



## AGENDA

SAN RAFAEL CITY COUNCIL - TUESDAY, JANUARY 16, 2024

REGULAR MEETING AT 6:00 P.M.  
San Rafael City Council Chambers  
1400 Fifth Avenue, San Rafael, CA 94901

### Watch Online:

Watch on Zoom Webinar: <http://tinyurl.com/cc-2024-01-16>

Watch on YouTube: [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael)

Listen by phone: (669) 444-9171

ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675#

This meeting will be held in-person. This meeting is being streamed to YouTube at [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael).

How to participate in the meeting:

- You are welcome to come to the meeting and provide public comment in-person. Each speaker will have 2-minutes to provide public comment.
- Submit your comments by email to [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org).

### **OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.**

1. Mayor Kate to announce Closed Session items.

### **CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 P.M.**

2. Closed Session:
  - a. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION  
Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 1 case  
Shaleeta Boyd, et al. v. City of San Rafael, et al. (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

### **CITY MANAGER AND COUNCILMEMBER REPORTS:**

(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)

3. City Manager and Councilmember Reports:

### **CONSENT CALENDAR:**

The opportunity for public comment on consent calendar items will occur prior to the City Council's vote on the Consent Calendar. The City Council may approve the entire consent calendar with one action. In the alternative, items on the Consent Calendar may be removed by any City Council or staff member, for separate discussion and vote.

4. Consent Calendar Items:

a. **Approval of Minutes**

Approve Minutes of the Regular City Council Meeting of December 18, 2023 and the Special City Council Meeting of December 20, 2023 (CC)

*Recommended Action - Approve minutes as submitted*

b. **Sea Level Rise Planning Services Agreement**

Resolution Authorizing the City Manager to Negotiate and Enter into a Professional Services Agreement with Moffat and Nichol for Sea Level Rise Planning Services in an Amount Not to Exceed \$520,000 (CM)

*Recommended Action - Adopt Resolution*

c. **Permit Management System Replacement**

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 (DS)

*Recommended Action - Adopt Resolution*

d. **Job Classification and Compensation for a Risk Manager Position**

Resolution Approving the New Classification and Compensation of Risk Manager; and Deleting an Existing 1.0 Full-Time Equivalent (FTE) Advanced Professional Temporary Position to a 1.0 FTE Risk Manager Position (HR)

*Recommended Action - Adopt Resolution*

e. **North San Rafael Pavement Maintenance Project**

Accept Completion of the North San Rafael Pavement Maintenance Project and Authorize the City Clerk to File the Notice of Completion (PW)

*Recommended Action - Accept Completion and Authorize City Clerk to File Notice of Completion*

f. **San Quentin Pump Station Reconstruction**

Amendments to Professional Service Agreements with AlphaCM, Inc., CSW/St-Stroeh Engineering Group, and Authorization of Supplemental Budget Appropriation (PW)

*Recommended Action - Authorize the City Manager to Execute Amendments to Professional Service Agreements with AlphaCM, Inc., CSW/St-Stroeh Engineering Group, and Authorize Supplemental Budget Appropriation*

**SPECIAL PRESENTATIONS**

5. Special Presentations:

a. **Age Friendly San Rafael Community Partnership Update**

**OPEN TIME FOR PUBLIC EXPRESSION**

The public is welcome to address the City Council at this time on matters not on the agenda that are within its jurisdiction. Please be advised that pursuant to Government Code Section 54954.2, the City Council is not permitted to discuss or take action on any matter not on the agenda unless it determines that an emergency exists, or that there is a need to take immediate action which arose following posting of the agenda. Comments may be no longer than two minutes and should be respectful to the community.

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar: - None.

**ADJOURNMENT:**

*Any records relating to an agenda item, received by a majority or more of the Council less than 72 hours before the meeting, shall be available for inspection online and at City Hall, 1400 Fifth Avenue, and placed with other agenda-related materials on the table in front of the Council Chamber prior to the meeting. Sign Language interpreters may be requested by calling (415) 485-3066 (voice), emailing [city.clerk@cityofsanrafael.org](mailto:city.clerk@cityofsanrafael.org) or using the California Telecommunications Relay Service by dialing "711", at least 72 hours in advance of the meeting. Copies of documents are available in accessible formats upon request. To request Spanish language interpretation, please submit an online form at <https://www.cityofsanrafael.org/request-for-interpretation/>.*



Minutes

SAN RAFAEL CITY COUNCIL - MONDAY, DECEMBER 18, 2023

REGULAR MEETING AT 7:00 P.M.  
San Rafael City Council Chambers  
1400 Fifth Avenue, San Rafael, CA 94901

**Watch Online:**

Watch on Zoom Webinar: <http://tinyurl.com/ccsa-2023-12-18>

Watch on YouTube: [www.youtube.com/cityofsanrafael](http://www.youtube.com/cityofsanrafael)

Listen by phone: (669) 444-9171

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**OPEN SESSION – THIRD FLOOR CONFERENCE ROOM – 5:00 P.M.**

1. Mayor Kate announced Closed Session items.

**CLOSED SESSION – THIRD FLOOR CONFERENCE ROOM – 5:00 P.M.**

2. Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation (Paragraph (2) of subdivision (d) of Government Code Section 54956.9): Two potential cases

- b. CONFERENCE WITH LABOR NEGOTIATORS – Government Code Section 54957.6

Lead Negotiators: Timothy L. Davis and Allison B. Hernandez (Burke, Williams & Sorensen)  
Agency Designated Representatives: Cristine Alilovich, John Stefanski, Angela Robinson Piñon, Paul Navazio, Marissa Sanchez and Sylvia Gonzalez

Employee Organizations: San Rafael Police Mid-Management Association; Public Employee Union, Local 1; San Rafael Firefighters' Association; San Rafael Police Association; SEIU Local 1021; Western Council of Engineers; San Rafael Fire Chief Officers' Association; San Rafael Police Mid-Management Association; San Rafael Fire Chief Officers' Association; Unrepresented Mid-Management; Unrepresented Executive Management

- c. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION

Paragraph (1) of subdivision (d) of Government Code Section 54956.9: 1 case  
Shaleeta Boyd, et al. v. City of San Rafael, et al. (U.S. District Court, N.D. Cal., Case No. 23-cv-04085-EMC)

Present: Councilmember Bushey  
Councilmember Hill  
Councilmember Kertz  
Mayor Kate  
Absent: Vice Mayor Llorens Gulati  
Also Present: City Manager Cristine Alilovich  
City Attorney Robert Epstein  
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 7:02 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present, except for Vice Mayor Llorens Gulati.

City Attorney Rob Epstein announced there was no reportable action in the Closed Session held prior to the regular meeting or the special Closed Session held on December 6, 2023.

Mayor Kate provided opening remarks, which included expressing gratitude to City staff, announcing Employees and Teams of the Quarter for Quarters 1, 2, and 3, as well as, a land acknowledgment.

City Clerk Lindsay Lara informed the community that the in-person meeting would also be recorded and streamed live to YouTube and through Zoom. She noted the two-minute timer for public comment and closed captioning on Zoom.

### **CITY MANAGER AND COUNCILMEMBER REPORTS:**

**(including AB 1234 Reports on Meetings and Conferences Attended at City Expense)**

#### **3. City Manager and Councilmember Reports:**

City Manager Cristine Alilovich announced:

- New Planning Manager Margaret Kavanaugh-Lynch and Interim Community Development Director Laura Simpson
- Homelessness Update
- First Police Advisory and Accountability Committee meeting to be held Wednesday, December 20<sup>th</sup> at City Hall at 6:00 p.m.
- Public Service Award for 2024
- City Administrative Offices Holiday Closure from Monday, December 25<sup>th</sup> – Monday, January 1<sup>st</sup>. Offices reopen on January 2<sup>nd</sup>. Police Department, Fire Department, Public Works and Sanitation will be working.
- City Council meetings to start at 6 p.m., starting in January. The first meeting of the new year to be held January 16, 2024.

City Councilmember Reports:

- Councilmember Bushey reported on San Rafael Sanitation District and Central Marin Sanitation Agency meetings, a Peacock Gap Homeowners Association meeting and a meeting with Supervisor Sackett.
- Councilmember Kertz reported on the Boards, Commissions & Committees (BCC) holiday reception, a Transportation Authority of Marin (TAM) meeting, a North Bay Leadership Council lunch, the City Holiday lunch, menorah lightings, EAH Housing tours, a Vivalon tour, a Marin Academy student presentation on homelessness, a Venetia Valley Family Center tour, the Contempo community holiday party and the Lighted Boat Parade.

- Councilmember Hill reported on a City/Schools County Liaison meeting and a Finance Subcommittee meeting.
- Mayor Kate reported on a ribbon-cutting for Cue the Core, a Chamber East San Rafael Working Group meeting and a Transportation Authority of Marin (TAM) meeting.

Mayor Kate invited public comment; however, there was none.

**CONSENT CALENDAR:**

Mayor Kate invited public comment; however, there was none.

Councilmember Bushey moved and Councilmember Kertz seconded to approve the Consent Calendar.

4. Consent Calendar Items:

a. **Approval of Minutes**

**Approve Minutes of the Special and Regular City Council Meetings of December 4, 2023 (CC)**

*Approved minutes as submitted*

b. **Update of Commercial Linkage Fees**

**Final Adoption of Ordinance 2032: An Ordinance Amending the San Rafael Municipal Code Section 14.16.030 (Affordable Housing Requirement), Adopting a Commercial Linkage Nexus Study, Adopting Updated Commercial Linkage Fees, and Adopting a Commercial Linkage Fee Project List (CD)**

*Final Adoption of Ordinance 2032*

c. **On-Call Vegetation Management Service Level Agreements**

**Resolution Authorizing the City Manager to Negotiate and Enter into Service Level Agreements with Seven (7) Responsible and Responsive Contractors for Up to Four (4) Years for On-Call Vegetation Management Services in the Total Not-to-Exceed Amount of \$3,125,000 Per Fiscal Year, and Authorize a Supplemental FY 2023-24 Budget Appropriation of \$1,500,000 of Available Measure C (Fund 242) Funding to Support Wildfire Fuel Reduction Contract Costs to Be Reimbursed by the Marin Wildfire Prevention Authority (FD)**

*Resolution 15264 - Resolution Authorizing the City Manager to Negotiate and Enter into Service Level Agreements with Seven (7) Responsible and Responsive Contractors for Up to Four (4) Years for On-Call Vegetation Management Services in the Total Not-to-Exceed Amount of \$3,125,000 Per Fiscal Year, and Authorize a Supplemental FY 2023-24 Budget Appropriation of \$1,500,000 of Available Measure C (Fund 242) Funding to Support Wildfire Fuel Reduction Contract Costs to Be Reimbursed by the Marin Wildfire Prevention Authority*

d. **Agreement to Participate in Public Provider Ground Emergency Medical Transportation Intergovernmental Transfer Program (PP-GEMT) for CY2024**

**Authorize the City Manager to Execute a Certification Form for the San Rafael Fire Department to Participate in an Intergovernmental Transfer (IGT) with the California Department of Health Care Services (DHCS) for Reimbursement of Public Provider Ground Emergency Medical Transportation (PP-GEMT) Services for the Service Period of January 1, 2024, through December 31, 2024, and Transfers to DHCS Not to Exceed \$650,000 (FD)**  
*Authorized the City Manager to execute a certification form for the San Rafael Fire Department to participate in a Medi-Cal Intergovernmental Transfer (IGT) program with the California*

Department of Health Care Services (DHCS) for reimbursement of PP-GEMT services for the service period of January 1, 2024, through December 31, 2024, and make transfers not to exceed \$650,000

e. **Peacock Gap Playground Project**

**Authorize the City Manager to Enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey for Landscape Architectural and Engineering Design Services for the Peacock Gap Park Playground Project in the Amount Not to Exceed \$130,000 (PW)**

*Authorized the City Manager to enter into a Professional Services Agreement with Royston, Hanamoto, Alley & Abey in the amount not to exceed \$130,000 and appropriate funds for the contract*

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

**PUBLIC HEARINGS:**

5. Public Hearings:

a. **[Marin Sanitary Services Rates for 2024](#)**

**Resolution Authorizing Maximum Rates to Be Imposed and Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be Effective January 1, 2024, and Determining that the City's Franchise Fees and Refuse Vehicle Impact Fees are Justified by the City's Costs of Providing Solid Waste Services, Reasonable Charges for the Use of City Property for Solid Waste Services, and the Costs of Addressing the Impacts of Solid Waste Refuse Vehicles (CM)**

Cory Bytof, Sustainability Program Manager, presented the Staff Report.

Staff, including Garth Schultz, R3 Consulting Group and Patty Garbarino and Justin Wilcock from Marin Sanitary Service responded to questions from the City Council.

Mayor Kate invited public comment.

**Speakers:** Patty Garbarino, Marin Sanitary Service, Kingston Cole, Coalition of Sensible Taxpayers, Grace Geraghty

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Bushey moved and Councilmember Kertz seconded to adopt the resolution.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

*Resolution 15265 - Resolution Authorizing Maximum Rates to Be Imposed and Collected by Marin Sanitary Service for Refuse and Recyclable Material Collection and Disposal Services to be Effective January 1, 2024, and Determining that the City's Franchise Fees and Refuse Vehicle Impact Fees are Justified by the City's Costs of Providing Solid Waste Services, Reasonable*

*Charges for the Use of City Property for Solid Waste Services, and the Costs of Addressing the Impacts of Solid Waste Refuse Vehicles*

b. [Design Review Board and Planning Commission Consolidation Discussion](#)  
**Report on Design Review Board and Planning Commission Consolidation (CC/CD)**

Lindsay Lara, City Clerk, presented the Staff Report with Margaret Kavanaugh-Lynch, Planning Manager.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

**Speakers:** Grace Geraghty, Matt Butler, Name Withheld, Susan Coleman, Shirley Fischer

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Hill seconded to accept the report and provided feedback to staff to return in several months, following the appointment of a new Community Development Director, and approve objective design standards for outside of the downtown area.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

*Accepted report and provided feedback to staff*

**OTHER AGENDA ITEMS:**

6. Other Agenda Items:

a. [City Councilmember Appointment to Committees for 2024](#)  
**Approve City Councilmember Appointment to Committees for 2024 (CM)**

Mayor Kate introduced the item.

Mayor Kate invited public comment; however, there was none.

Councilmember Bushey moved and Councilmember Kertz seconded to approve the appointments for 2024.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Llorens Gulati

*Approved appointments*



b. [Elect Vice Mayor for 2024](#)  
**Elect Eli Hill as Vice Mayor 2024 (CM)**

Mayor Kate introduced the item.

Mayor Kate invited public comment; however, there was none.

Councilmember Kertz moved and Councilmember Bushey seconded to approve the appointment of Eli Hill as Vice Mayor for 2024.

AYES: Councilmembers: Bushey, Hill, Kertz & Mayor Kate  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Llorens Gulati

*Approved appointment*

**OPEN TIME FOR PUBLIC EXPRESSION**

- Shirley Fischer addressed the City Council regarding public engagement in the meetings.
- Jean-Pierre Guittard addressed the City Council regarding Dominican Valley development concerns.
- Kim Crawford addressed the City Council regarding Dominican Valley development concerns.
- Ronald Kleinman addressed the City Council regarding Dominican Valley development concerns.
- David Wolfensberger addressed the City Council regarding Dominican Valley development concerns.
- Belle Davis addressed the City Council regarding Dominican Valley development concerns.
- Ann Springgate addressed the City Council regarding Dominican Valley development concerns.
- Mary Bradley Quinlan addressed the City Council regarding Dominican Valley development concerns.
- Tom Quinlan addressed the City Council regarding Dominican Valley development concerns.
- Beverly addressed the City Council regarding Dominican Valley development concerns.
- Diane Poryes addressed the City Council regarding Dominican Valley development concerns.
- Polly Elkin addressed the City Council regarding Dominican Valley development concerns.
- Steve Mains addressed the City Council regarding Dominican Valley development concerns.
- Claudia Moeller addressed the City Council regarding Dominican Valley development concerns.
- Teri Hallowell addressed the City Council regarding Dominican Valley development concerns.
- Dr. Kostopoulos addressed the City Council regarding Dominican Valley development concerns.
- Al Vetere addressed the City Council regarding an impressive list of City accomplishments over the year for 2023 and the direction of the new year.
- Daniel Campbell addressed the City Council regarding Dominican Valley development concerns.
- Christina Cliff addressed the City Council regarding Dominican Valley development concerns.

City Manager Cristine Alilovich provided comments on the Dominican Valley development.

**SAN RAFAEL SUCCESSOR AGENCY:**

1. Consent Calendar: - None.

**ADJOURNMENT:**

Mayor Kate adjourned the meeting at 9:49 p.m.

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LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

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KATE COLIN, Mayor

DRAFT



**Minutes subject to approval at the January 16, 2024 meeting**

**MINUTES  
SAN RAFAEL CITY COUNCIL SPECIAL MEETING  
WEDNESDAY, DECEMBER 20, 2023 AT 5:00 P.M.**

**In-Person:**

**San Rafael City Hall  
Third Floor Conference Room  
1400 Fifth Avenue, San Rafael, CA 94901**

**Watch online:**

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**Present:** Councilmember Bushey  
Councilmember Kertz  
Mayor Kate

**Absent:** Councilmember Hill  
Vice Mayor Llorens Gulati

**Also Present:** City Manager Cristine Alilovich  
Assistant City Attorney Genevieve Coyle  
Deputy City Clerk Brenna Nurmi

Mayor Kate called the special meeting to order at 5:02 p.m. and invited Deputy City Clerk Brenna Nurmi to call the roll. All members of the City Council were present, except Councilmember Hill and Vice Mayor Llorens Gulati.

Deputy City Clerk Brenna Nurmi informed the community that the in-person meeting would also be recorded and streamed live through Zoom. She noted the two-minute timer for public comment and closed captioning on Zoom.

**1. [Appeals Disputing 48-Hour Abatement Orders](#)**

**Appeals of 48-Hour Notice of Removal of Unsafe Structure or Equipment on Public Property (FD/CD)**

- a. Appoint the Mayor and City Council as the Board of Appeals, and Thereby Convene Hearings in a Dual Capacity as the Building Board of Appeals, and as the Hearing Body for Appeals of the Fire Code**  
*Recommended Action – Appoint the Mayor and City Council as the board of appeals, and thereby convene hearings in a dual capacity as the building board of appeals, and as the hearing body for appeals of the fire code*
- b. Resolution Denying an Appeal of the 48-Hour Notice of Removal of Unsafe Structure or Equipment on Public Property Filed by Brian Nelson**  
*Recommended Action – Adopt Resolution*
- c. Resolution Denying an Appeal of the 48-Hour Notice of Removal of Unsafe Structure or Equipment on Public Property Filed by Bruce Gaylord**  
*Recommended Action – Adopt Resolution*

Assistant City Attorney Genevieve Coyle provided opening comments and introduced outside counsel Marc Tran of Burke, Williams & Sorensen, LLP.

Councilmember Bushey moved and Councilmember Kertz seconded to appoint the Mayor and City Council as the Board of Appeals, and thereby convene hearings in a dual capacity as the building Board of Appeals, and as the hearing body for appeals of the fire code.

AYES: Councilmembers: Bushey, Kertz & Mayor Kate  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Hill & Llorens Gulati

*Appointed the Mayor and City Council as the Board of Appeals, and thereby convened hearings in a Dual Capacity as the Building Board of Appeals, and as the Hearing Body for Appeals of the Fire Code*

Mayor Kate opened the appeal hearing for Appellant Brian Nelson.

Appellant Brian Nelson provided his statement.

Don Jeppson, Chief Building Official, and Acting Fire Chief Abraham Roman provided their statements.

Mayor Kate invited public comment.

**Speakers:** Jeff Jacob Chase, Jason Sarris, Erin West, Heidi, Steve, Matt Butler, Mark Rivera, Lyn Gardner, Robbie Powelson, Gregory Taylor, James, Tara Evans Boyce

Appellant Brian Nelson provided his rebuttal.

Don Jeppson, Chief Building Official, and Acting Fire Chief Abraham Roman provided their rebuttals.

Councilmembers provided comments.

Staff responded to questions from the City Council.

Councilmember Bushey moved and Councilmember Kertz seconded to adopt the resolution denying an appeal of the 48-hour notice of removal of unsafe structure or equipment on public property filed by Brian Nelson.

AYES: Councilmembers: Bushey, Kertz & Mayor Kate  
NOES: Councilmembers: None  
ABSENT: Councilmembers: Hill & Llorens Gulati

*Resolution 15266 - Resolution Denying an Appeal of the 48-Hour Notice of Removal of Unsafe Structure or Equipment on Public Property Filed by Brian Nelson*

Mayor Kate opened the appeal hearing for Appellant Bruce Gaylord.

Appellant Bruce Gaylord provided his statement.

Robbie Powelson provided his statement, on behalf of Appellant Bruce Gaylord.

Don Jeppson, Chief Building Official, and Acting Fire Chief Abraham Roman provided their statements.

Mayor Kate invited public comment.

**Speakers:** Jason Sarris, Name Withheld, Name Withheld, Name Withheld

Appellant Bruce Gaylord provided his rebuttal.

Robbie Powelson provided his rebuttal, on behalf of Appellant Bruce Gaylord.

Don Jeppson, Chief Building Official, and Acting Fire Chief Abraham Roman provided their rebuttals.

Councilmembers provided comments.

Staff responded to questions from the City Council.

Councilmember Kertz moved and Councilmember Bushey seconded to adopt the resolution denying an appeal of the 48-hour notice of removal of unsafe structure or equipment on public property filed by Bruce Gaylord.

AYES: Councilmembers: Bushey, Kertz & Mayor Kate

NOES: Councilmembers: None

ABSENT: Councilmembers: Hill & Llorens Gulati

*Resolution 15267 - Resolution Denying an Appeal of the 48-Hour Notice of Removal of Unsafe Structure or Equipment on Public Property Filed by Bruce Gaylord*

**ADJOURNMENT:**

Mayor Kate adjourned the meeting at 6:21 p.m.

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LINDSAY LARA, City Clerk

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024

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KATE COLIN, Mayor



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 4.b

Meeting Date: January 16, 2024

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: City Manager, Sustainability Division

Prepared by: Kate Hagemann  
Climate Adaptation and Resilience  
Planner

City Manager Approval: \_\_\_\_\_

**TOPIC: SEA LEVEL RISE PLANNING SERVICES AGREEMENT**

**SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOFFAT AND NICHOL FOR SEA LEVEL RISE PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED \$520,000**

**RECOMMENDATION:**

Adopt the resolution authorizing the City Manager to negotiate and enter into a Professional Services Agreement with Moffat and Nichol for sea level rise planning services in an amount not to exceed \$520,000

**BACKGROUND:**

The City of San Rafael is part of a collaborative planning effort exploring the feasibility of different adaptation actions to respond to rising sea levels (project). This work is funded through grants received from the State Coastal Conservancy (\$700,000), the Marin Community Foundation (\$62,000), and the Governor’s Office of Planning and Research (\$644,200).

On November 21, 2022, the City Council [voted to accept](#) the grant funding for the project from the State Coastal Conservancy and Marin Community Foundation. Similarly, on July 17, 2023, the City Council [voted to accept](#) the grant funding from the Office of Planning and Research.

While the City of San Rafael is formally the grantee, the project is a collaborative effort with many partners including, the County of Marin, Canal Alliance, the Multicultural Center of Marin, and researchers at the University of California Berkeley (“Project Team”). The project budget and work are distributed across the team, and implementation of many tasks are underway. The Project will conduct a technical feasibility study that considers a range of sea level rise adaptation measures within the Project Study Area. It will also develop recommended policy language that can inform other city plans and guiding documents. The intention is to create a collaborative planning process that elevates the community’s role in decision-making throughout the process.

Several tasks require support and subject matter expertise from planning and engineering consultants. These tasks are focused on supporting a community-informed technical feasibility study of sea level rise options along the greater Canal District shoreline of San Rafael, which is

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

approximately the shoreline areas between the Richmond-San Rafael Bridge and McNeers Beach (Project Study Area).

The consultant team will evaluate the technical feasibility of options that can increase community resilience to sea level rise and flooding in the Project Study Area. The options will reflect community priorities and technical feasibility, with at least one option identified along with specific recommendations for further development and implementation (i.e., considerations for landowner approval, project lead for CEQA and permitting, etc.).

The consultant team will also complete a more detailed vulnerability assessment focused on short-term life-safety risks and cascading impacts from infrastructure failures. This work will engage the agencies responsible for critical infrastructure, including below-ground assets. Based on the community's expressed priorities and the findings from the vulnerability analysis, the consultant will then rank and prioritize adaptation measures where they are most needed to ensure that infrastructure can continue to provide essential services. Finally, the consultant will work with the project partners to develop the final recommendations, presenting a prioritized set of actionable adaptation actions. The consultant will be responsible for gathering better data on the physical, ecological, and social conditions which serve as the basis for sound design.

**ANALYSIS:**

The City issued a [request for proposals](#) on August 21, 2023. There was significant interest in the RFP, with hundreds of views on the webpage, more than 1200 views on the LinkedIn post, and more than 50 attendees at the optional pre-submittal briefing call. In total, six proposals were submitted with broad teams. These proposals were reviewed by an 8-person panel (four from the City as well as representatives from the County of Marin's Department of Public Works, UC Berkeley, Canal Alliance, and the Multicultural Center of Marin). The review committee reviewed the proposals and ranked them to identify four finalist firms who were invited for interviews.

The Moffat and Nichol team received the highest score for their proposed approach to the sea level rise planning project. Their proposal included a large team, including CMG Landscape Architecture, Environmental Science Associates, Deltares, ENGE0, Cinquini & Passarino, Inc., and The San Francisco Estuary Institute.

This proposed team demonstrated a broad and deep level of subject matter expertise across a range of disciplines that would support the successful completion of the sea level rise study. Additionally, their proposal outlined a strong understanding of the challenges of adapting to sea level rise and very relevant prior experience in other communities facing similar issues.

**FISCAL IMPACT:**

The scope of work for the consultants will be funded entirely by grant funds. There is no negative General Fund impact, as the City will receive funding from these grant funds for indirect expenses associated with managing the grants.

**OPTIONS:**

The City Council has the following options to consider relating to this item:

1. Adopt the resolution authorizing the City Manager to negotiate and enter into a Professional Services Agreement with Moffat and Nichol for sea level rise planning services in an amount not to exceed \$520,000
2. Adopt the resolution with modifications.
3. Do not adopt the resolution at this time and direct staff to come back with more information.

**RECOMMENDED ACTION:**

Adopt a resolution authorizing the City Manager to negotiate and enter into a Professional Services Agreement with Moffat and Nichol for sea level rise planning services in the amount of \$520,000.

**ATTACHMENT**

1. Resolution



**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH MOFFAT AND NICHOL FOR SEA LEVEL RISE PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED \$520,000**

**WHEREAS**, the City is part of a collaborative sea level rise planning project that has received grant funds from the State Coastal Conservancy, the Marin Community Foundation, and the Governor's Office of Planning and Research; and

**WHEREAS**, the City requires outside professional sea level rise planning services to successfully complete the grant-funded activities; and

**WHEREAS**, the City has completed a competitive selection process for professional services and the selection committee has recommended Moffat and Nichol as the most qualified team;

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of San Rafael hereby authorizes the City Manager to execute an Agreement for Professional Services between the City and Moffat and Nichol for sea level rise planning services, in an amount not to exceed \$520,000.

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 the 16<sup>th</sup> day of January 2024, by the following vote to wit:

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

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**Lindsay Lara, City Clerk**



**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 1<sup>st</sup>, 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 15<sup>th</sup>, 2023. On May 29<sup>th</sup>, 2023, Digital posted the responses on the City’s

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**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 16<sup>th</sup>, 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 27<sup>th</sup> and outlined the RFP process for all participants before the May 1<sup>st</sup> 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 28<sup>th</sup>, and Thursday, July 6<sup>th</sup>.

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 1<sup>st</sup>, 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](https://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			
<b>Customer:</b>	City of San Rafael, CA	<b>Contact Name:</b>	Sean Mooney
<b>Bill To/Ship To:</b>	PO Box 151560 San Rafael, California 94901 United States	<b>Email:</b>	sean.mooney@cityofsanrafael.org

Order Details	
<b>Billing Frequency:</b>	Annual
<b>Payment Terms:</b>	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 &amp; Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting &amp; Finance Export, Autofill Interface, Permitting &amp; 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 &amp; Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting &amp; Finance Export, Autofill Interface, Permitting &amp; 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 &amp; Transparency, Record Type Export, MAT/Master Assessor Table, ESRI ArcGis Integration, Flag Integration, Accounting &amp; Finance Export, Autofill Interface, Permitting &amp; 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	(Annual Software Fee + Professional Services Fee)
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 16<sup>th</sup> day of January 2024, by the following vote:

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

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**Lindsay Lara, City Clerk**



**SAN RAFAEL**  
THE CITY WITH A MISSION

**Agenda Item No: 4.d**

**Meeting Date: January 16, 2024**

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

**Department: Human Resources**

**Prepared by: Angela Robinson Piñon,  
Assistant City Manager**

**City Manager Approval:** \_\_\_\_\_

**TOPIC: JOB CLASSIFICATION AND COMPENSATION FOR A RISK MANAGER POSITION**

**SUBJECT: RESOLUTION APPROVING THE NEW CLASSIFICATION AND COMPENSATION OF RISK MANAGER; AND DELETING AN EXISTING 1.0 FULL-TIME EQUIVALENT (FTE) ADVANCED PROFESSIONAL TEMPORARY POSITION TO A 1.0 FTE RISK MANAGER POSITION**

**RECOMMENDATION:**

Adopt the resolution to authorize the new Risk Manager classification, update the Mid-Management Salary Schedule with the Risk Manager salary range, delete an existing unfilled Advanced Professional Temporary position in the Finance Department, and add the new Risk Manager position.

**BACKGROUND:**

Periodically, the Human Resources Department seeks to establish, reallocate, amend, or delete positions to reorganize or restructure staffing to serve the community's and City's goals. This staff report outlines a recommendation to add a Risk Manager position to the Mid-Management Employees group.

On July 19, 2021, the San Rafael City Council approved Resolution No. 14955, to establish Mid-Management Employees' compensation and working conditions. The salary schedule is included in Exhibit A of the resolution and covers the period from July 1, 2021, through June 30, 2024.

**ANALYSIS:**

The Human Resources Department is responsible for the full scope of traditional personnel services and programs for the City of San Rafael. In addition to the provision of personnel services, Human Resources has also been responsible for oversight of risk management functions: safety, workers' compensation, general liability, risk transfer, and specialty insurance coverages (property, boiler and machinery, marina hull, dishonesty, and theft bond, etc.). These responsibilities have been shared amongst the City Attorney's Office, the City Manager's Office, the Finance Department, and administrative staff in all City departments.

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**FOR CITY CLERK ONLY**

**Council Meeting:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_

*Why a Risk Manager Position is Needed*

Risk Managers play a crucial role in organizations by helping them identify, assess, and manage risks. In addition, Risk Managers provide valuable information to decision-makers. By quantifying and qualifying risks, they enable informed decision-making that accounts for potential challenges and uncertainties. Moreover, Risk Managers ensure that the organization complies with relevant regulations and industry standards. They help establish and maintain governance structures that promote ethical behavior and adherence to risk management policies. Effective risk management contributes to financial stability by minimizing the impact of adverse events on the organization's financial health. This is achieved through measures such as insurance, hedging, and other risk mitigation strategies. In addition, identifying and mitigating risks can enhance operational efficiency. By addressing potential disruptions or issues before they escalate, Risk Managers help ensure the smooth functioning of business operations.

This position would reduce insurance-related work required for the administration of contracts, provide oversight of liability claims from initiation to closure, work with the City Attorney's Office on litigation, evaluate the City's insurance coverage to inform the appropriate insurance levels and coverage, develop workplace safety initiatives and policies, address audit deficiencies, achieve compliance with Occupational Safety and Health Administration (OSHA) regulations, and provide better management and support to departments/employees for their Workers' Compensation claims. Staff time lost due to active Workers' Compensation claims can reduce overtime backfill of positions and can alleviate productivity losses.

In summary, this position would help to maintain the long-term sustainability and success of the City of San Rafael by proactively managing uncertainties, improving employee health, safety and wellness, and supporting strategic decision-making. This role extends across various aspects of the organization, contributing to its overall resilience and adaptability. While the specific structure and responsibilities of a risk management function may vary depending on the size of the jurisdiction, the presence of a dedicated risk manager is seen as a best practice for effective organizational governance and resilience.

*Development of the Recommendation*

Over a decade ago, the City had a dedicated Risk Manager position providing oversight, but due to the economic crises facing public agencies at that time, the position was eliminated with tasks absorbed across the organization. However, due to organizational capacity constraints, and changes in regulatory requirements, the reassignment of this work is not sustainable in the long term. Therefore, the City requested that Municipal Resource Group, LLC ("MRG") assess the City's risk management functions. The MRG assessment concluded that the City should create a Risk Manager job classification, and staff worked with MRG to create the attached job description. Adding a Risk Manager position would allow the City to recruit someone with technical expertise to meet the full scope of municipal Risk Management best practices. This will help mitigate the City's risk exposure and improve loss prevention practices to reduce claims, reduce the cost of claims, and reduce the cost of insurance premiums over time.

Based on MRG's thorough analysis of the organizational structure of the administrative functions of the City, staff recommends the deletion of an unfilled Advanced Professional Temporary position in the Finance Department and the addition of a Risk Manager position to the City Manager's Office. In a jurisdiction the City's size, and due to the risk management work being cross departmental in nature, the MRG recommended this position reside in the City Manager's Office.

City staff has looked at similar job descriptions in other jurisdictions and believes the compensation and working conditions are comparable to positions included in the Mid-Management group. The recommended salary range for the Risk Manager Position is \$11,173 (Step A) to \$13,581 (Step E) per month, which is internally aligned with other mid-management positions within the City of San Rafael.

The item was presented at the City Council Finance Committee meeting on December 8, 2023.

City staff has satisfied its responsibilities to notice and offer to meet and confer with the affected bargaining unit per the Meyers-Milias-Brown Act before implementation.

All relevant attachments including the job description and updated salary schedule are attached to this staff report.

**COMMUNITY OUTREACH:**

Public notice for this item was provided per the City of San Rafael's Municipal Code, and the public will have the opportunity to comment on this item during a meeting of the San Rafael City Council.

**FISCAL IMPACT:**

By deleting the unfilled Advanced Professional Temporary position and adding a Risk Manager, the number of full-time equivalent employees (FTEs) remains the same, and the proposed position would have a total compensation cost increase of approximately \$130,000 annually. The costs in the current fiscal year are estimated to be \$45,000, depending upon the date the position is filled and will be offset by salary savings from vacant positions. The Risk Manager position will be included in the Fiscal Year (FY) 2024-25 budget in the City's Liability Fund.

**OPTIONS:**

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

1. Adopt the resolution.
2. Adopt resolution with modifications.
3. Direct staff to return with more information.
4. Take no action.

**RECOMMENDED ACTION:**

Adopt the resolution to authorize the new Risk Manager classification, update the Mid-Management Salary Schedule with the Risk Manager salary range, delete an existing unfilled Advanced Professional Temporary position in the Finance Department, and add the new Risk Manager position.

**ATTACHMENTS:**

- A. Resolution Approving a New Classification and Compensation of a Risk Manager
- B. Risk Manager Job Description
- C. Mid-Management Salary Schedule

**RESOLUTION NO.**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL  
APPROVING THE NEW CLASSIFICATION AND COMPENSATION  
FOR A RISK MANAGER; AND DELETING AN EXISTING 1.0 FULL-TIME  
EQUIVALENT (FTE) ADVANCED PROFESSIONAL TEMPORARY POSITION TO A  
1.0 FTE RISK MANAGER POSITION**

**WHEREAS**, periodically, the Human Resources Department seeks to establish, reallocate, amend, or delete positions to reorganize or restructure staffing to serve the community's and City's goals; and

**WHEREAS**, on July 19, 2021, the San Rafael City Council approved Resolution No. 14955 establishing the compensation and working conditions for Unrepresented Mid-Management Employees; and

**WHEREAS**, the City retained the Municipal Resource Group, LLC (MRG) to conduct an assessment of the Risk Management function and to make recommendations on a possible staffing model; and

**WHEREAS**, MRG's analysis concluded that the City should add a Risk Manager position to meet the full scope of municipal Risk Management best practices; and

**WHEREAS**, Staff concurs with MRG's analysis and recommends deleting 1.0 Full-Time Equivalent (FTE) Advanced Professional Temporary position in the Finance Department and adding a Risk Manager classification to meet the full scope of municipal Risk Management best practices, and to help mitigate the City's risk exposure; and

**WHEREAS**, the proposed job specification for the Risk Manager position was created and is attached hereto; and

**WHEREAS**, the City has determined that the compensation and working conditions associated with this role is comparable to job classifications in the Unrepresented Mid-Management group and recommends a salary range of \$11,173 (Step A) to \$13,581 (Step E) per month, which is internally aligned with other mid-management positions within the City of San Rafael; and

**NOW, THEREFORE BE IT RESOLVED**, that the City Council of the City of San Rafael hereby approves the recommended personnel compensation, title, and classification changes per the Mid-Management Salary Schedule included with the Staff Report for this resolution.

**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 City Council of the City of San Rafael, held on Tuesday, the 16<sup>th</sup> day of January 2024, by the following vote, to wit:

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

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**Lindsay Lara, City Clerk**

# City of San Rafael

## Job Class Specification

### Job Title: Risk Manager

#### SUMMARY

Administers, manages, and directs the City's risk management and safety program, including loss control and prevention, public liability, occupational health and safety, and workers' compensation. Responsible for leading and coordinating the activities supporting these services with other City departments, divisions, and outside agencies. Proactively analyzes, develops and recommends new and improved risk management procedures and programs that cost-effectively minimize the City's exposure to liability and loss, and protect people and City financial and physical assets. Performs related duties as assigned.

#### DISTINGUISHING CHARACTERISTICS

The Risk Manager position is responsible for managing the city's risk management portfolio with considerable independent action and judgement to ensure that best practices, procedures, and policies are implemented. The Risk Manager will interface closely with the City Attorney and Assistant City Attorney on litigation resulting from liability claims. The Risk Manager will be a working partner for the Human Resources Director as the Risk Manager is charged with managing workers' compensation and workplace safety. Specifically, the Risk Manager will report formally to the Assistant City Manager, and, in addition, the Human Resources Director will provide matrixed functional oversight over workers' compensation and workplace safety. The Risk Manager may act for the Human Resources Director in their absence.

#### SUPERVISION RECEIVED AND EXERCISED

General direction is provided by the Assistant City Manager. The Risk Manager may provide direct or indirect supervision of lower-level professional, technical, and support services personnel.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. This list is intended to be illustrative and does not represent an exhaustive list of duties and responsibilities. Incumbents may not perform all duties and responsibilities listed. Other duties may be assigned.

- Plan, organize, and manage the City's overall risk management and safety unit and other assigned programs, including occupational health and safety, Workers' Compensation, insurance coverage, risk transfer, subrogation, insurance specifications and purchases, loss control, claims management, and litigation management.
- Direct, oversee and participate in the development of the Risk Management work plan; undertake and assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Understand and interpret City, state, and federal regulations and statues relative to risk management and other assigned programs.
- Workers' Compensation & Workplace Safety
  - Receive claims for employee's workplace related injury and illness and work with

the City's Workers' Compensation Third Party Administrator to manage claims.

- Coordinate with Human Resources Department on claims processing and general administration.
  - Develop, update, and maintain City policies and procedures pertaining to injury and illness prevention, integration of leave types and employee benefits, modified/light duty, medical separations, and related matters.
  - Identify training needs and develop and implement effective training programs conforming to CAL/OSHA, ADA, FEHA, other applicable rules and regulations, and goals of the City for employees, management, departments, outside agencies and the public on safety and risk-related matters.
  - Maintain records of employee training on safety and risk-related matters.
  - Coordinate with Human Resources on the City's health and retirement benefits programs including disability retirements and industrial disability retirements.
  - Investigate employee injuries. Collect and analyze information on injuries, accidents and near accidents; recommend injury prevention programs and assist in implementation.
  - Develop procedures and methods to ensure City-wide conformance to California OSHA standards including record keeping, injury reporting and hazard identification correction.
  - Supervise the preparation, proper filing and completion of worker's compensation claims; monitors and advises departments regarding temporary transitional work assignments/return to work policies and procedures.
  - Monitor and manage FMLA, COBRA, and DOT testing compliance.
  - Facilitate the workplace safety committee comprised of City employees to develop recommendations to reduce employee injuries and address other health and safety related matters.
- Risk Transfer / Contracts
    - Review contracts and leases regarding risk transfer including insurance, indemnification, hold harmless provisions, requirements for endorsements, and subrogation.
    - Work with the City Attorney's Office on any exemptions or complex risk transfer situations in contracts or agreements.
    - Review certificates of insurance and endorsements for adequacy. Ensure the tracking and monitoring of certificates of insurance for currency.
    - Provide assistance to support the development and administration of City contracts and agreements.
    - Provide training to departments, develop templates and procedures, and act as an information resource to departments on procurement and contracting issues.
- Liability / Litigation
    - Provide oversight of liability claims through initiation to closure; review tort claims for legal sufficiency and sends to the Third Party Administrator; work with the Third Party Administrator during investigation of allegations; coordinates communications with claimant through the Third Party Administrator; interface with departments to collect information relevant to claim and provides that information to the Third Party Administrator; make recommendations for settlement, denial, or compromise of



claims; settle or deny claims within their delegated authority; monitor denied claims to determine if lawsuit is brought; monitor expenditures and reserve levels of litigated claims; report claim status to excess carrier; and maintain liability claims register.

- Work with and support the City Attorney's Office on all aspects of City litigation; provides updates to the City Manager and City Attorney; participates in and prepares for City Council closed session meetings; make recommendations to the City Manager and City Attorney regarding litigation and settlement of claims; attend and recommend settlements; maintain excess insurance program; represent the City in small claims court; prepare and coordinate staff for required court appearances with expertise from the City Attorney's Office.
- Coverage / Insurance
  - Maintain current information regarding valuations for buildings, assets, contents, and property, claims experience, City activities and other pertinent data.
  - Work with the Finance Department to ensure maintenance of appropriate insurance levels and/or reserves.
  - Oversee the renewal of the City's insurance coverage.
  - Establish, monitor, and adjust rates as necessary.
- Risk Analysis & Investigations
  - Survey facilities, operations, and programs to identify hazards and potential liabilities; recommend corrective actions to affected departments; conduct industrial-injury investigations, determine causation and initiate corrective action.
  - Draft and present risk reports and proposals to executive leadership and senior staff.
- General Risk Management
  - Conduct risk assessments, collecting and analyzing documentation, statistics, reports, and trends.
  - Establish policies and procedures to identify and address risks in the organization's services and departments.
  - Review and assess risk management policies and protocols; makes recommendations and implements modifications and improvements.
  - Recommend and implement risk management solutions such as insurance, safety and security policies, business continuity plans, or recovery measures.
- May represent the City at various boards, commissions, and other bodies as assigned; serve as a liaison with contract service providers, insurance brokers, and external agencies such as the County, excess pool, etc.
- Participate in the development and implementation of goals, objectives, policies, and priorities.
- Continuously monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures; proactively implement improvements.
- Supervise assigned professional, technical and clerical staff.
- Participate in the development of the division's budget.
- Respond to and resolve difficult and/or sensitive citizen, claimant, and employee inquiries and complaints.

- Perform related duties as assigned.

#### **KNOWLEDGE AND ABILITIES:**

- Principles, practices, and methods of public agency Risk Management, asset protection, loss control, insurance, contracts, liability, property claims adjusting and settlement methods, subrogation recovery, Workers' Compensation, occupational health and safety, compliance, and related areas.
- Organizational and management principles as applied to analysis and evaluation of programs, policies, and operational needs.
- Methods of liability claims investigation, adjustment, and administration.
- Pertinent federal, state, and local laws, codes, and regulations, including California law in the areas of public entity tort, contract, other relevant areas and basic litigation processes.
- Statistical analysis methods and concepts as they pertain to assigned areas. Principles and techniques of effective report writing.
- Principles and practices of budget preparation and cost allocation. Project management methods and techniques.
- Statutory requirements of public records retention as it pertains to area of assignment.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Methods and techniques of conducting employee investigations.
- Principles of supervision, training, and performance evaluation.

#### **ABILITY TO:**

- Develop, implement, administer and make sound decisions in order to provide an effective and efficient risk management and safety program.
- Identify problems, collect and analyze data, develop effective solutions, project consequences of proposed actions, and implement recommendations in support of goals.
- Analyze, interpret, and apply federal, state, and local policies, procedures, laws, regulations, and statutes relative to risk management, self-insurance, workers compensation, and occupational health and safety.
- Read, analyze, and interpret common scientific and technical journals, financial reports, and legal documents.
- Effectively negotiate with various outside agencies and professionals.
- Research, analyze, and evaluate new service delivery methods, procedures, and techniques.
- Respond to inquiries or complaints from customers, regulatory agencies, or members of the business community; resolve conflicts in a tactful and professional manner.
- Effectively present information to management, public groups, and/or City Council or committees.

- Gain cooperation through discussion and persuasion.
- Establish appropriate priorities and meet deadlines.
- Establish and maintain program control and status reporting systems.
- Travel to various locations within and outside the city limits; and work flexible hours to provide training or investigation as needed.
- Prepare and administer a budget.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of the work.

## **EDUCATION AND/OR EXPERIENCE**

Any combination equivalent to the education and experience likely to provide the required knowledge and abilities would be qualifying. A typical way to gain such knowledge and abilities would be:

Education - A Bachelor's degree from an accredited college or university with major course work in public administration, insurance administration, or a related field. A Master's degree is highly desirable.

Experience - Five years of progressively responsible experience, preferably in the public sector, and experience in risk management, loss control, general liability, and occupational health and safety.

License or Certificate – Possession of a valid California driver's license and a satisfactory driving record. Professional certification such as Associate of Risk Management (ARM) and/or Certified Professional in Disability Management (CPDM) designation is desirable.

## **SPECIAL REQUIREMENTS:**

- Possession of a valid California Driver's License

## **WORK ENVIRONMENT:**

- Work in an office environment; sustained posture in a seated position for prolonged periods of time.

FLSA Status: Exempt

By: HR Department

Prepared Date:

Approved By: City Council

Approved Date: Approved

**SAN RAFAEL UNREPRESENTED MID-MANAGEMENT**

**SALARY SCHEDULE**

Effective January 16, 2024

<b>Grade</b>	<b>Position</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
7315	Accounting Manager	\$ 10,080	\$ 10,584	\$ 11,113	\$ 11,668	\$ 12,252
2400	Assistant Library and Recreation Director	\$ 11,355	\$ 11,923	\$ 12,519	\$ 13,145	\$ 13,802
2202	Assistant Public Works Director/ City Engineer	\$ 12,886	\$ 13,530	\$ 14,207	\$ 14,917	\$ 15,663
2302	Chief Building Official	\$ 11,975	\$ 12,574	\$ 13,202	\$ 13,863	\$ 14,556
4203	Civic Design Manager	\$ 10,229	\$ 10,741	\$ 11,278	\$ 11,842	\$ 12,434
2122	Code Enforcement Supervisor	\$ 7,796	\$ 8,186	\$ 8,595	\$ 9,025	\$ 9,477
4204	Data & Infrastructure Manager	\$ 11,328	\$ 11,894	\$ 12,489	\$ 13,113	\$ 13,769
1105	Deputy City Attorney I	\$ 10,852	\$ 11,395	\$ 11,965	\$ 12,563	\$ 13,191
1109	Deputy City Attorney II	\$ 11,965	\$ 12,564	\$ 13,192	\$ 13,852	\$ 14,544
2120	Deputy Fire Marshall	\$ 10,193	\$ 10,702	\$ 11,237	\$ 11,799	\$ 12,389
2135	Deputy Public Works Director	\$ 11,707	\$ 12,292	\$ 12,907	\$ 13,552	\$ 14,230
7313	Economic Development Coordinator	\$ 9,834	\$ 10,326	\$ 10,842	\$ 11,385	\$ 11,954
2128	Economic Development Manager	\$ 10,814	\$ 11,355	\$ 11,923	\$ 12,519	\$ 13,145
7117	Emergency Services Manager	\$ 9,595	\$ 10,075	\$ 10,579	\$ 11,108	\$ 11,663
2107	Human Resources Operations Manager	\$ 9,779	\$ 10,268	\$ 10,781	\$ 11,320	\$ 11,886
2208	Operations and Maintenance Manager	\$ 10,661	\$ 11,194	\$ 11,754	\$ 12,341	\$ 12,958
2208	Operations and Maintenance Manager (SRSD)	\$ 10,661	\$ 11,194	\$ 11,754	\$ 12,341	\$ 12,958
2703	Parking Services Manager	\$ 9,834	\$ 10,326	\$ 10,842	\$ 11,385	\$ 11,954
7312	Parks Superintendent	\$ 9,735	\$ 10,222	\$ 10,733	\$ 11,269	\$ 11,833
2116	Planning Manager	\$ 11,173	\$ 11,732	\$ 12,318	\$ 12,934	\$ 13,581
TBD	Product Manager	\$ 10,229	\$ 10,741	\$ 11,278	\$ 11,842	\$ 12,434
8103	Recreation Supervisor	\$ 8,242	\$ 8,654	\$ 9,087	\$ 9,541	\$ 10,019
TBD	Risk Manager	\$ 11,173	\$ 11,732	\$ 12,318	\$ 12,934	\$ 13,581
2206	Senior Civil Engineer (SRSD)	\$ 11,397	\$ 11,966	\$ 12,565	\$ 13,193	\$ 13,853
7317	Senior Code Enforcement Supervisor	\$ 8,605	\$ 9,036	\$ 9,487	\$ 9,962	\$ 10,460
2105	Senior Management Analyst	\$ 9,507	\$ 9,982	\$ 10,481	\$ 11,005	\$ 11,555
2203	Senior Project Manager	\$ 9,729	\$ 10,216	\$ 10,726	\$ 11,263	\$ 11,826
8102	Senior Recreation Supervisor	\$ 9,097	\$ 9,552	\$ 10,030	\$ 10,531	\$ 11,058
7310	Sewer Maintenance Superintendent	\$ 9,735	\$ 10,222	\$ 10,733	\$ 11,269	\$ 11,833
7311	Street Maintenance Superintendent	\$ 9,735	\$ 10,222	\$ 10,733	\$ 11,269	\$ 11,833
2150	Sustainability Program Manager	\$ 8,013	\$ 8,413	\$ 8,834	\$ 9,275	\$ 9,739



<b>SAN RAFAEL CITY COUNCIL AGENDA REPORT</b>	
<b>Department: Public Works</b>	
<b>Prepared by: Sage Crosby, Junior Engineer</b> <b>April Miller, Public Works Director</b>	<b>City Manager Approval:</b> _____

File No.: 16.06.98

**TOPIC: NORTH SAN RAFAEL PAVEMENT MAINTENANCE PROJECT**

**SUBJECT: ACCEPT COMPLETION OF THE NORTH SAN RAFAEL PAVEMENT MAINTENANCE PROJECT AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION**

**RECOMMENDATION:**  
Accept the completion of the North San Rafael Pavement Maintenance Project and authorize the City Clerk to file the Notice of Completion.

**BACKGROUND:**  
The [Pavement Management Program \(PMP\)](#) is an annual program vital to maintaining the City's 175 centerline miles of roadway. Each year, the City's streets are inspected, and a portion of them are selected to receive a pavement maintenance treatment. This year's project included crack sealing and slurry sealing to over 4.5 centerline miles of roadway and improvements to bicycle striping on Las Gallinas Avenue.

The project was advertised in accordance with San Rafael's Municipal Code Chapter 11.50 on August 2, 2023, and sealed bids were publicly opened and read aloud on August 18, 2023. On [September 5, 2023](#), the City Council authorized the City Manager to execute a construction agreement with the lowest bidder, VSS International, Inc., in the amount of \$1,035,522 and approved a construction contingency of \$154,478 for a total appropriation in an amount of \$1,190,000. The final cost of the project is \$1,184,210.75 which leaves \$5,789.25 in unused contingency funds. City staff recommend that the City Council accept the completion of the project.

**ANALYSIS:**  
Pursuant to Civil Code Section 3093, the City is required to record a Notice of Completion upon City acceptance of the improvements. This acceptance initiates a time period during which project subcontractors may file stop notices to seek payment from the City for funds owed to the contractor for the project work.

**FISCAL IMPACT:**  
There is no fiscal impact associated with this staff report.

**RECOMMENDED ACTION:**  
Accept the completion of the North San Rafael Project and authorize the City Clerk to file the Notice of

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**

Completion.

**ATTACHMENTS:**

1. Notice of Completion

Recording Requested By:  
The City of San Rafael

When Recorded Mail To:  
Lindsay Lara, City Clerk  
1400 Fifth Avenue  
San Rafael, CA 94901

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE § 27383

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**NOTICE OF COMPLETION**  
Civil Code §§ 8182, 8184, 9204, and 9208

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is the agent of the owner of the Project described below.
2. Owner's full name is City of San Rafael ("City")
3. City's address is 1400 5<sup>th</sup> Ave, San Rafael, CA 94901
4. The nature of City's interest in the Project is:  
 Fee Ownership     Lessee     Other: Public Right of Way
5. Construction work on the Project performed on City's behalf is generally described as follows: the removal of existing striping, the placement of crack seal and fiberized slurry seal on various roadways, and the installation of new striping.
6. The name of the original Contractor for the Project is: VSS International, Inc. located at 3785 Channel Dr, West Sacramento, CA 95691.
7. The Project was accepted as complete on: January 16, 2023.
8. The Project is located at: various locations in the City of San Rafael.

Verification: In signing this document, I, the undersigned, declare under penalty of perjury under the laws of the State of California that I have read this notice, and I know and understand the contents of this notice, and that the facts stated in this notice are true and correct.

\_\_\_\_\_  
Date and Place

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

*EXEMPT FROM NOTARY ACKNOWLEDGMENT REQUIREMENTS PER  
GOVERNMENT CODE § 27287 AND CIVIL CODE § 9208*



**SAN RAFAEL**  
THE CITY WITH A MISSION

Agenda Item No: 4.f

Meeting Date: January 16, 2024

**SAN RAFAEL CITY COUNCIL AGENDA REPORT**

Department: Public Works  
April Miller, Public Works Director

Prepared by: Theo Sanchez, Associate Civil Engineer City Manager Approval: 

**TOPIC: SAN QUENTIN PUMP STATION RECONSTRUCTION**

**SUBJECT: AMENDMENTS TO PROFESSIONAL SERVICE AGREEMENTS WITH ALPHACM, INC., CSW/ST-STROEH ENGINEERING GROUP, AND AUTHORIZATION OF SUPPLEMENTAL BUDGET APPROPRIATION**

**RECOMMENDATION:**

Staff recommends that the City Council authorize the three actions described below:

- AUTHORIZE THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALPHACM, INC. FOR ADDITIONAL CONSTRUCTION MANAGEMENT, INSPECTION, AND TESTING SERVICES, IN THE AMOUNT NOT TO EXCEED \$267,212, FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$782,928.
- AUTHORIZE THE CITY MANAGER TO EXECUTE A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CSW/STUBER-STROEH ENGINEERING GROUP FOR ADDITIONAL CONSTRUCTION SUPPORT SERVICES IN THE AMOUNT NOT TO EXCEED \$19,313 FOR A TOTAL NOT-TO-EXCEED CONTRACT AMOUNT OF \$523,880.
- AUTHORIZE SUPPLEMENTAL BUDGET APPROPRIATION OF \$286,525 TO AUGMENT THE EXISTING BUDGET FOR THE SAN QUENTIN PUMP STATION PROJECT WITHIN THE STORMWATER FUND (FUND 205) VIA A TRANSFER FROM AVAILABLE GENERAL FUND FUND BALANCE SET-ASIDE FOR PRIORITY CAPITAL PROJECTS.

**BACKGROUND:**

On [October 17th, 2022](#), the City Council awarded a construction contract to Thompson Builders Corporation, a professional services agreement to AlphaCM, Inc. for construction management, inspections, and testing services, and a second amendment to the professional services agreement with

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**FOR CITY CLERK ONLY**

**Council Meeting:**

**Disposition:**



CSW/Stuber-Stroeh Engineering Group, Inc. for the San Quentin Pump Station Reconstruction Project. Construction began on April 3<sup>rd</sup>, 2023, and had a projected completion date around April 2024.

**ANALYSIS:**

Several delays have pushed the project end date back significantly, including supply chain issues that currently anticipate the arrival of electrical components arriving in Summer 2024. Given this, project completion is currently estimated for Fall 2024.

Due to the extended length of this project and unforeseen conditions that took more time to resolve, staff recommend amendments to both the AlphaCM, Inc. and CSW/Stuber-Stroeh Engineering Group, Inc. to ensure sufficient budget to work through the entirety of the construction duration.

**FISCAL IMPACT:**

The current FY 2023-24 budget includes appropriations totaling \$8.0 million within the Stormwater Fund (205) for the San Quentin Pump Station Project.

AlphaCM, Inc. has estimated that an additional \$267,212 would be needed to ensure construction management services are provided through Fall 2024. This would increase their total contract amount to \$782,928.

CSW/Stuber-Stroeh Engineering Group, Inc. has estimated that \$19,313 would be needed to continue to provide construction support services through Fall 2024. This would increase their total contract amount to \$523,880.

While funding to support the original contracts has been provided through existing appropriations, a supplemental budget appropriation in the amount of \$286,525 is required to cover both contract amendments, as described. Funding to support this budget augmentation is available through General Fund resources (fund balance) set-aside for high priority capital projects.

**OPTIONS:**

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

1. Authorize the City Manager to enter into the agreement and allow supplemental budget appropriations as recommended.
2. Do not authorize the City Manager to enter into the agreement nor allow supplemental budget appropriations and provide further direction to staff.

**RECOMMENDED ACTION:**

Staff recommends that the City Council:

- Authorize the City Manager to execute a first amendment to the professional services agreement with AlphaCM, inc. For additional construction management, inspection, and testing services, in the amount not to exceed \$267,212, for a total not-to-exceed contract amount of \$782,928.
- Authorize the City Manager to execute a first amendment to the professional services agreement with CSW/Stuber-Stroeh engineering group for additional construction support services in the amount not to exceed \$19,313 for a total not-to-exceed contract amount of \$523,880.
- Authorize supplemental budget appropriation of \$286,525 to augment the existing budget for the San Quentin Pump Station project within the stormwater fund (fund 205) via a transfer from

available General Fund fund balance set-aside for priority capital projects to support these increased project costs.

**ATTACHMENTS:**

N/A