteria:

This activity will be considered complete when:

- Deliverables are configured/completed

Deliverable Materials:

- Formal sign off document

2.5.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions unless otherwise specified in Appendix B. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

Completion Criteria:

- Training is provided

Deliverable Materials:

- Formal sign off document

2.6. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with [Appendix A-2: Change Order Process](#).

2.6.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. Manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. Serve as the interface between OpenGov and all your departments participating in the project;
- C. Administer the [Appendix A-2: Change Order Process](#) with the Project Manager;
- D. Participate in project status meetings;
- E. Obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. Resolve deviations from the estimated schedule, which may be caused by you;
- G. Help resolve project issues and escalate issues within your organization, as necessary; and

- H. Create, with OpenGov’s assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones, estimates, and duration.

2.7. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in “OpenGov responsibilities” section and delivers the Materials listed, if any; or
- B. The End Date, as agreed upon between the Customer and OpenGov during project planning, is reached.

2.8. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures, unless otherwise agreed upon between the Customer and OpenGov, and have an estimated end date of nine (9) months after kick-off (“Estimated End Date”). The End Date will be agreed between Customer and OpenGov during project planning.

2.9. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Data Framework										
Historical Data Migration										
Record & Financial Exports										
Document Migration										
Permitting Licensing and Code Enforcement Suite	Requirements and Discovery									
	Initiate*									
	Configure*									
	Validation^									
Go-Live										
Reporting & Transparency										

*Timeline is dependent on the number of service areas and record types.
 ^Validation includes data integration and migration

OpenGov Configuration
Customer Valida
Go Live Event

2.10. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

There is no travel expected in this project. Should travel be requested, Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred.

2.11. Offer Expiration Date

This offer will expire on January 18, 2024 unless extended by OpenGov in writing.

Appendix A: Engagement Charter

A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
 - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
 - Executives may be called upon to clarify expectations and/or resolve confusion.
 - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
 - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
 - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
 - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
 - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
 - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
 - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- *Change Order* - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
 - Timeline for completion
 - Sign off process
 - Cost of change and Invoice timing
 - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov’s Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1: Communication and Escalation Procedure . As set forth in the “Customer Delays” provision of the Agreement, if there are extended delays (greater than 10 business days) in Customer’s response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project “on Hold” may have several ramifications including, but not restricted, to the following:
 - o Professional Services to the customer could be stopped;
 - o Delay to any agreed timelines; or
 - o Not having the same Professional Services team assigned.

Appendix B: Deliverables

B-1: Data Deliverables

Master Address Table (MAT) Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate MAT information.
 - Import the completed template file and validate against the completed template file.
- Customer will:
 - Populate and validate the MAT template.

ESRI ArcGIS Server Integration

- OpenGov will:
 - Integrate with the Customer's ArcGIS public API endpoint.

GIS Flag Integration

- OpenGov will:
 - Provide a template file to be utilized by the Customer to populate GIS Flag information.
 - Import the populated template file after acceptance.
 - Enable the GIS Flag Integration.
- Customer will:
 - Populate and validate the flag template file.

Accounting and Finance Export

- OpenGov will:
 - Provide an export of financial data, based on the Customer's provided format, to the Customer's FTPS as often as nightly.
- Customer will:
 - Agree upon specifications prior to export.

Autofill Integration

- OpenGov will:
 - Provide up to seven (7) of Autofills, using source data from OpenGov or provided by the Customer.
- Customer will:
 - Provide the source data, if applicable.
 - Agree upon specifications prior to upload.

State Contractor Integration

- OpenGov will:
 - Integrate with the California licensed professional dataset for use within OpenGov.

Single Sign On (SSO) Integration

- OpenGov will:
 - Provide the SSO enablement form.
 - Implement identity provider initiated SSO for Microsoft ADFS
- Customer will:
 - Complete the SSO enablement form.
 - Provide the information from the identity provided required to establish SAML or HTTPS certification and add OpenGov as a new application in the identity provider.

Data Migration

OpenGov will:

- Perform historic data migration from TRAKiT and Alchemy using flat files provided by and mapped by the customer.
- Set up historical record types, historical data will be migrated prior to the initial data load.
- Provide a report of unmatched locations
- Provide instructions for customer validation of data migration.

Customer will:

- Sign off on data load.

Document Migration

OpenGov will:

- Migrate documents from TRAKiT, Alchemy and Sharepoint attached to either migrated permits or locations provided through a Master Address Table (MAT) integratio

B-2: Record Type Deliverables

OpenGov will configure the following standard record type drafts of Customer's record types in the Permitting & Licensing system including Form, Workflow, Output Document and Fees:

Building and Inspectional Services Service Area

Up to twelve (12) record types from the following list:

- Residential Building Permit
- Commercial Building Permit
- Mechanical Permit
- Electrical Permit
- Plumbing Permit
- Photovoltaic Residential Permit
- Demolition Permit
- Grading Permit
- Pool Permit
- Renewable Energy Permit
- Tideland Permit
- Watercourse Permit

Planning and Zoning Service Area

Up to five (5) record types from the following list:

- Pre Application or Conceptual Design Review
- Environmental Design Review
- SB9 Permit
- Use Permit
- Other

Fire Service Area

Up to two (2) record types from the following list:

- Fire - Construction Permit
- Fire - Operational Permit

Code Enforcement Service Area

Up to two (2) record types from the following list:

- Code Complaint
- Code Violation

Public Works Service Area

Up to three (3) record types from the following list:

- Encroachment Permit
- Sidewalk Repair Program Requests
- Streetary Permit

Customer will:

- Attend working sessions to validate, review, and iterate upon draft records.
- Test all configured record types

B-3: Training Deliverables

OpenGov will:

Administrator and Configuration Training

- Provide up to seventy (70) hours of Permitting & Licensing system administrator training to enable system administrators on the following topics:
 - Setting up the public portal
 - Employee app settings
 - Creating and editing record types
 - Managing Forms
 - Editing Documents
 - Creating Workflows
 - Setting up Inspections
 - Mobile app
- Provide up to eight (8) hours of Reporting & Transparency administrator training, to enable system administrators on the following topics:
 - Download and upload data to Reporting & Transparency
 - How to create reports and dashboards

End User Training

- Provide up to ten (10) hours of end-user trainings designed for Plan Review, Inspectors, Finance Staff, etc. to cover the following topics:
 - Navigation of the system
 - Manage inbox and tasks
 - Take payments
 - Conduct inspections
 - Create records
 - Mobile app

Customer will:

- Identify the relevant participants to attend each training session.

Appendix C: Technical Requirements

Master Address Table

- All addresses must have a unique ID
- Flat file, .csv, .xls, .xlsx, .txt with headers
- Parcels and address points recommended
- Recommended source data: Esri GIS, Alternative source options include: Assessor's database, E911

ESRI ArcGIS

- Publicly-accessible secure ESRI REST API URL

ArcGIS Flags

- Polygon Layer(s) via ESRI REST API URL, Polylines and points are not supported

Financial and Record Exports

- Required format (columns) and sample document

Autofills using Customer source data

- Flat file, .csv, .xls, .xlsx, .txt with headers

Current application forms, workflows, fee structures, and output documents

- PDF, Word, .csv, .xls, .xlsx with headers

Historical Data

- Flat file, .csv, .xlsx with headers
- Record type and status mapping using OpenGov template

Historical Documents

- Flat file, .csv, .xlsx with headers
- One row per document. All rows must be tied back to the MAT's unique ID field and have a file path or publicly accessible URL.

Document Management Access

- ODBC access to a Microsoft SQL Server Database view or .csv file

SSO

- SAML or HTTPS certificate, Whitelist OpenGov in your VPN or firewall

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO EXECUTE A GENERAL SERVICES AGREEMENT WITH OPENGOV, INC., FOR PERMIT MANAGEMENT SOFTWARE IMPLEMENTATION SUPPORT, PROFESSIONAL SERVICES, AND ANNUAL FEES FROM FEBRUARY 1, 2024 THROUGH JANUARY 31, 2027 IN AN AMOUNT NOT TO EXCEED \$558,902.30

WHEREAS, the City of San Rafael aims to replace its outdated legacy software permit management system, which has been in use by the Community Development Department since 2007. Enhancing permit services citywide, improving data access and visualizations, promoting transparency, and providing significant improvements to the web-based experience for applicants and City staff alike; and

WHEREAS, OpenGov, Inc. (“OpenGov”) was selected by a cross-departmental team of city staff through a competitive Request for Proposal (RFP) process. OpenGov is an experienced provider of local government software solutions who successfully demonstrated their competency to the selection team; and

WHEREAS, the City desires to enter into an agreement with OpenGov to provide implementation support, professional services, and annual fees to the City for a three-year term beginning February 1, 2024 and ending January 31, 2027; and

WHEREAS, City funds in the amount of \$289,328.00 are budgeted and available for expenditure in the FY 2023-24 Department of Digital Service & Open Government’s Major Technology Projects Fund (\$289,328.00); and

WHEREAS, Ongoing annual fees for FY 2024-25 (\$106,715) and FY 2025-26 (\$112,050) will be included in future Department of Digital Service & Open Government’s Major Technology Projects Fund budget requests;

NOW, THEREFORE BE IT RESOLVED, that the City Council hereby authorizes the City Manager to execute a General Service Agreement with OpenGov, Inc., implementation support, professional services, and annual fees from February 1, 2024 through January 31, 2027 in an amount not to exceed \$558,902.30 outlined in the Staff Report for the City Council’s January 16, 2024 regular meeting, subject to final approval as to form by the City Attorney.

I, **Lindsay Lara**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the San Rafael City Council held on Tuesday, the 16th day of January 2024, by the following vote:

AYES: **Councilmembers:**
NOES: **Councilmembers:**
ABSENT: **Councilmembers:**

Lindsay Lara, City Clerk