



AGENDA

SAN RAFAEL CITY COUNCIL - TUESDAY, FEBRUARY 20, 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-2024-02-20>

Watch on YouTube: www.youtube.com/cityofsanrafael

Listen by phone: (669) 444-9171

ID: 860-6190-5675#

One Tap Mobile: +16694449171,,86061905675# US

This meeting will be held in-person. This meeting is being streamed to YouTube at 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 by 4:00 p.m. the day of the meeting.

If you experience technical difficulties during the meeting, please contact 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-ANTICIPATED LITIGATION
Significant exposure to litigation (Paragraph (2) of subdivision (d) of Government Code Section 54956.9): 1 potential case
 - b. 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 February 5, 2024 (CC)
Recommended Action - Approve minutes as submitted

b. **Gender-Neutral Language Amendments to Municipal Code**

Final Adoption of Ordinance 2033: An Ordinance Amending the San Rafael Municipal Code in its Entirety to Replace Gender-Specific Language with Gender-Neutral Language (CC)
Recommended Action - Final Adoption of Ordinance 2033

c. **San Rafael Library Foundation Board Appointment**

Rescind City Council Appointment to the San Rafael Public Library Foundation Board (CC)
Recommended Action - Rescind appointment of Councilmember Maribeth Bushey to the San Rafael Public Library Foundation Board with no replacement

d. **Voter Approved Tax Oversight**

Voter Approved Tax Oversight Committee Annual Report for FY2022-23 (Fin)
Recommended Action - Accept report

e. **Authorize a Software Services Agreement with Tyler Technologies, Inc. for an Enterprise Resource Planning (ERP) System**

Resolution Authorizing the City Manager to Enter into a Software Services Agreement with Tyler Technologies, Inc. for a New Enterprise Resource Planning (ERP) System and to Appropriate Available Funding to Support Year 1 Project Costs Through the FY 2024-25 Budget Process (Fin)
Recommended Action - Adopt Resolution

f. **Terra Linda Community Center and Park Plan Project**

Authorize the City Manager to Enter into a Professional Services Agreement with Gates + Associates for Landscape Architectural and Engineering Design Services for The Terra Linda Community Center and Park Plan Project in the Amount Not to Exceed \$166,818 (LR)
Recommended Action - Authorize the City Manager to enter into a Professional Services Agreement with Gates + Associates in the amount not to exceed \$166,818, using Measure A Funds that were appropriated as part of the FY 2023-24 budget

g. **Pickleweed Park Enhancement Project**

Authorize the City Manager to Enter into the First Amendment to Professional Service Agreement with Gates + Associates for Additional Landscape Architectural and Engineering Design Services Associated with the Pickleweed Park Enhancement Project, in the Amount Not to Exceed \$47,600, and Appropriate Funding for the Amendment, for a Total Not to Exceed Contract Amount of \$546,344 (PW)
Recommended Action - Authorize the City Manager to execute a first amendment to the professional services agreement with Gates + Associates for additional landscape architectural and engineering design services associated with the Pickleweed Park Enhancement Project, in the amount not to exceed \$47,600, for a total not-to-exceed contract amount of \$546,344; And, Authorize a supplemental budget appropriation of \$47,600 from available General Fund balance set aside for priority capital projects

h. Rotary Manor Culvert Replacement Project

Accept Completion of the Rotary Manor Culvert Replacement Project, City Project No. 11371, and Authorize the City Clerk to File the Notice of Completion (PW)

Recommended Action - Accept completion of the Rotary Manor Culvert Replacement Project and authorize the City Clerk to file the Notice of Completion

i. Citywide Janitorial Service Agreements

Authorize the City Manager to Negotiate and Enter into a Service Agreement with the Lowest and Responsible Bidder for Up to Four Years For Citywide Janitorial Services in the Total Not To Exceed Amount Of \$274,120 Per Fiscal Year (PW)

Recommended Action - Authorize the City Manager to negotiate and enter into a service agreement with the recommended contractor for up to four years for citywide janitorial services in the total not to exceed amount of \$274,120 per fiscal year

SPECIAL PRESENTATIONS

5. Special Presentations:

a. Proclamation to Mark Hedeem, Retiring after 55 Years of Service (PD)

OTHER AGENDA ITEMS:

6. Other Agenda Items:

a. Agreement for 9-1-1 Emergency Communications & Fire Dispatch Services

Resolution Approving and Authorizing the City Manager to Execute an Agreement with the County of Marin for 9-1-1 Emergency Communications & Fire Dispatch Services (FD)

Recommended Action - Adopt Resolution

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 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/>.



AGENDA

SAN RAFAEL CITY COUNCIL - MONDAY, FEBRUARY 5, 2024

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

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OPEN SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 PM

1. Mayor Kate to announce Closed Session items.

CLOSED SESSION - THIRD FLOOR CONFERENCE ROOM - 5:00 PM

2. Closed Session:
 - a. CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Initiation of litigation (Paragraph (4) of subdivision (d) of Government Code Section 54956.9): 1 potential case
 - b. 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
Vice Mayor Hill
Councilmember Kertz
Councilmember Llorens Gulati
Mayor Kate

Absent: None

Also Present: City Manager Cristine Alilovich
City Attorney Robert Epstein
City Clerk Lindsay Lara

Mayor Kate called the meeting to order at 6:03 p.m. and invited City Clerk Lindsay Lara to call the roll. All members of the City Council were present.

City Attorney Rob Epstein announced there was no reportable action in the Closed Session held prior to the regular meeting.

Mayor Kate provided opening remarks, which included gratitude to City staff, especially to the Public Works, Police and Fire Departments for their work during the storms. Also, she included a land acknowledgment.

City Clerk Lindsay Lara announced the process for Spanish interpretation for the evening. She 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:

- Gratitude to Public Works staff and First Responders for their work during the storms
- Police Advisory and Accountability Committee Bylaws Update
- Mayor Kate selected as 1 of 8 mayors nationwide to be a part of the Just City Mayoral Fellowship through the Mayors' Institute on City Design
- King Tide Event to be held Saturday, February 10 at the Al Boro Community Center at 9 a.m.
- 2nd Annual FeBREWary in downtown San Rafael

City Councilmember Reports:

- Vice Mayor Hill attended a Marin County Council of Mayors and Councilmembers (MCCMC) meeting where he heard reports from the Golden Gate Bridge, Highway & Transportation District. Also, he attended the Ritter Center ground-breaking celebration.
- Councilmember Llorens Gulati reported on the quarterly Climate Change Action Plan (CCAP) forum hosted by Marin Academy. Also, she noted the upcoming King Tide event.
- Councilmember Kertz participated in the Point-in-Time Count, provided opening remarks at a forum to recognize the International Holocaust Memorial Day. She attended a Marin Wildfire Prevention Authority board meeting, a First 5 Marin County Childrens Summit and the Ritter Center celebration.
- Councilmember Bushey worked with the Peacock Gap Homeowners Association to resolve a landscaping issue, met with the United Market CEO and met with the owners of Marin Roofing. She attended a MCCMC quarterly County Water Managers meeting, and a Marin Transit meeting.
- Mayor Kate attended a Sonoma Marin Area Rapid Transit (SMART) meeting, the Ritter Center celebration, the Ranch Water ribbon-cutting, a Transportation Authority of Marin (TAM) Safe Routes to Schools meeting, a meeting with Laurel Dell second graders, a Gun Safety Collaborative and the swear-in ceremony for Senator Mike McGuire.

Mayor Kate invited public comment.

Speaker: Name withheld

CONSENT CALENDAR:

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

Councilmember Llorens Gulati moved and Councilmember Bushey 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 January 16, 2024 (CC)
Approved minutes as submitted
- b. **San Rafael Residential Parking Permit Program**
Authorize the City Manager to Negotiate and Enter into a Professional Services Agreement with Dixon Resources Unlimited for the Development of a Residential Parking Permit Program in the Amount Not to Exceed \$150,000 with the Authority to Amend this Agreement up to an Additional \$75,000 for Additional Phases of Work and Appropriate \$225,000 to the Parking Division's Fiscal Year 2023-24 Contractual Services Budget (CM)
Authorized City Manager to execute agreement, with the authority to amend this agreement up to an additional \$75,000 for additional phases of work and appropriate \$225,000 to the Parking Division's Fiscal Year 2023-24 Contractual Services Budget
- c. **Downtown San Rafael Business Improvement District Advisory Board Appointments**
Resolution Appointing Downtown Business Improvement District Advisory Board Members (ED)
Resolution 15271 - Resolution Appointing Downtown Business Improvement District Advisory Board Members
- d. **City Quarterly Investment Report**
Acceptance of City of San Rafael Quarterly Investment Report for the Quarter Ending December 31, 2023 (Fin)
Accepted report
- e. **California Department of Fish and Wildlife Oil Response Trailer Grant**
Resolution Authorizing the City Manager to Enter into a Funding Agreement with the California Department of Fish and Wildlife (CDFW) and Designating a Representative for the Oil Response Trailer Project and Appropriating Funding for the Project (FD)
Resolution 15272 - Resolution Authorizing the City Manager to Enter into a Funding Agreement with the California Department of Fish and Wildlife (CDFW) and Designating a Representative for the Oil Response Trailer Project and Appropriating Funding for the Project
- f. **Report On Calendar Year (CY) 2023 Fire Prevention Inspections of Certain Occupancies**
Resolution Acknowledging Receipt of a Report Made by the Fire Chief Regarding the 2023 Annual Fire Prevention Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code (FD)
Resolution 15273 - Resolution Acknowledging Receipt of a Report Made by the Fire Chief Regarding the 2023 Annual Fire Prevention Inspection of Certain Occupancies Pursuant to Sections 13146.2 and 13146.3 of the California Health and Safety Code

- g. **Replacement of Structural Firefighting Turnouts**
Authorize the City Manager to Purchase Twenty-Six Sets of Structural Firefighting Turnouts from Allstar Fire Equipment Inc., in an Amount Not to Exceed \$123,511 (FD)
Authorized the City Manager to purchase twenty-six sets of structural firefighting turnouts from Allstar Fire Equipment Inc., in an amount not to exceed \$123,511

- h. **Crosswalk Funding Agreements**
Resolutions Related to the Metropolitan Transportation Commission (MTC) Funding Agreements (PW)
 - i. **Resolution Accepting and Authorizing the City Manager to Enter into a Funding Agreement with MTC for \$38,000 in TDA Funds for the Crosswalk Safety Improvement Project**
Resolution 15274 - Resolution Accepting and Authorizing the City Manager to Enter into a Funding Agreement with MTC for \$38,000 in TDA Funds for the Crosswalk Safety Improvement Project

 - ii. **Resolution Approving and Authorizing the City Manager to Enter into a Funding Agreement with MTC for \$25,000 in TDA Funds for the Francisco Boulevard East Mid-Block Crossing Enhancement Project**
Resolution 15275 - Resolution Approving and Authorizing the City Manager to Enter into a Funding Agreement with MTC for \$25,000 in TDA Funds for the Francisco Boulevard East Mid-Block Crossing Enhancement Project

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

SPECIAL PRESENTATIONS

5. Special Presentations:

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

a. **Proclamation Supporting Black History Month (HR)**

Mayor Kate presented the Proclamation.

PUBLIC HEARINGS

6. Public Hearings:

a. **Gender-Neutral Language Amendments to Municipal Code**

Introduction of an Ordinance Amending the San Rafael Municipal Code in its Entirety to Replace Gender-Specific Language with Gender-Neutral Language (CC)

City Clerk Lindsay Lara presented the Staff Report.

Staff responded to questions from the City Council.

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

Councilmembers provided comments.

Councilmember Kertz moved and Councilmember Bushey seconded to introduce an Ordinance amending the San Rafael Municipal Code in its entirety to replace gender-specific language with gender-neutral language, waive further reading of the ordinance, and refer to it by title only.

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

The City Clerk read the title of the ordinance:
An Ordinance of the City of San Rafael Amending the San Rafael Municipal Code in its Entirety to Replace Gender-Specific Language with Gender-Neutral Language

OTHER AGENDA ITEMS:

7. Other Agenda Items:

- a. [Police Advisory and Accountability Committee Bylaws](#)
Resolution Establishing the Bylaws for the Police Advisory and Accountability Committee (PD)

Angela Robinson-Piñon, Assistant City Manager, presented the Staff Report.

Staff responded to questions from the City Council.

Mayor Kate invited public comment.

Speakers: Paula Kamena, Salamah Locks, Stephen Bingham, Gabriel Garcia, Name Withheld

Staff responded to questions from the community.

Councilmembers provided comments.

Councilmember Llorens Gulati moved and Councilmember Kertz seconded to adopt the resolution.

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

Resolution 15276 - Resolution Establishing the Bylaws for the Police Advisory and Accountability Committee

OPEN TIME FOR PUBLIC EXPRESSION

- Anabel, Voces del Canal, addressed the City Council regarding renter protections.
- Lucie Hollingsworth, Legal Aid of Marin, addressed the City Council regarding renter protections.
- Ethan Stroll, Legal Aid of Marin, addressed the City Council regarding renter protections.
- Name Withheld addressed the City Council regarding renter protections.
- Marina Palma addressed the City Council regarding renter protections.
- Glendy Barrios addressed the City Council regarding renter protections.
- Aurelia Vargas, Voces de Canal, addressed the City Council regarding renter protections.

- Elsie Mejia addressed the City Council regarding renter protections.
- Cruz Vargas, Voces de Canal, addressed the City Council regarding renter protections.
- Estela Veliz addressed the City Council regarding renter protections.
- Zoila Rios, Voces del Canal, addressed the City Council regarding renter protections.
- Diana Benitez, Canal Alliance, addressed the City Council regarding renter protections.
- Carol Underwood addressed the City Council regarding renter protections.
- Omar Carrera, Canal Alliance, addressed the City Council regarding renter protections.
- Luis Martinez addressed the City Council regarding renter protections.
- Name Withheld addressed the City Council regarding renter protections.
- Irene De Leon, Voces de Canal, addressed the City Council regarding renter protections.
- Tawny addressed the City Council regarding renter protections.
- Kris Parra addressed the City Council regarding renter protections.

Mayor Kate invited City Manager Cristine Alilovich to provide contact information to the City's Code Enforcement Division.

SAN RAFAEL SUCCESSOR AGENCY:

1. Consent Calendar:

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

Member Hill moved and Member Bushey seconded to approve the Consent Calendar.

- a. **Successor Agency Quarterly Investment Report**
Acceptance of Successor Agency Quarterly Investment Report for the Quarter Ending December 31, 2023 (Fin)
Accepted report

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

ADJOURNMENT:

Mayor Kate adjourned the meeting at 8:24 p.m.

 LINDSAY LARA, City Clerk

APPROVED THIS ____ DAY OF _____, 2024

 KATE COLIN, Mayor

ORDINANCE NO. 2033

AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE IN ITS ENTIRETY TO REPLACE GENDER-SPECIFIC LANGUAGE WITH GENDER-NEUTRAL LANGUAGE

WHEREAS, the San Rafael Municipal Code contains mostly masculine pronouns;
and

WHEREAS, all genders are created equal; and

WHEREAS, amending the San Rafael Municipal Code to include gender-neutral pronouns by eliminating any gender preference language within the San Rafael Municipal Code will promote equality.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN RAFAEL DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council of the City of San Rafael finds that all Recitals are true and correct and incorporate them herein by this reference.

SECTION 2. Gender-specific language reflected throughout the entire San Rafael Municipal Code, not including the City Charter, is hereby replaced with gender neutral language as grammatically appropriate and in a manner that does not change the legal meaning of any provision of the code.

SECTION 3. Each specifically gendered term identified in Exhibit A, attached hereto and incorporated herein, and which is also found within the San Rafael Municipal Code, shall be replaced by a corresponding non-gendered term. Exhibit A is non-exhaustive and may be amended from time to time.

SECTION 4. Section 1.08.090 (Gender), Subsection 10.04.010(A) (Definitions) and Subsection 14.03.020(E) (Rules for construction of language) are hereby amended to read as follows. Additions are shown in underline, and deletions are shown in ~~strikethrough~~.

1.08.090 – Gender neutrality.

~~Any gender includes the other genders. Whenever a personal pronoun is used in the neutral gender, it shall be deemed to include the feminine and masculine also. “They/them” shall indicate a singular individual, unless the context indicates the contrary.~~

10.04.010 - Definitions.

A. In this chapter the singular number includes the plural and the plural the

singular, and the masculine gender includes the other genders. Whenever a personal pronoun is used in the neutral gender, it shall be deemed to include the feminine and masculine also. "They/them" shall indicate a singular individual, unless the context indicates the contrary.

14.03.020 - Rules for construction of language.

E. ~~References in the masculine and feminine genders are interchangeable.~~
Whenever a personal pronoun is used in the neutral gender, it shall be deemed to include the feminine and masculine also. "They/them" shall indicate a singular individual, unless the context indicates the contrary.

SECTION 5. This Ordinance shall be published once, in full or in summary form, before its final passage, in a newspaper of general circulation, published, and circulated in the City of San Rafael, and shall be in full force and effect thirty (30) days after its final passage. If published in summary form, the summary shall also be published within fifteen (15) days after the adoption, together with the names of those Councilmembers voting for or against same, in a newspaper of general circulation published and circulated in the City of San Rafael, County of Marin, State of California.

THE FOREGOING ORDINANCE was first read and introduced at a regular meeting of the San Rafael City Council on the 5th day of February 2024, and was passed and adopted at a regular meeting of the San Rafael City Council on the 20th day of February 2024 by the following vote, to wit:

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

KATE COLIN, Mayor

Attest:

LINDSAY LARA, City Clerk

SUMMARY OF ORDINANCE NO. 2033

AN ORDINANCE OF THE CITY OF SAN RAFAEL AMENDING THE SAN RAFAEL MUNICIPAL CODE IN ITS ENTIRETY TO REPLACE GENDER-SPECIFIC LANGUAGE WITH GENDER-NEUTRAL LANGUAGE

This Summary concerns a proposed Ordinance of the City Council of the City of San Rafael, designated as Ordinance No. 2033 which will amend the City of San Rafael Municipal Code in its entirety to replace gender-specific language with gender-neutral language. Ordinance No. 2033 is scheduled for adoption by the San Rafael City Council at its regular meeting on Tuesday, February 20, 2024. The City Clerk has been directed to publish this Summary pursuant to City Charter and California Government Code section 36933(c)(1).

SUMMARY OF AMENDMENT TO MUNICIPAL CODE

This Ordinance would amend the San Rafael Municipal Code in its entirety to replace gender-specific language with gender-neutral language.

For a complete copy of the text of the Ordinance amending the Municipal Code, please contact the City Clerk's Office at city.clerk@cityofsanrafael.org or by phone at (415) 485-3066. Copies of the Ordinance containing this Municipal Code amendment are also available for public review at the San Rafael City Clerk's office, 1400 Fifth Avenue, 2nd Floor, Room 209, Monday through Thursday from 9:00 a.m. to 4:00 p.m., and on Fridays by appointment only.

/s/ _____
LINDSAY LARA, City Clerk
San Rafael City Clerk
Dated: 2/9/2024



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: City Clerk's Office

Prepared by: Lindsay Lara,
City Clerk

City Manager Approval: 

TOPIC: SAN RAFAEL LIBRARY FOUNDATION BOARD APPOINTMENT

SUBJECT: RESCIND CITY COUNCIL APPOINTMENT TO THE SAN RAFAEL PUBLIC LIBRARY FOUNDATION BOARD

RECOMMENDATION:

Rescind appointment of Councilmember Maribeth Bushey to the San Rafael Public Library Foundation Board with no replacement.

BACKGROUND:

The San Rafael Public Library Foundation ("Foundation") is a nonprofit founded with a mission to build a new public library for San Rafael. The City Council has historically appointed one Councilmember to the Foundation Board of Directors ("Board"). Most recently, on December 18, 2023, the Council re-appointed Councilmember Bushey to the Board.

On January 31, 2024, individual proponents submitted to the City Clerk an intent to circulate an initiative for inclusion on the November 2024 voter ballot. The initiative would enact a special non-ad valorem parcel tax for the purpose of designing, constructing, and furnishing a new library and community center.

ANALYSIS:

Under the Political Reform Act and related laws, public resources generally may not be used for campaign activities that support or oppose a ballot measure. While the City Council's appointee to the Foundation Board would not engage in activities advocating for or against the measure, out of an abundance of caution, staff recommend that the City Council rescind its appointment to the Foundation Board. This action would remove Councilmember Bushey from the Foundation Board with no replacement.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

OPTIONS:

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

1. Rescind appointment of Councilmember Maribeth Bushey to the San Rafael Public Library Foundation Board with no replacement.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

2. Do not rescind appointment.

RECOMMENDED ACTION:

Rescind appointment of Councilmember Maribeth Bushey to the San Rafael Public Library Foundation Board with no replacement.

ATTACHMENTS:

N/A



Agenda Item No: 4.d
Meeting Date: February 20, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT	
Department: Finance	
Prepared by: Shawn Plate Finance Manager	City Manager's Approval

TOPIC: VOTER-APPROVED TAX OVERSIGHT

SUBJECT: VOTER-APPROVED TAX OVERSIGHT COMMITTEE ANNUAL REPORT FOR FY2022-23

RECOMMENDATION:

Accept the Voter-Approved Tax Oversight Committee's Annual Report.

BACKGROUND:

The Voter-Approved Tax Oversight Committee was formed in September 2022 to consolidate oversight of the City's voter-approved tax measures into one five-member committee. The Committee provides independent oversight of all San Rafael voter-approved tax measures, Measures D, E, G, and R, to ensure the funds have been expended in accordance with their authorized purpose and prepares and submits to the City Council an annual report on the audited expenditures and revenues from each tax measure from the previous fiscal year.

At the September 7, 2023, meeting, the Committee received unaudited financial information for each voter-approved tax measure under its oversight purview. The Committee met again on February 6, 2024, to review the final, audited FY 2022-23 financial results for Measures D, E, G, and R and review supplemental information responsive to requests made by the Committee at the September meeting.

During the course of the Committee's review of the tax measures under their purview, the Committee expressed an interest in prospectively reviewing the City's Paramedic Tax (authorized by the voters in 2010) as an additional tax measure to be included in the Committee's annual workplan. The Paramedic Tax has historically not been the subject of prior tax oversight committees.

This agenda item has been prepared to transmit the Committee's Annual Report to the City Council, as required by the Committee's charter.

ANALYSIS:

Measure D: Library Parcel Tax

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

In 2016, San Rafael voters renewed an annual parcel tax to fund opening hours and services for the San Rafael Public Library. As a special-purpose tax, the revenues from Measure D can only be spent for library services in San Rafael to maintain hours of operation and provide services, equipment, programs, and materials at the San Rafael Public Library. Measure D is scheduled to expire in 2027.

The audited financial statements for FY 2022-23 report Measure D revenues of \$1,144,506, expenditures of \$1,169,872, and an ending fund balance of \$833,944. An overview of the Measure D financials can be found in Attachment 3. The accumulation of fund balance is primarily the result of reduced activity due to the COVID-19 pandemic during fiscal years 2019-20 and 2020-21.

The audited capital set aside fund balance was \$100,338. This capital set aside was earmarked for new and improved library facilities as directed by the City Council as part of the previous Measure C and was capped at \$500,000. The Measure C funds were utilized to pay third-party outside research firms to conduct a survey assessing voter support for a tax measure to fund either an expanded and restored Carnegie Library or a new joint library and community center at Albert Park. The City used additional outside consultants to provide cost and tax rate analyses for both potential projects.

Measure G: Cannabis Business Tax

In 2018, San Rafael voters approved Measure G, a business excise tax on cannabis businesses. Measure G allows for a tax on cannabis businesses operating in the City of up to 8% on gross receipts and taxes different types of businesses at different rates. Current rates can be found on the [City's website](#). Measure G funds can be used for many purposes, including police and fire services, street repair and improvements, and enhancing community centers. Measure G does not have an expiration date.

During FY 2022-23, \$346,216 of Measure G business tax proceeds were received, and \$163,730 was expended. The decrease in Measure G revenues from FY 2021-22 to FY 2022-23 can be attributed to challenging conditions in the cannabis market and the temporary decrease in the cannabis tax rate from 4% to 2% for delivery non-storefront license types on [January 1, 2023](#).

On [January 27, 2023](#), the City Council committed most of the existing fund balance of \$968,251 to support the pilot Specialized Assistance For Everyone (SAFE) Team, which began in late FY 2022-23. The program was initially supported using funds from the City's opioid settlement and grant funds, after which cannabis tax revenues will be utilized. Staff plan to return to the City Council at mid-year based on actual program needs and adjust transfers out to support the program's operations.

Measure E: Essential Facilities Transactions and Use Tax (0.75%)

San Rafael voters passed Measure E in 2013. Measure E is a three-quarter cent general purpose transactions and use tax that supports essential facilities in San Rafael, including making critical improvements to our public safety facilities in San Rafael. Construction of the Public Safety Center was completed in 2020, and construction and improvements of several other facilities are underway. Measure E is scheduled to expire in 2034.

During FY 2022-23, a total of \$14,706,528 of Measure E funds were collected by the City. Per direction from the City Council given to staff in early 2014, one-third of Measure E funds are dedicated to supporting essential facility construction and improvements, including debt service. Most funds allocated for essential facilities are utilized to pay debt service for the Public Safety Center, totaling \$4,315,250. A total of \$586,929 was assigned to the Public Safety Facilities Fund this fiscal year.

Measure R: Transactions and Use Tax (0.25%)

Measure R was passed in 2020 by San Rafael voters. Measure R is a one-quarter cent general purpose transactions and use tax, often called a local sales tax. Funds from this measure go to the General Fund and support various City operations, including public works, recreation and library, administrative services, and public safety. Measure R is scheduled to expire in 2030. FY 2022-23 was the second full fiscal year of Measure R tax receipts, during which \$4,802,175 of revenues were received.

Further details related to the City's voter-approved tax measures and fiscal position can be found in the annual comprehensive financial report available on the City's website.

FISCAL IMPACT:

There is no fiscal impact associated with accepting this report.

RECOMMENDED ACTION:

Accept the Voter-Approved Tax Oversight Committee's Annual Report, as presented herein.

ATTACHMENTS:

1. Voter-Approved Tax Oversight Committee Annual Report (FY2023-24), dated February 6, 2024
2. Voter-Approved Tax Oversight Committee Bylaws

City of San Rafael
Voter-Approved Tax Oversight Committee (VATOC)
Annual Report
February 6, 2024

The City of San Rafael Voter-Approved Tax Oversight Committee met on February 6, 2024, and received a detailed report from City of San Rafael staff on the receipt and expenditure of funds during the fiscal year July 1, 2022 to June 30, 2023 pursuant to voter-approved Measure D (Library Parcel Tax), Measure E (Essential Facilities Transactions and Use Tax), Measure R (General Purpose Transactions and Use Tax), and Measure G (Cannabis Business Tax).

Voter-Approved Tax Oversight Committee is required to review the collection, expenditure, and prioritization of the use of these funds, and report to the City Council and the community annually on the expenditures under Guidelines and Policy adopted by the San Rafael City Council.

After review, the Voter-Approved Tax Oversight Committee finds that these funds were properly allocated in accordance with the Measures and approved guidelines.

Tracey Broadman 

Charles 'Chuck' Friede 

Caleb McWaters 

Carsten Andersen 

Stephen Roth 

VOTER APPROVED TAX OVERSIGHT COMMITTEE BYLAWS

ARTICLE I. NAME AND PURPOSE

Section 1.1. Name. The name of this body shall be the City of San Rafael Voter Approved Tax Oversight Committee, hereinafter referred to as the “Committee.”

Section 1.2. Purpose. The Committee’s purpose is to review the collection and expenditure of voter approved tax revenues collected under the authority of voter-approved City tax measures and Resolution 15118 adopted by the San Rafael City Council on September 6, 2022.

Section 1.3. Committee Responsibility. The Committee’s authority is oversight only.

The responsibilities and duties of the Committee shall be limited to:

- 1.2 Review expenditures of Measure tax revenues to ensure the monies have been expended in accordance with the authorized municipal purposes of each Measure. To complete this review, the Committee shall:
 - 1.2.1 Understand allowable expenses of each existing Measure’s tax funds (as identified in the enacting Municipal Ordinance)
 - 1.2.2 Review documentation from City Council and from City Council-appointed advisory committees that pertain to the prioritization of use of each Measure’s tax funds.
 - 1.2.3 Review annual reports prepared by the City’s Finance Department that track the receipt and spending of each Measure’s tax funds.
 - 1.2.4 Prepare and submit to the City Council and the community an annual public report on the expenditures of each Measure’s tax revenues for the previous fiscal year.
 - 1.2.5 Fulfill the final responsibilities of each Measure’s responsibilities at the Measure’s termination, repeal or extension: Before submitting a final report: Review and report on the final expenditures of each Measure during the previous fiscal year, through its termination, to ensure that monies have been expended consistent with the authorized purposes of the Measure.

The Committee shall **not**:

1. Have any budgetary decision authority, shall not allocate financial resources, and shall not make budget or service recommendations to the City Council.
2. Have authority to direct, nor shall it direct, City staff or officials.

ARTICLE II. MEMBERSHIP

Section 2.1. Number of Members. The Voter Approved Tax Oversight Committee shall consist of five (5) voting members.

Section 2.2. Eligibility. Members of the Committee shall be at least 18 years of age and reside within the City limits.

Section 2.3. Appointment of Committee Members. Members shall be appointed by the City Council. Appointments shall be published on the website for the City of San Rafael in accordance with Government Code Section 54973, as amended from time to time.

Section 2.4. Terms of Appointment. Each member shall serve a minimum term of four (4) years. An effort will be made to ensure that the terms are staggered, and not all of the appointments expire in the same year.

Section 2.5. Term Limits. Members shall be limited to two (2) consecutive four-year terms. Additional terms may be served if there is a break between terms.

Section 2.6. Absence and Removal. An unexcused absence from two (2) consecutive Committee meetings without notification to the Staff Liaison will constitute an immediate vacancy and shall be considered a voluntary resignation from the Committee. Previously dismissed Committee members may be eligible for reappointment.

Section 2.7. Compensation. Members shall serve without compensation.

ARTICLE III. MEETINGS

Section 3.1. Time and date of Regular Meeting. Notification of meeting place, date, and time shall be rendered to the public through posting on the City of San Rafael website.



SAN RAFAEL
THE CITY WITH A MISSION

Agenda Item No: 4.e

Meeting Date: February 20, 2024

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Finance

Prepared by: Paul Navazio
Finance Director

City Manager Approval:  _____

TOPIC: AUTHORIZE A SOFTWARE SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR AN ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND TO APPROPRIATE AVAILABLE FUNDING TO SUPPORT YEAR 1 PROJECT COSTS THROUGH THE FY 2024-25 BUDGET PROCESS

EXECUTIVE SUMMARY:

Since 2002, the City has used the Eden System from Tyler Technologies for financial and human resources recordkeeping and reporting. The City's financial and administrative needs have evolved; therefore, the City assessed its business environment and processes to develop system requirements as part of a request for proposals (RFP) for an enterprise resource planning (ERP) system to support the City's day-to-day business operations and compliance reporting. Also, as of March 1, 2027, Tyler Technologies will no longer support the Eden system.

Tyler Technologies, Inc., proposing their MUNIS enterprise resource planning (ERP) system, was the responsible offeror whose proposal is the most advantageous to the City. Staff recommends the City Council authorize the City Manager to execute a Software (as a) Service Agreement with Tyler Technologies for system licensing, data conversion, implementation, and annual system maintenance. The total cost of the proposed contract includes \$538,054 in one-time costs and \$187,815 in annual recurring costs, starting in FY 2024-25 through FY 2026-27. Thereafter, annual maintenance and support costs would increase by 3% per year for two additional years (through FY 2028-29), with negotiated annual increases thereafter (capped at 5% per year through year ten). Staff recommends that the City Council authorize the allocation and appropriation of \$725,869 from available General Fund and Technology Fund resources via the FY 2024-25 budget process to cover year 1 implementation and support costs. Additional funding support will also be requested through the FY 2024-25 budget process to supplement staff resources anticipated to be needed to ensure successful project implementation.

FOR CITY CLERK ONLY

Council Meeting: _____

Disposition: _____

RECOMMENDATION:

Adopt the resolution authorizing the City Manager to enter into an agreement with Tyler Technologies, Inc. for the design, implementation, and annual support of the Tyler/MUNIS ERP system for an initial three (3) year term in a not-to-exceed amount of \$1,101,499 and authorize the appropriation of available funding to cover year 1 project costs for \$725,869 from the General Fund and Technology Fund via the FY 2024-25 budget process.

BACKGROUND:

On May 7, 2001, the City Council approved Resolution No. 10827 awarding a contract for financial applications systems software and services, Project No. 019- 1430- 104- 8000, to Eden Systems, Inc., for \$399,340 and allocated an additional \$279,000 in funding out of the General Fund. The agreement was for ten (10) years and granted the City Manager the authority to renew it annually.

ANALYSIS:

What is an ERP System?

An ERP is an integrated software system that helps organizations automate and manage core business processes for optimal performance. An ERP solution is often the pillar financial information system used to record and manage all financial records and minimize risk by improving financial controls and compliance with local, state, and federal requirements, government accounting, and audit-related standards. An integrated ERP system provides a comprehensive solution used across multiple City functions, including but not limited to budgeting, general ledger, payroll, business license collection, accounts receivable, accounts payable, cash management, purchasing, contract management, project and grant accounting, financial reporting, and human resources management.

How long has the City used the Eden System, and why is a change needed?

The City has been using the Eden system since 2002. Since then, Eden has been paired with several systems to accommodate additional functionality. Workarounds, manual processes, and the lack of software integrations have impacted the efficiency of financial and other administrative operations including, causing user error, duplicate or mis-recorded transactions, and an inability to track data across the City. The result is a patchwork of products that are not integrated and require significant manual work to perform common operations and provide adequate reports.

Additionally, Tyler's Eden system now has a final sunset date of March 1, 2027, at which time Tyler will discontinue the support of this solution. After that date, the City will no longer receive updates, security patches, or support. Operating outdated or end-of-life software could present significant risks to the City as it relates to being more vulnerable to cyber threats, business disruptions, and missed opportunities for increased efficiency and effectiveness due to the absence of new technologies and productivity tools and features.

Over the years, the volume and complexity of the City's financial transactions and the need for additional streamlining have become evident. Therefore, staff recommends that the City utilize an Enterprise Resource Planning (ERP) system to streamline procedures, adopt best business practices, and enhance internal controls. Replacing the current system is the prudent option to enhance the functionality needed to modernize services, provide better data reporting, improve business decisions, and better overall services to the community.

How long will it take to migrate data and configure the new ERP system?

A significant effort is required to migrate and implement an ERP system, and City staff estimates that this project will take approximately 18 months to complete. Phase 1 of the project will include the development and implementation of the Tyler/Munis Financial System over twelve months, with a tentative go-live date of July 1, 2025. Phase 2 will entail concurrent development and implementation of the Tyler/Munis Human Resources Management System and Payroll, with a tentative go-live date of January 1, 2026.

Following initial project implementation, supporting core business operations, additional system features will continue to be developed and enhanced to take full advantage of the functionality of the Tyler/Munis ERP System.

What was the selection process for the ERP system?

Procuring and implementing an ERP system is a challenging and time-consuming endeavor. To accomplish this, staff reviewed current business processes, conducted user research to identify existing pain points and opportunities for streamlining, and researched several ERP systems on the market.

On March 8, 2022, the City issued a Request for Proposal (RFP) to seek qualified firms who could demonstrate they possess organizational, functional, and technical capabilities, as well as experience, expertise, and qualifications necessary to fully integrate, a proven ERP solution to meet the City's needs and replace the City's existing financial management system, Eden (Tyler). The RFP is provided as Attachment 3.

Proposals were due April 29, 2022, and a total of two (2) proposals were received. Tyler Technologies submitted a proposal for the MUNIS system, and Unit4 submitted a proposal for Unit4 ERP. Subsequently, City staff from the Finance Department and Digital Service and Open Government Department completed a comprehensive evaluation of the proposals received. City staff reviewed and ranked them based on the following criteria: qualifications and experience of the firms, proposed team and organization, proposed technical project approach, and cost proposal.

Based on its review, City staff determined that Tyler Technologies is the responsible vendor whose proposal is the most advantageous to the City, taking into consideration price and the criteria established for evaluation set forth in the RFP. Tyler Technologies has extensive experience providing Enterprise Resource Planning (ERP) solutions to other municipalities. Additionally, as the current provider of the current ERP (Eden) used by the City, Tyler is familiar with the City's existing financial data structure.

Since 2022, City staff have conducted additional due diligence, including interviews with colleagues in other jurisdictions regarding their experiences with Tyler and the MUNIS system. Staff maintains that the City should enter into an agreement with Tyler to implement their MUNIS system.

What are the terms of this agreement?

Staff are recommending the award of a three-year contract in the amount not to exceed \$1,101,499 for the development and implementation of the Tyler MUNIS ERP system. Year 1 (FY 2024-25) costs of \$725,869 include one-time implementation costs of \$538,054 and annual support services costs of \$187,815. Annual support costs provided through the Software as a Service Agreement remain at \$187,815 per year for Years 2 and 3 (FY 25-26 and FY 26-27) and will increase by 3% per year through years 4 and year 5. Annual support fee increases are capped at 5% per year for years 6 through 10.

SAN RAFAEL CITY COUNCIL AGENDA REPORT / Page: 4

The following is a summary of the cost components of the three-year contract term:

		Tyler Quote - Update 1/23/24		
		One-time Cost	Recurring Fees	Year 1
SUMMARY				
	Tyler License Fees	81,681		
	Total SaaS		164,890	
	Tyler Services	378,000		
	3rd Party Hardware / Software	2,363		
		\$ 462,044	\$ 164,890	
	Total Contract (@ Year 1)			\$ 626,934
	Optional Services	58,200	22,925	
				\$ 81,125
				\$ 708,059
	Est. Travel Expenses (excl. in Contract Costs)	\$ 17,810		\$ 17,810
TOTAL Contract Amount	Year 1	\$ 538,054	\$ 187,815	\$ 725,869
	Year 2		\$ 187,815	\$ 187,815
	Year 3		\$ 187,815	\$ 187,815
	TOTAL	\$ 538,054	\$ 563,445	\$ 1,101,499

The initial contract period shall be effective July 1, 2024, through June 30, 2027. Under the proposed agreement, the City would retain the right to terminate the contract by providing a 60-day written notification to Tyler before the expiration of the current term or renewal term. A copy of the proposed contract and cost proposal is provided as Attachment 2.

What security considerations and protections are we putting in place for this system?

The security of City financial and personnel data is of the utmost importance. The greatest risk of a potential data breach is the compromise of any accounts that have access to the ERP system. We are mitigating that risk by enabling multi-factor authentication (MFA) and single sign-on verification through the City’s Microsoft accounts. Staff with user accounts on the ERP system will be required to verify both the location they are logging in from and approve number matching through Microsoft’s MFA system. The City’s cybersecurity training program continues to reinforce vigilance for account users to avoid social engineering from hackers who attempt to compromise access to any of our systems. Finally, Tyler has several security practices in place for their data center and system, including redundancy, data back-ups, annual penetration testing, regular threat briefing, and detection and prevention systems. The City will conduct an audit of Tyler’s Security Operations Center report to assess any other cybersecurity risks we should address with the new system.

COMMUNITY OUTREACH:

A news post was created for the RFP issued in March 2022. In addition, City staff developed a list of Frequently Asked Questions (FAQs) to provide additional instructions to prospective bidders. Planning and preparation for this project had been previously noted in the City Council's Goals and Objectives.

FISCAL IMPACT:

The proposed Software Services Agreement with Tyler Technologies for the development, implementation, and support of a new ERP system is for a three-year term and a not-to-exceed amount of \$1,101,499. This includes one-time costs of \$538,054 and annual support costs of \$187,815 through the initial three-year term of the contract. Funding to support the proposed contract and related project costs is available through funding set aside within the City's General Fund and Technology fund for this specific purpose. Funding to support year 1 project costs is proposed to be appropriated through the FY 2024-25 budget process. Annual ongoing support costs will subsequently be incorporated into the annual budget through the term of the software agreement with Tyler Technologies.

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 authorizing the City Manager to enter into an agreement with Tyler Technologies, Inc. for the design, implementation, and annual support of the Tyler/MUNIS ERP system for an initial three (3) year term in a not-to-exceed amount of \$1,101,499 and authorize the appropriation of available funding to cover year 1 project costs for \$725,869 from the General Fund and Technology Fund via the FY 2024-25 budget process.

ATTACHMENTS:

1. Resolution
2. Proposed Contract, Cost Proposal and Scope of Work
3. RFP: Enterprise Resource Planning (ERP) System, March 8, 2022

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A SOFTWARE SERVICES AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR A NEW ENTERPRISE RESOURCE PLANNING (ERP) SYSTEM AND TO APPROPRIATE AVAILABLE FUNDING TO SUPPORT YEAR 1 PROJECT COSTS THROUGH THE FY 2024-25 BUDGET PROCESS

WHEREAS, the City of San Rafael wishes to replace its current Enterprise Resource Planning System which has been in use since fiscal year 2002-03; and

WHEREAS, in March 2022, the City issued a Request for Proposal (RFP) and evaluated all responsive vendors; and

WHEREAS, the City determined that the Tyler Technologies' MUNIS Enterprise Resource Planning (ERP) system best meets the City's financial and human resource management requirements; and

WHEREAS, the City wishes to enter into a Software Services Agreement with Tyler Technologies, Inc. to design, implement and support the proposed MUNIS ERP System; and

WHEREAS, staff has negotiated the terms of the proposed Software Services Agreement with Tyler Technologies for the development, licensing, implementation and ongoing support of the MUNIS ERP System to include one-time services and licensing fees as well as annual support for an initial term of three (3) years, at a cost not-to-exceed \$1,101,499; and

WHEREAS, funding for the implementation of a new ERP system is provided through funding set-aside within the City's General Fund and Technology Fund; and

WHEREAS, appropriations supporting Year 1 of the ERP conversion project contract estimated at \$684,864 will be included in the FY 2024-25 budget from available General Fund and Technology Fund resources; and

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of San Rafael authorizes the City Manager to execute a contract with Tyler Technologies, Inc. for the development, licensing, implementation and support of a new MUNIS / ERP System for a term of three (3) years in an amount not-to-exceed \$1,101,499.
2. The City Council authorizes the appropriation of funding from the General Fund and Technology Fund to support year 1 costs of the ERP conversion project as part of the FY 2024-25 budget development process.

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 said City held on Tuesday, the 20th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

Lindsay Lara, City Clerk



Quoted By: Jason Cloutier
 Quote Expiration: 07/12/22
 Quote Name: City of San Rafael-ERP-Munis
 Quote Description: Munis SAAS 1.25.24
 SaaS Term: 3.00

Sales Quotation For:

Shipping Address:

City of San Rafael
 PO Box 151560
 San Rafael CA 94915-1560

Tyler License Fees and Related Services

Description	Qty	License	Hours	Module Total	Year One Maintenance
Content Management					
Content Manager Core	1	\$ 28,006.00	48	\$ 28,006.00	\$ 0.00
Financial Management					
Accounting	1	\$ 77,827.00	192	\$ 0.00	\$ 0.00
Accounts Payable	1	\$ 21,880.00	40	\$ 0.00	\$ 0.00
Budgeting	1	\$ 21,880.00	60	\$ 0.00	\$ 0.00
Capital Assets	1	\$ 19,383.00	48	\$ 0.00	\$ 0.00
Cash Management	1	\$ 15,019.00	40	\$ 15,019.00	\$ 0.00
Contract Management	1	\$ 9,124.00	32	\$ 9,124.00	\$ 0.00
Project & Grant Accounting	1	\$ 15,375.00	48	\$ 0.00	\$ 0.00
Purchasing	1	\$ 34,367.00	124	\$ 0.00	\$ 0.00
Revenue Management					
Accounts Receivable	1	\$ 17,091.00	96	\$ 0.00	\$ 0.00
Cashiering	1	\$ 29,532.00	48	\$ 29,532.00	\$ 0.00
General Billing	1	\$ 10,304.00	40	\$ 0.00	\$ 0.00
Human Resources Management					
Human Resources & Talent Management	1	\$ 14,798.00	160	\$ 0.00	\$ 0.00

Payroll w/ESS	1	\$ 18,353.00	208	\$ 0.00	\$ 0.00
<i>Sub-Total</i>		<i>\$ 332,939.00</i>		<i>\$ 81,681.00</i>	<i>\$ 0.00</i>
<i><u>Less Discount</u></i>		<i><u>\$ 251,258.00</u></i>			<i><u>\$ 0.00</u></i>
TOTAL		\$ 81,681.00	1184	\$ 81,681.00	\$ 0.00

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	0	\$ 28,017.00
Accounts Payable	1	0	\$ 7,876.00
Budgeting	1	0	\$ 7,876.00
Capital Assets	1	0	\$ 6,977.00
Cash Management	1	0	\$ 5,406.00
Contract Management	1	0	\$ 3,284.00
Project & Grant Accounting	1	0	\$ 5,535.00
Purchasing	1	0	\$ 12,372.00
Human Resources Management			
Human Resources & Talent Management	1	0	\$ 6,472.00
Payroll with Employee Access	1	0	\$ 6,607.00
Revenue Management			
Accounts Receivable	1	0	\$ 6,152.00
Cashiering	1	0	\$ 10,566.00
General Billing	1	0	\$ 3,709.00
Civic Services			
My Civic	1	80	\$ 14,000.00
Content Management			
Content Manager Core	1	0	\$ 5,760.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	96	\$ 22,142.00
Open Finance	1	0	\$ 21,000.00
Additional			

ACFR Statement Builder	1	32	\$ 8,925.00
Enterprise Forms Processing (including Common Form Set)	1	0	\$ 5,139.00
TOTAL		208	\$ 187,815.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Executive Insights Implementation	1	\$ 8,400.00	\$ 0.00	\$ 8,400.00	\$ 0.00
Install Fee - Open Finance	1	\$ 5,600.00	\$ 0.00	\$ 5,600.00	\$ 0.00
Project Management	240	\$ 200.00	\$ 0.00	\$ 48,000.00	\$ 0.00
Conversions – See Detailed Breakdown Below				\$ 28,700.00	\$ 0.00
Onsite Implementation	356	\$ 225.00	\$ 0.00	\$ 80,100.00	\$ 0.00
Remote Implementation	1036	\$ 200.00	\$ 0.00	\$ 207,200.00	\$ 0.00
TOTAL				\$ 378,000.00	\$ 0.00

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	1	\$ 260.00	\$ 0.00	\$ 260.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner - Model 1950GSR	1	\$ 450.00	\$ 0.00	\$ 450.00	\$ 0.00	\$ 0.00	\$ 0.00
Hand Held Scanner Stand	1	\$ 30.00	\$ 0.00	\$ 30.00	\$ 0.00	\$ 0.00	\$ 0.00
Printer (TM-S9000II)	1	\$ 1,623.00	\$ 0.00	\$ 1,623.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL				\$ 2,363.00			\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 81,681.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 187,815.00

Total Tyler Services	\$ 378,000.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 2,363.00	\$ 0.00
Summary Total	\$ 462,044.00	\$ 187,815.00
Contract Total	\$ 1,025,489.00	
Estimated Travel Expenses excl in Contract Total	\$ 17,810.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Accounting				
AC - Actuals up to 3 years	2	\$ 1,500.00	\$ 2,250.00	\$ 750.00
AC - Budgets up to 3 years	2	\$ 1,500.00	\$ 2,250.00	\$ 750.00
AC Standard COA	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Accounts Payable				
AP - Checks up to 5 years	1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00
AP - Invoice up to 5 years	1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
AP Standard Master	1	\$ 1,800.00	\$ 900.00	\$ 900.00
Capital Assets				
CA - History	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
CA Std Master	1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00
General Billing				
GB - Bills up to 5 years	1	\$ 4,500.00	\$ 2,250.00	\$ 2,250.00
GB - Recurring Invoices	1	\$ 3,500.00	\$ 1,750.00	\$ 1,750.00

GB Std CID	1	\$ 1,800.00	\$ 900.00	\$ 900.00
Payroll				
HR Human Resources - Certifications	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Education	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - PM Action History up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Position Control	1	\$ 1,400.00	\$ 700.00	\$ 700.00
HR Human Resources - Recruiting	1	\$ 1,400.00	\$ 700.00	\$ 700.00
PR Payroll - Accrual Balances	1	\$ 1,500.00	\$ 750.00	\$ 750.00
PR Payroll - Accumulators up to 5 years	1	\$ 1,400.00	\$ 700.00	\$ 700.00
PR Payroll - Check History up to 5 years	1	\$ 1,200.00	\$ 600.00	\$ 600.00
PR Payroll - Deductions	1	\$ 1,800.00	\$ 900.00	\$ 900.00
PR Payroll - Earning/Deduction Hist up to 5 years	1	\$ 2,500.00	\$ 1,250.00	\$ 1,250.00
PR Payroll - Standard	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
PR Payroll - State Retirement Tables	1	\$ 1,400.00	\$ 700.00	\$ 700.00
Project & Grant Accounting				
PG - Actuals up to 3 years	1	\$ 1,500.00	\$ 750.00	\$ 750.00
PG - Budgets up to 3 years	1	\$ 1,500.00	\$ 750.00	\$ 750.00
PGA Standard	1	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00
Purchasing				
Purchasing - Standard	1	\$ 3,000.00	\$ 1,500.00	\$ 1,500.00
TOTAL				\$ 28,700.00

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Munis Financials End User Training	80	\$ 210.00	\$ 0.00	\$ 16,800.00	\$ 0.00
Munis HCM End User Training	40	\$ 210.00	\$ 0.00	\$ 8,400.00	\$ 0.00
TOTAL				\$ 25,200.00	\$ 0.00

Tyler License Fee Discount Detail (Excludes Optional Products)

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financial Management						
Accounting	\$ 77,827.00	\$ 77,827.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Accounts Payable	\$ 21,880.00	\$ 21,880.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Budgeting	\$ 21,880.00	\$ 21,880.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Capital Assets	\$ 19,383.00	\$ 19,383.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Cash Management	\$ 15,019.00	\$ 0.00	\$ 15,019.00	\$ 0.00	\$ 0.00	\$ 0.00
Contract Management	\$ 9,124.00	\$ 0.00	\$ 9,124.00	\$ 0.00	\$ 0.00	\$ 0.00
Project & Grant Accounting	\$ 15,375.00	\$ 15,375.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Purchasing	\$ 34,367.00	\$ 34,367.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Human Resources Management						
Human Resources & Talent Management						
Management	\$ 14,798.00	\$ 14,798.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Payroll w/ESS	\$ 18,353.00	\$ 18,353.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Revenue Management						
Accounts Receivable	\$ 17,091.00	\$ 17,091.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Cashiering	\$ 29,532.00	\$ 0.00	\$ 29,532.00	\$ 0.00	\$ 0.00	\$ 0.00
General Billing	\$ 10,304.00	\$ 10,304.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Content Management						
Content Manager Core	\$ 28,006.00	\$ 0.00	\$ 28,006.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 332,939.00	\$ 251,258.00	\$ 81,681.00	\$ 0.00	\$ 0.00	\$ 0.00

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference <https://www.tylertech.com/services/tyler-detect> for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Tyler Content Manager SE includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of \$5,000 per TB.

The SaaS fees for product that are not named users are based on 100 concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the SaaS fees based upon any resulting changes in the pricing categories. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.

Tyler's form library prices are based on the actual form quantities listed, and assume the forms will be provided according to the standard Enterprise ERP form template. Any forms in addition to the quoted amounts and types, including custom forms or forms that otherwise require custom programming, are subject to an additional fee. Please also note that use of the Tyler Forms functionality requires the use of approved printers as well. You may contact Tyler's support team for the most current list of approved printers. Any forms included in this quote are based on the standard form templates provided. Custom forms, additional forms and any custom programming are subject to additional fees not included in this quote. The additional fees would be quoted at the time of request, generally during the implementation of the forms. Please note that the form solution provided requires the use of approved printers. You may contact Tyler's support team for the most current list of approved printers.



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and the City of San Rafael ("Client").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means the City of San Rafael, California.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services



attached as Exhibit A.

- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Project Start Date”** – July 1, 2024.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – LICENSE RIGHTS AND SAAS SERVICES

1. Rights Granted.

1.1 We grant to you a license to use the Tyler Software, if and listed in the Investment Summary, for

your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

1.2 We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

2. SaaS Fees. You agree to pay us the license fees and SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.

6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

7. License Rights Terminate Upon Migration. When Tyler makes Tyler Software discounted 100% in the Investment Summary (the “Evergreen Modules”) licensed pursuant to this Agreement available to the Client for use in live production, the license to the Tyler software listed in Exhibit A, Schedule 1 (hereafter, “Migration Modules”) terminates, as do Tyler’s maintenance, support, and/or update obligations for such software.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. We will ensure that all of our employees employed by us during the Term of this Agreement have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols.

If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Support of Migration Modules. Beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement, and contingent upon Client's timely payment of annual SaaS Fees for Tyler Evergreen Modules, Client is entitled to receive, at no additional charge, maintenance and support for the Migration Modules until Tyler makes the Tyler Evergreen Modules available for use in live production.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is from the Effective Date through June 30, 2027, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees, subject to Exhibit B Section 1, unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

1.5 The defense and indemnification covenants contained herein will survive the termination or cancellation of this Agreement.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

2.3 The defense and indemnification covenants contained herein will survive the termination or cancellation of this Agreement.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. **Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$2,000,000 (with a Cyber Protection sublimit of \$1,000,000); (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. Tyler's insurance is primary for claims under Tyler's Commercial General Liability or Automobile Liability policies that are caused, in whole or in part, by Tyler as respects the Agreement. We will provide you with copies of certificates of insurance upon your written request.**

Tyler waives subrogation, but only on claims under Tyler's Commercial General Liability or Automobile Liability policies that arise out of or relate to the Agreement and are between Tyler and Client, except to the extent the damage or injury is caused by Client.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. Each party agrees to provide the other party with written notice within thirty (30) days of becoming aware of a dispute. Each party agrees to cooperate with in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with its appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either party may assert its respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page

hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
 - (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
19. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
20. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law. 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.

- 21. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
- 23. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler’s Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler’s Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
 Schedule 1: Migration Modules
- Exhibit B Invoicing and Payment Policy
 Schedule 1: Business Travel Policy
- Exhibit C Service Level Agreement
 Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Exhibit E Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of San Rafael, California

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:
Tyler Technologies, Inc.

Address for Notices:
City of San Rafael



One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

1400 Fifth Avenue
San Rafael, CA 94901
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit A
Schedule 1
Migration Modules

Fixed Assets
Requisitions
Project Accounting
Purchasing
Payroll
Cash Register Interface
Human Resources
Data Dictionaries
Accounts Receivable
GL/AP
Human Resources



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees.

1.1 SaaS Fees are invoiced on an annual basis, beginning on the commencement of the Project Start Date set forth in Section A of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary.

1.2 Upon expiration of the initial term, we agree to limit increases to the annual SaaS fees according to the following schedule:

Year (after expiration of the initial 3-year Project term)	Cap on Increases
4	3%
5	3%
6	5%
7	5%
8	5%
9	5%
10	5%

2. Thereafter, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the Project Start Date, Client shall no longer be required to pay annual support fees for the Migration Modules.

3. License Fees: License fees are invoiced 100% on the date when we provide you with access to the applicable Tyler Software (the "Software Access Date").

4. Other Tyler Software and Services.

4.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.

4.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the

rates set forth in the Investment Summary.

- 4.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the best practice recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 4.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 4.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 4.6 *Other Fixed Price Services*: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document.
- 4.7 *Annual Services*: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 *Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along

with applicable expenses, at the rates set forth in the Investment Summary. For the avoidance of doubt, Finite Matters will invoice Client directly for any services fees for Pattern Stream.

- 3.6 *Third Party SaaS*: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in Exhibit A and may be increased by Tyler upon notice of no less than thirty (30) days.
 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
 6. Credit for Prepaid Maintenance and Support Fees for Migration Modules. Client will receive a credit for the maintenance and support fees prepaid for the Migration Modules for the time period commencing on the first day of the initial term, as set forth in Section F (1) of this Agreement. Migration Modules are listed at Exhibit A, Schedule 1.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C

SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable month. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 98.00%	Remedial action will be taken
97.99% - 95.00%	4%
Below 95.00%	5%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler’s Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client’s needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a “confirmed support incident” mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D Third Party Terms

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: <https://www.thinprint.com/en/legal-notes/eula/>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.



Exhibit E
Statement of Work

Statement of Work, if applicable, to be inserted prior to Agreement execution.

San Rafael, CA

SOW from Tyler Technologies, Inc.

11/15/2023

Presented to:

City of San Rafael CA
PO Box 151560
San Rafael, CA 94915-1560

Contact:

Rich Boven
Email: richard.boven@tylertech.com
1 Tyler Drive, Yarmouth, Maine 04096

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the City (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

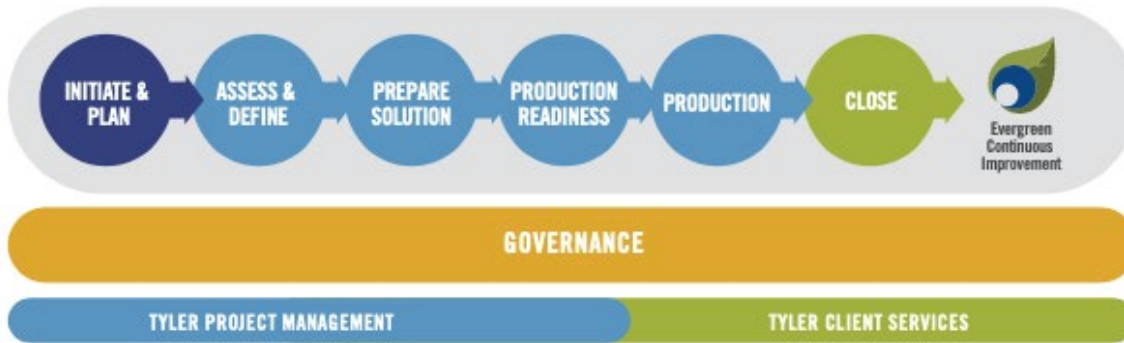
1.3 Methodology

This is accomplished by the City and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the City’s complexity and organizational needs.



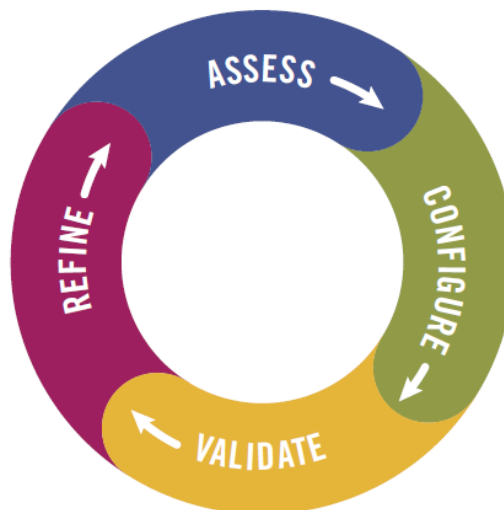
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the City and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the City and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the City's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.



Part 2: Project Foundation

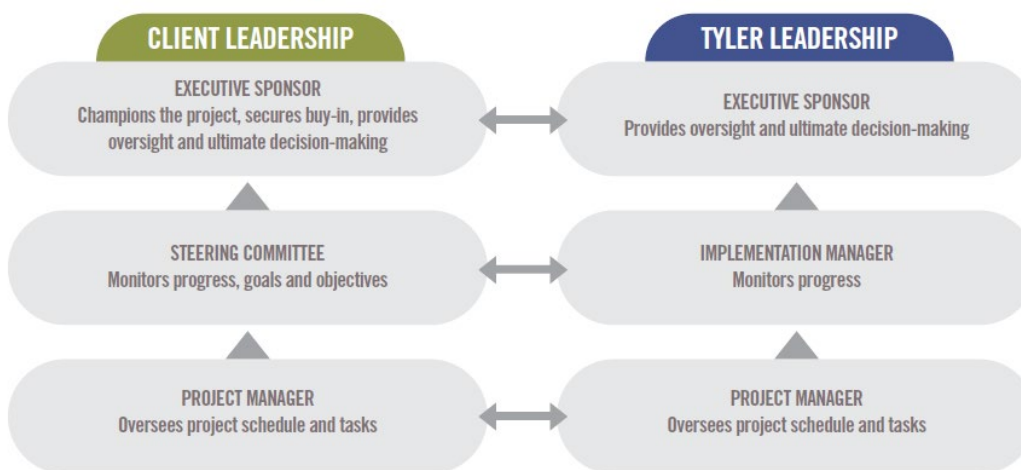
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the City collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the City Steering Committee become the escalation points to triage responses prior to escalation to the City and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The City and Tyler executive sponsors serve as the final escalation point.

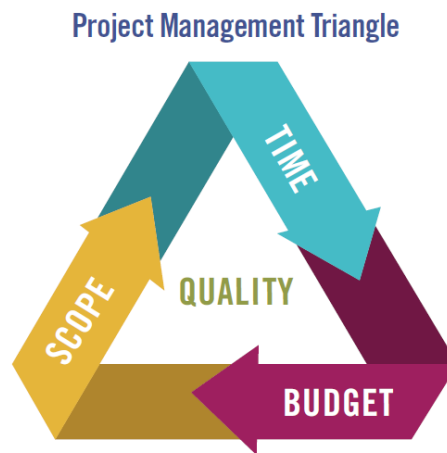
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

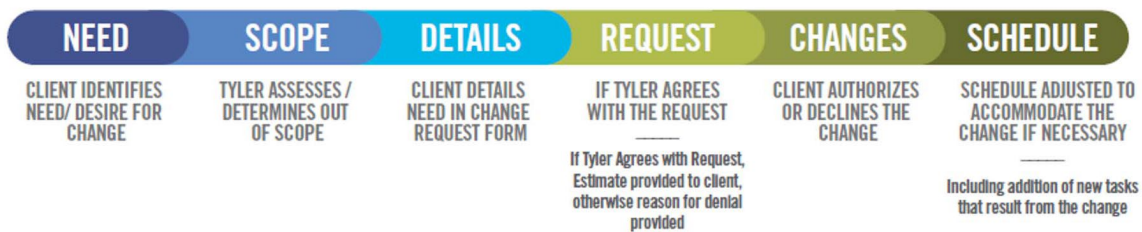
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the City; for example, the City may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the City, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The City will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the City). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each City office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the City will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining City feedback and approval on Project deliverables will be critical to the success of the Project. The City project manager will strive to gain deliverable and decision approvals from all authorized City representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each City department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The City shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the City does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the City does not agree the Deliverable or Control Point meets requirements, the City shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The City shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the City does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the City and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the City, but are roles defined within the Project. It is common for individual resources on both the Tyler and City project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the City's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the City's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with City management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the City, the Tyler Project Manager provides regular updates to the City Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the City project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the City project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the City any items that may impact the outcomes of the Project.
- Collaborates with the City's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the City's project manager(s) to set a routine communication plan that will aide all Project team members, of both the City and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the City through software validation process following configuration.
- Assists during Go-Live process and provides support until the City transitions to Client Services.
- Facilitates training sessions and discussions with the City and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 City Roles & Responsibilities

City resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 City Executive Sponsor

The City executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the City steering committee, project manager(s), and functional leads to make critical business decisions for the City.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 City Steering Committee

The City steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the City project manager and Project through participation in regular internal meetings. The City steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The City steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - City Policies
 - Needs of other client projects

5.2.3 City Project Manager

The City shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The City Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the City project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a



timely fashion to avoid Project delays. The City project manager(s) are responsible for reporting to the City steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the City project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the City and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the City staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all City resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to City technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.



- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 City Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the City project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of City resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 City Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the City business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the City staff during and after implementation.



- Participate in conversion review and validation.

5.2.6 City End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 City Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for City third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the City's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 City Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the City's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with City and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 City Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by the City.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 GIS Planning*	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Infrastructure Planning	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 Stakeholder Meeting	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the City with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. The City gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the City’s team. During this step, Tyler will work with the City to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify City project team.

STAGE 1	Initial Coordination																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
City project team is assigned									A	I	R	I	I	I			
Provide initial project documents to the City		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work
Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the City to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all City Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the City’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the City Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the City with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	City provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- City has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train the City to install License Software. The City is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure the City’s infrastructure meets Tyler’s application requirements.
- Ensure the City’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																	
	Tyler							City										
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads	
Provide Infrastructure Requirements and Design Document		A	R		C		C				I							I
Initial Infrastructure Meeting		A	R		C		C				C							C



Schedule SaaS Environment Availability		A	R				C				I						
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	Initial Infrastructure Requirements
--------	-------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements
	Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the City Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the City team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW



Project Management Plan		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 Intentionally left blank.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler’s receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the City
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current City business processes. This information will be used to identify and define business processes utilized with Tyler software. The City collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on City team knowledge transfer such as: eLearning, documentation, or walkthroughs. The City team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler’s solution.

Objectives:



- Provide a basic understanding of system functionality.
- Prepare the City for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The City and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The City will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the City’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	City



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
			A	R	I	I	I				C	C	C	C			C
			A	R	C	C	C				C	C	C	C			C
			C	C	C	C	C				A	R	I	C			C
			A	R	C	C	C				I	I	I	I			I

Inputs	City current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- City attendees possess sufficient knowledge and authority to make future state decisions.
- The City is responsible for any documentation of current state business processes.
- The City can effectively communicate current state processes.

6.2.3 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and the City teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for the City’s current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:



- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- If source data is a Tyler legacy system, Tyler performs the data mappings. If source data is from a third-party, client is responsible for mapping the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable)	City Acceptance of Data Conversion Plan, if Applicable
		City acceptance of Solution Design Document

Work package assumptions:

- If the source data is a Tyler system Tyler's Conversion Engineers extract and map the data into the standard Munis conversion format. If the source data is from a third-party the client will provide Tyler with the data in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler’s conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing (“legacy”) system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	City Source data
	City Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	City Acceptance of Data Conversion Plan, if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the City representatives to identify business rules before writing the conversion.
- City subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.



6.2.5 Intentionally left blank.

6.2.6 Intentionally left blank.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the City against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The City can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*	
	Tyler	City



<p> RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on City Devices (if applicable)			I				C				A						R
Tyler System Administration Training (if applicable)			A				R				I						C

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on City Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System meets prescribed checklist
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The City will provide network access for Tyler modules, printers, and Internet access to all applicable City and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the City to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The City collaborates with Tyler staff iteratively to validate software configuration.



Objectives:

- Software is ready for validation.
- Educate the City Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete City configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The City is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the City users on how to execute processes in the system to prepare them for the validation of the software. The City collaborates with Tyler staff iteratively to validate software configuration options to support future state.



Objectives:

- Ensure that the City understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (City Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update City-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed City-specific process documentation (completed by City)	



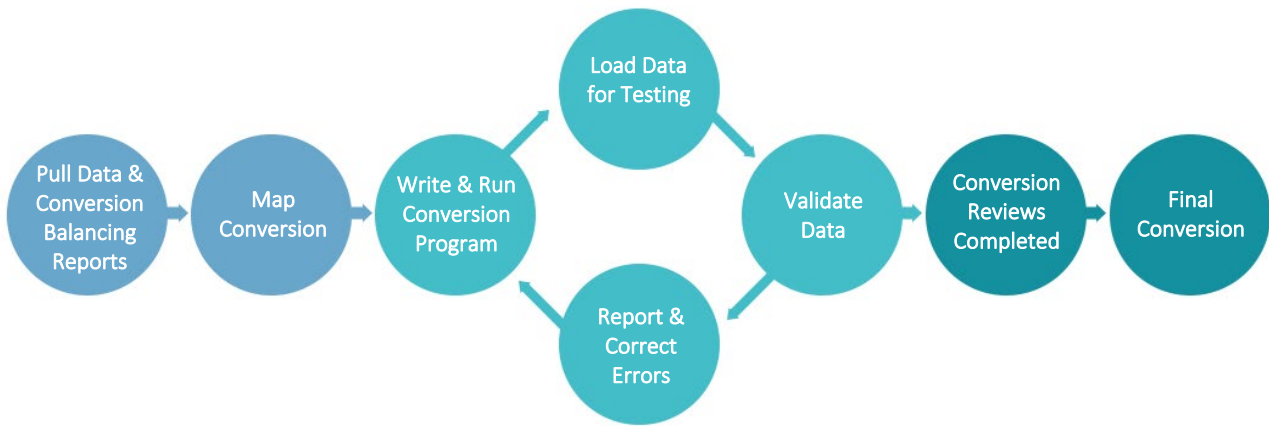
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition the City’s data from their source (“legacy”) system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the City will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the City to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion																
	Tyler								City								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			



Populate data crosswalks/code mapping tool			I	C	C						A	R		C			
Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R						I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- The City will provide a single file layout per source system as identified in the investment summary.
- The City subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The City project team will be responsible for completing the code mapping activity, with assistance from Tyler.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:



- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the City team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the City to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the City verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the City organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	City updates report with testing results



Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the City will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the City has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the City will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the City
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Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. City users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop City specific business process documentation. City-led training labs using City specific business process documentation if created by the City can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The City is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (City-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	City signoff that training was delivered



Work package assumptions:

- The City project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the City as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of City departments.
- The City will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the City will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the City to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the City and Tyler will complete work assigned to prepare for Go-Live.

The City provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the City manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the City during Go-Live activities. The City transitions to Tyler software for day-to-day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.



Objectives:

- Execute day to day processing in Tyler software.
- City data available in Production environment.

STAGE 5	Go-Live																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	City confirms data is available in production environment

Work package assumptions:

- The City will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The City business processes required for Go-Live are fully documented and tested.
- The City Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The City Project Team and Power User’s provide business process context to the end users during Go-Live.



6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the City onto the Tyler Client Services team, who provides the City with assistance following Go-Live, officially transitioning the City to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the City teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer City to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:



- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.



6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The City transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the City for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the City teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	City
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	
	Contract
	Statement of Work
	Project artifacts



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the City may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the City teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler							City									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to City and Tyler leadership	I	A	R						I	I	C						
Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
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	Post Project Report	City acceptance; Completed report indicating all project Deliverables and milestones have been completed
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Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the City will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The City Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the City project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the City is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the City to make process changes.



- The City is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, City is responsible for managing Organizational Change. Impacted City resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted City resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- City resources will participate in scheduled activities as assigned in the Project Schedule.
- The City team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the City will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The City will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The City makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The City will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The City will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The City is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the City representatives to identify business rules before writing the conversion. The City must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.



- The City will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The City Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The City is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The City will provide dedicated space for Tyler staff to work with City resources for both on-site and remote sessions. If Phases overlap, City will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The City will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. Conversion

9.1.1 Accounting

9.1.1.1 Accounting - Actuals

- Summary account balances
- Up to 3 years

9.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts
- Up to 3 years

9.1.3 Accounts Payable

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.1.4 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, overall check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.1.5 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.1.6 Capital Assets Master

- Asset description, status, acquisition quantity, date and amount, codes for asset class, subclass, department, custodian, flags for capitalization and depreciation, estimated life, serial number, model, model year, depreciation method, life-to-date depreciation amount, last depreciation date, disposal information (if any), purchase information, if any (vendor, PO, Invoice)

9.1.7 General Billing

- Customer information

9.1.8 General Billing – Bills

- 5 years of open and closed invoices



- General Ledger information so open invoices can be processed in Enterprise ERP

9.1.9 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.1.10 Project Accounting

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.1.11 Project Grant Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.12 Project Grant Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.1.13 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders header data including vendor, buyer, date, accounting information, etc.
- Closed purchase orders detail data including line-item descriptions, quantities, amounts, etc.

9.1.14 Human Resources Management

- Payroll Employee Master data including data such as name, address, SSN, legacy employee ID, date of birth, hire date, activity status (such as active/inactive), leave/termination code and date, phone(s), e-address, marital status, gender, race, personnel status (such as full-time, part-time, etc.), highest degree, advice-delivery (print/email/both) and check location, plus primary group, job, location, and account information

9.1.15 Payroll – Certifications

- Certification area and certification type codes, certification number and effective date, expiration date, and required-by date, codes for certification level and subjects

9.1.16 Payroll – Education

- Codes, for institution, type of degree, and area(s) of study

9.1.17 Payroll – PM Action History

- A variety of Personnel actions, such as job or salary changes and dates these events occurred.



- Up to 5 years

9.1.18 Payroll – Position Control

- Position, description, status, job code, bargaining group, location, number of employees allowed for each, FTE percentage, GL account, and max/min grade and step

9.1.19 Payroll – Recruiting

- Application requisition applicant master data, plus applicant references, certifications, education, skills, tests, work history, and interviews

9.1.20 Payroll – Accrual Balances

- Employee Accrual Balances including Vacation, Holiday, and other Leave balances
- Start of year balance, earned to date, used to date

9.1.21 Payroll – Accumulators

- YTD, QTD, MTD amounts for employee pay and deductions
- Needed for mid-calendar-year go-live
- May not be needed if converting earnings/deductions history
- Up to 5 years

9.1.22 Payroll – Check History

- Up to 5 years, additional years must be quoted. We convert amounts for earnings and deductions in employee check history, check number and date.

9.1.23 Payroll – Earning/Deduction Hist.

- Up to 5 years, additional years must be quoted. Earning and deduction history broken down by individual codes (earnings and deduction) and amounts per pay period, the detail of these lines, sums the check history in opt 4.

9.1.24 Payroll - Deductions

- Employee Deductions - including employee ID, deduction codes, tax information, and direct deposit information

9.1.25 Payroll – State Retirement Tables

- Specific state-required data, plus related service years information, when appropriate
- Needed for some states



10. Additional Appendices

10.1 Intentionally left blank.



11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target duration for each phase of the project. The timeline needs to account for resource availability, business goals, size and complexity of the project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation. Durations may be revised when the Agreement is signed and further refined during the project.

Eden to Enterprise ERP project start dates are dependent on wave availability. Waves are a common implementation start month for a group of Eden clients. Each wave has a designated number of slots available for clients to sign up – once those slots are full you must choose an alternate wave with availability. A signed agreement is required to reserve your spot in a specific wave.

Phase	Functional Area(s)	Modules	Duration
1	Financials	<ul style="list-style-type: none"> • Accounting • Accounts Payable • Budgeting • Capital Assets • Cash Management • Contract Management • Project & Grant Accounting • Purchasing • Accounts Receivable • General Billing • Cashiering • Open Finance 	<p>12 Months</p> <p>or as defined in the Project Plan and mutually agreed upon</p> <p>Average Days/Month: 7</p>
	System Wide	<ul style="list-style-type: none"> • Analytics & Reporting w Executive Insights • Enterprise Forms • Content Manager Core • Enterprise ERP Admin & Security 	
2	Human Resources Management	<ul style="list-style-type: none"> • Payroll with Employee Access • Human Resources & Talent Management • Time & Attendance w Mobile Access 	<p>12 Months</p> <p>or as defined in the Project Plan and mutually agreed upon</p> <p>Average Days/Month: 5</p>

11.2 Intentionally left blank.



City of San Rafael

Digital Service & Open Government



Request for Proposal (RFP) Enterprise Resource Planning System (ERP)

ISSUE DATE: March 8, 2022

RESPONSE DEADLINE:

Jessica MacLeod, Director of Digital Service & Open Government

Jessica.Macleod@cityofsanrafael.org

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I. INTRODUCTION

1.1 WHAT WE ARE LOOKING FOR

The City of San Rafael (CITY OF SAN RAFAEL) seeks to implement a commercially available, native cloud-based (SaaS) ERP solution that provides broad administrative functionality, long term sustainability and adaptability, and a modern user experience.

The City has undertaken extensive user research to determine the needs across the City and how they relate to various functionality in the ERP system (see Appendix A). Your proposal should be submitted as a combination of written content and recorded video product demonstrations where this document can be used as a guide for the demo script. Please note any area(s) not directly supported by the ERP before the demo and provide possible vendors.

1.2 BACKGROUND

The City of San Rafael currently manages a technology environment for financial transactions that relies on manual entry, imports and exports of CSVs, paper-based processes, and disparate solutions for maintaining financial records and reporting incoming revenue and budgeting. Workarounds, manual processes, and the lack of software integrations have impacted the efficiency of financial operations

including causing user error, duplicate or mis-recorded transactions, and an inability to track data across the City.

The City of San Rafael’s current on-premises ERP system, “Eden” by Tyler Technologies, has reached end of life. The City wishes to replace it with a cloud-based SaaS ERP system. The city expects to have ~75 users of the ERP system in various capacities and ~400 employees in the payroll system. We are looking for a new landscape of software solutions to help us manage a digital workforce.

The City seeks a formal proposal from respondents to assist in establishing an ERP initiative that will:

- Replace the City’s current ERP system and provide additional capabilities not available in the current system
- Reduce duplicative data entry
- Eliminate department and system specific “shadow” systems, such as MS Excel spreadsheets, MS Access database, manual reports, and forms that staff use because our current enterprise systems do not meet their needs
- Simplify and standardize processes
- Reduce manual processes
- Eliminate multiple sources of the same data, information, and other electronic content
- Improve or upgrade reporting tools
- Integrate core ERP systems and other systems beyond the core

1.3 RFP CONTACT

With the release of this RFP, all communications must be directed in writing via email to the contact person below. No other City employee, consultant, or contractor is empowered to speak for the City with respect to this RFP. Any oral communication is considered unofficial and non-binding to the City. After the proposal deadline, vendors should not contact the RFP Coordinator or any other City official or employee, except to respond to a request by the RFP Coordinator.

The RFP contact is:

Jessica MacLeod
Department of Digital Service & Open Government
Email: jessica.macleod@cityofsanrafael.org

1.4 TIMELINE

Stage	Date
RFI Released	1/5/2022
RFI Responses Due	1/31/2022

Stage	Date
RFP Released	3/8/2022
Deadline for RFP Questions	3/21/2022
Response to final questions posted	4/4/2022
Deadline for submitting RFP proposal	4/15/2022
Vendor presentations or interviews (if requested)	5/2/2022 - 6/30/2022
Vendor Selected	7/1/2022

II. SCOPE OF WORK

Replace the City of San Rafael’s ERP system with a modern, cloud-based solution that solves for the following business process challenges:

- Reduce duplicative data entry
- Eliminate department and system-specific “shadow” systems, such as MS Excel spreadsheets, MS Access database, manual reports, and forms that staff use because our current enterprise systems do not meet their needs
- Simplify and standardize processes
- Reduce manual processes
- Eliminate multiple sources of the same data, information, and other electronic content
- Improve or upgrade reporting tools
- Integrate core ERP systems and other systems beyond the core
- Total cost of ownership (need to define)

In addition to delivering the technology, provide expert guidance to ensure the success of the ERP replacement project through:

- Project Management
- Business Process Redesign
- Software Configuration
- Keeping existing systems running until migration is complete
- Development:
 - Enhancements and Modifications (if applicable)
 - Integration
 - Automated Interfaces or Scripts
 - Custom Reports, Queries, and Forms
 - Custom Workflows

- Data Conversion
- Workaround Development (as may be needed for SaaS solutions)
- Security Configuration
- Automated Testing and User Acceptance Testing
- Support for Organizational Change Management, Knowledge Transfer, and Communications
- System Administrator Training
- End-User Training
- Documentation
- Deployment (Roll-Out) Support
- Post-Implementation Support

For a detailed overview of the current business process and technical challenges related to the City’s ERP system, please refer to the Appendix (A, B, and C).

III. TECHNICAL PROPOSAL FORMAT

3.1 INTRODUCTION AND EXECUTIVE SUMMARY

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

3.2 SOLUTION DESIGN

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

Criteria
Can Integrate with the City’s Current Systems
Reporting and Budgeting
Grant and Project Tracking and Reporting
Employee Management, Payroll, Timekeeping, Portals
PO Based Invoicing and Vendor Portal
Expense Invoicing, Reoccurring payments, Credit Card Coding
POS, Revenue Collection and Billing (AR Inv)
Reconciliation, Treasury

Can Integrate with the City’s Current Systems

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

bulk import documents into the system where legacy systems cannot integrate and to support monthly financial processes.

What it is	Who uses it	What it does	How it integrates	Plan
Tyler Eden	All Departments	ERP system for City core financials and human resources including general ledger, accounts payables, cash receipting, payroll, budgeting, reporting, fixed assets.	System of financial and HR record	Replace
Quadrant	Finance, Parking Services	Centralizes revenues for daily cash-receipt transactions. Finance staff imports all transactions daily across transactions into quadrant, reviews, and exports to EDEN	Cash receipting subledger which holds transactional detail. Daily transactions are exported from Quadrant daily and imported into EDEN	Replace
HdL Prime	Finance	Business License platform	Cash and payment received online via HdL are entered as a batch in Quadrant	Maintain
Trakit	Community Development, Public Works	Citywide permit management and land management system.	Exports into Quadrant	Replacement in Progress
ActiveNet	Library and Recreation (Recreation)	Recreation software for camp and program registration, facility and park rentals, and pools.	Exports into Quadrant	Replacement in Progress
Elavon	Library and Recreation (Recreation)	Online payment gateway	Entered into Quadrant	Maintain
EZcare	Library and Recreation (Childcare)	Childcare registration software	Entered into Quadrant	Maintain
Sierra	Library and Recreation (Library)	Library circulation system (patron management, collection management, billing)	Entered into Quadrant	Maintain
Paris - IntegraPark	Parking Services	Monthly parking registration and billing system	Entered into Quadrant	Maintain
Ventek	Parking Services	Parking kiosk payment systems	Exports into Quadrant	Maintain
SKIDATA/Sentry	Parking Services	System for entry into parking structures	Exports into Quadrant	Maintain
FirstData	Parking Services	Processes credit card transactions at meters and parking lot kiosks	Entered into Quadrant	Maintain
DataTicket	Parking Services	Parking citation processing	Exports into Quadrant	

What it is	Who uses it	What it does	How it integrates	Plan
Park Mobile	Parking Services	Mobile application for user accounts and meter payments	Entered into Quadrant	Maintain
CitySupport	Police Department	Alarm permit registration and payment. False alarm billing.	Entered into Quadrant	Maintain
UKG (Kronos)	Police Department	Police Department scheduling and workforce timekeeping	Exports into Eden	Maintain
Telestaff	Fire Department	Fire Department scheduling and workforce timekeeping	Exports into Eden	Maintain
Stripe	City Manager's Office, Economic Development	Online payment forms integrated through City's website provider ProudCity. Online payments for Cannabis license fees integrated with Camino	Entered into Quadrant	Maintain
Quickbooks	Community Development, Fire Department, Parking Services	Used for ambulance billing, inter-agency revenues, recently used for billing by Community Development for violations and plan review (moved to Trakit in 9/2021).	Entered into Quadrant	Maintain
Excel	All Departments	Used for a variety of purposed including custom reporting, secondary audit control for revenues, tracking of grant funds, and wires	Acts as a reconciliation and analysis tool	Maintain
WestAmerica point of sale terminals	Community Development, Public Works	Over-the-counter, credit card processing connected to City bank account with WestAmerica	Entered into Quadrant	Maintain
HRWeb	All Departments except Police and Fire	Timesheet software – integrated into Eden	Exports into Eden	Replace

Criteria
Breadth of document types and process supported through integration
Open API's and automation of manual data imports and exports
Users to extract template and import data into system
Quick "Copy/Paste" of data tables when creating multiline single documents
Failure reporting, automation workflow

Insightful Reporting and Collaborative Budgeting

CITY OF SAN RAFAEL wants to simplify its chart of accounts as much as possible to enable a system that easily evolves as priorities change over the years. CITY OF SAN RAFAEL is looking to manage budgeting, reporting and projects as much as is practical through more flexible means such as references/tags. Projects and grants need to be tracked and users need to be able to set up autogenerated reports for external partners. The city needs a system where generated reports are fast, visually insightful and where users can instantly see the detail. We need a process that allows for the collaborative development of budgets and encumbrances and where details and communications can be tracked and maintained. Monthly budget spend and reporting needs to be quick, clear and easily notable when funds are being transferred between period or classifications.

Criteria
Report details are quick and easy to understand when looking at charts and numbers
Users and Super Users have ability to deliver automated reports to variety of locations (email, FTP, dashboard, website)
Tag and project reporting. Tag auditing and gap workflows.
Collaborative budget development process and workflow, detail notation and communication notation, approval process
Budget forecast reporting, encumbrance visibility and easy movement and adjustments

Employee Management, Payroll, Timekeeping, Portals

CITY OF SAN RAFAEL's most complex payroll requirements are in the Police and Fire Departments currently managed through "Kronos". CITY OF SAN RAFAEL is seeking to maintain Kronos but manage all other payroll activities through its ERP-linked portal where Kronos numbers are imported. CITY OF SAN RAFAEL needs a collaborative tool that allows managers to update changes to their staff, big and small (vacation/sick). CITY OF SAN RAFAEL also has contractual adjustments that need to be managed through workflow automation or through reporting processes, like yearly increases.

Criteria
Employee portal, forms reports, management
Timekeeping, overtime, rules management or reporting
Exception management and reporting
Payroll processing workflow

PO Based Invoicing and Vendor Portal

CITY OF SAN RAFAEL uses BID EXPRESS to manage the cities "Many Quotes" to "Best Quote" and needs the ERP/Vendor Portal to take over the management after the final quote is selected. CITY OF SAN RAFAEL manages many long-term projects where vendors are creating invoices over time against 1 or more Master Purchase Orders (POs) associated to a contract. The vendor portal should be strongly integrated

to the ERP and allow the vendor to work directly within the system to communicate with city staff. The main need is for vendors to look up open POs with the City and apply invoices to them based on services provided for City staff to approve. Vendors need to be able to attach eDocs generated by the vendor's system and add tags, etc., that the vendors' systems will need to match our payments to their vendor-invoice. They need to be able to pull out of the system what payments are coming and what PO/internal invoice(s) they cover. Ideally, the system will also be able to maintain a log of all correspondence associated with the PO, such as: final contracting, terms, legal documents, and eSignature, and act as a "one-stop shop" for active vendors.

Criteria
Vendor ease, upload, load, paste, attach their A/P invoice to city's PO
Vendor user experience and simplicity
Automation of workflow and communication
Vendor reporting (open contracts, payments, tasks/action items)
Vendor one-stop shop: communications, terms and contract management, w/ eSignature

Expense Invoicing, Credit Card Coding, Contract Automation, Project Coding

CITY OF SAN RAFAEL needs to simplify the accounting overhead associated with normal expenses. CITY OF SAN RAFAEL needs workflow automation that allows accounting best practices around creating line of sight in contract payables and to distribute single payment contracts over their terms. CITY OF SAN RAFAEL needs to manage recurring vendor payments automatically that potentially change each month. CITY OF SAN RAFAEL needs a modern credit card expense recording platform that allows credit card holders to upload receipts and provide the necessary coding/tagging for reporting.

Criteria
Recurring expenses, linking and automation
Contract distribution over time automation
Mobile credit card expense reporting
Project coding, tagging and exception reporting/process management
Workflow automation of multi period contracts: prepaid, period bills, linked bills, PO's, payments, etc.

Workflow Automation of Multi-Period Contracts to cover:

S1: City receives and pays an annual contract for a service. Need to book the contract each month against a prepaid liability.

S2: City has a contract that is charged a monthly fixed rate, like rent, and needs to create PO liabilities, then pay each month when the money is due to the vendor.

S3: City has a contract that bills monthly but the amount changes each month (like electric bills). Need to create PO liabilities that cover the forecasted amount then pay each month when the exact bill comes in (higher/lower) and close.

S4: City opens a contract with a vendor for approximately 1 million, each month's expenses are forecasted, and the vendor will invoice against that PO contract. Need to create a multi-period contract that draws down against the current month and adjusts the final period contract so the total always matches the original.

Payments and Invoicing (AR Inv)

CITY OF SAN RAFAEL needs an omni channel POS that can manage the variety of special invoicing across the City done today in QuickBooks (QB). QB provides city staff the ability to create invoices and send them to the public to pay them. CITY OF SAN RAFAEL's POS needs are to provide city services to the public in an easy, self-service fashion or through the support of staff. Miscellaneous specialized systems for revenue, like meter collection, need to either integrate directly into the ERP or into the POS collection system. CITY OF SAN RAFAEL needs all hardware to be lightweight and easily set up by users without IT. CITY OF SAN RAFAEL has a handful of cash locations like the city pool and the city office desk.

Criteria
Online and Over the counter invoice payments
Online services (licenses, QR Coded Tickets)
Customer communication, notification
Workflow automation reconciliation of payments
POS: Payment and Invoicing, types

Reconciliation and Treasury

CITY OF SAN RAFAEL needs a banking reconciliation, audit and treasury function that evolves over time to reconcile banking information automatically using business rules and configurations created by finance users without leveraging consulting or IT resources. Bank integration should allow CITY OF SAN RAFAEL to pay batches of bills in the ERP system and have the bank complete automatically without duplicate effort. These should include all standard banking payments (ACH, wire, and checks). CITY OF SAN RAFAEL's bank details should automatically import daily so city staff never need to log into the bank system to see available funds, etc. Time delays in payments (like checks) should automatically reconcile from the clearing accounts and only the open records needing automation tweaking should remain. Miscellaneous funds (state deposits) that are unknown until they arrive should automatically clear any associated forecasted sales order in the system.

Criteria
Banking payment execution
Bank page detail integration and automation
Automation of payable and bank pages
Workflow automation, revenue stream tagging,
User ability to evolve reconciliation automation

3.3 RESPONSE TO SCOPE OF WORK

This section is where you tell us how your solution meets and/or exceeds our needs. Please describe how you would deliver the solution outlined in the Section 2 “Scope of Work” by commenting on your ability to meet the key requirements. This section is a critical component of the proposal and should include a detailed description of your work plan and project organization.

As a separate section of your Technical Proposal, please describe:

1. Your ability to assist with a process flow discovery phase.
2. How you would phase-in implementation of your solution according to the City’s desire to rollout specific modules over time.
3. Strategies for allocating vendor staff and engaging City staff to support the solution, grow the usage and adoption of various modules, and develop customized reports and dashboards as needed.
4. Strategies for integration/communication with the City’s critical systems.
5. Your user experience, ability to incorporate the City’s digital brand, and ability to meet usability standards and ADA requirements.
 - Project Management
 - Business Process Redesign
 - Software Configuration
 - Keeping existing systems running until migration is complete
 - Development:
 - Enhancements and Modifications (if applicable)
 - Integration
 - Automated Interfaces or Scripts
 - Custom Reports, Queries, and Forms
 - Custom Workflows
 - Data Conversion
 - Workaround Development (as may be needed for SaaS solutions)
 - Security Configuration
 - Automated Testing and User Acceptance Testing
 - Support for Organizational Change Management, Knowledge Transfer, and Communications
 - System Administrator Training
 - End-User Training
 - Documentation
 - Deployment (Roll-Out) Support
 - Post-Implementation Support

3.4 CUSTOMER SUCCESS

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

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

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

3.5 VENDOR BACKGROUND AND COMPANY QUALIFICATIONS

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

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

3.6 STAFFING, SUPPORT, AND KEY STAFF QUALIFICATIONS

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

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

3.7 REFERENCES AND ADDITIONAL INFORMATION

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

3.8 RECORDED DEMO AND PRODUCT DOCUMENTATION

If you did not respond to the RFI in January, please include a series of recorded videos demonstrating your product, using the criteria listed in section 3.2 *Solution Design* as your demo guide. Any area not directly supported by the ERP should be noted before the demo and recommended third party products or vendors should be provided. Any RFP responses that are submitted without an RFI response will be at a significant disadvantage in their evaluation.

All email submissions must contain a link to the recorded demo that can be accessed and viewed online and does not require any downloads or require third-party software to view. Submissions may also include additional materials that may be useful to the review team such as slide decks, white papers, architecture diagrams, technical and security documentation, or other supplementary materials.

IV. PRICING PROPOSAL

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

However, this will be a fixed price engagement rather than based on time and materials or hours worked. Note that the total price for years one and two will be used as the basis for comparing price proposals. Quantities provided are estimates only and the actual amount may be more or less. Also, the City may choose to purchase all, some, or none of these deliverables.

Please note:

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

License Fees	QTY	Unit Price	Year 1 Price	QTY	Unit Price	Year 2 Price	QTY	Unit Price	Year 3 Price
Group of users: <i>If licenses are issued for batches of users with varying permission levels.</i>									
Unlimited User Model									
Total License Cost									

4.4 IMPLEMENTATION FEES

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

Implementation or Start Up Fees	Year 1 Price	Year 2 Price	Optional Year 3 Price
IMPLEMENTATION: <i>As described in the Technical Proposal, including analyzing requirements, installation, configuration, customization, and testing</i>			
TRAINING AND ADOPTION: <i>As described in the Technical Proposal</i>			
ONGOING SUPPORT AND MAINTENANCE: <i>As described in the Technical Proposal</i>			
PROCESS FLOW DISCOVERY PHASE: <i>As described in the Technical Proposal</i>			
HOSTING CHARGES			
MIGRATING HISTORICAL DATA: <i>All costs associated with the process of transferring data between storage types, formats, or computer systems, as described in the Technical Proposal</i>			
OPTIONAL CONSULTING SERVICES <i>Hourly Rate or estimate</i>			
Total Fixed Implementation Cost			

4.5 SUPPLEMENTAL INTEGRATION FEES (IF APPLICABLE)

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

Integration Fees	TWO-WAY		ONE-WAY <i>To the solution</i>		ONE-WAY <i>FROM THE SOLUTION</i>	
	REAL TIME	DAILY	REAL TIME	DAILY	REAL TIME	DAILY

V. How We Choose

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

5.1 PRESENTATION CRITERIA

1. **Highly Advantageous:** The proposal is well-written in clear, concise, plain language. Images, videos, and diagrams are used frequently to provide a “demos not memos” style to the proposal. Materials are organized and easy to navigate. As a whole, the proposal provides a complete response to this RFP and provides multiple relevant examples of past successes for similar organizations.
2. **Advantageous:** The proposal is clear and well-organized. It provides a complete response to this RFP and includes examples of past successes.
3. **Not Advantageous:** The proposal does not address all aspects of the RFP. It is poorly written and/or difficult to read. It does not provide adequate information to evaluate the vendor’s ability to successfully meet the City’s goals.

5.2 VENDOR PROFILE AND EXPERIENCE

1. **Highly Advantageous:** The vendor has 3 or more years of experience with similar projects for public sector organizations of similar complexity and size. The project would be well staffed with support available on an ongoing basis. References (if needed) rated the vendor highly.

2. **Advantageous:** The vendor has at least 1 year but less than 3 years experience with similar projects in large, complex, and/or public sector organizations. The project would be well staffed. References (if needed) rated the vendor satisfactory.
3. **Not Advantageous:** The vendor has less than a year of experience with similar projects in large, complex organizations and/or in the public sector. The project would not be well staffed. References (if needed) rated the vendor less than satisfactory.

5.3 VENDOR DEMONSTRATION

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

5.4 RESPONSE TO THE SCOPE OF WORK

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

Appendix A:

User Research- Summary of Findings and Recommendations

1. **Utilize modular, component-based software solutions with open APIs for sharing data so Departments can use best of breed solutions for specific business needs**

- The City currently relies on a variety of legacy, enterprise systems with limited integrations and sharing of data.
 - Many processes rely on the use manual entry and the importing/ exporting of CSVs to record financial transactions to the general ledger.
 - Business applications change across the City's software ecosystem as technology improves as new solutions provide greater functionality and efficiency. The City should have the flexibility to be able to adapt to a rapidly changing technology space.
 - The city's current one-size-fits all software solutions do not offer "best in breed" solutions for business process problems (for example: EDEN currently solves some needs around employee information (payroll, benefits, employee data) but does not solve the City's need for solutions centered on the entire employee lifecycle).
- 2. Centralize cash/receipting into a platform that integrates with all financial business applications and is used by all Departments for reconciliation.**
- Cash/Receipting processes primarily rely on manual entry, utilize disparate systems that do not talk to each other.
 - Over-the-counter transactions are not processed consistently Citywide with only Parking and Finance interfacing directly with the current cashiering solution (Quadrant).
 - The current system may be prone to user error through mistyped or duplicate entries.
 - The current receipting system in place (Quadrant) does not offer automated integrations, has updates that regularly break connections with other systems, and is run by a small, one-person company that cannot keep up with development demands of the City.
- 3. Develop a digital workflow and document management solution for invoicing and credit card payments.**
- Accounts payable processes rely on paper-based workflows that may be prone to mistakes by manual entry, user error, missed deadlines, and lack of proper staff training.
 - Efficiencies around time spent processing and storing invoices can be significantly reduced through digital document workflows.
- 4. Implement consistent procedures Citywide for requisitions and purchase orders to improve insight in the encumbrance of funds.**
- An increase in the use of purchase orders will help Finance and Department staff to accurately account for encumbered funds in budget reporting.
 - Purchase orders are used inconsistently across the City by various departments.
 - Creating consistent procedures and thresholds for purchase orders across the City will assist in socializing the process Citywide.
- 5. Redesign the City's Chart of Accounts to increase insight into detailed expenditures across the City and allow for flexibility in growth of purchasing types.**
- The City's Chart of Accounts was developed 20 years and has not fully adapted to restructuring throughout the City
 - The current Chart of Accounts is complex and feeds into reporting which impacts how reports are delivered
 - Consistent training and improved coding can provide insight into spending patterns
- 6. Centralize personnel data into a Human Resources employee management platform that allows for employee self-service and dynamically captures employee information, automates updates, and escalates actions around personnel changes.**

- Currently employee information is manually entered and updated from a variety of paper forms for new hires, status, and payroll changes, and offboarding.
 - Employees are limited in how they can manage personnel records, benefits, and dependencies without involvement of Human Resource personnel.
 - The City's HR Web solution includes some personnel data but updates to employee information are not all reflected in EDEN and there is limited functionality for self-service.
- 7. Develop integrated solutions between payroll, employee management, and timekeeping/scheduling solutions.**
- Payroll workflows rely on manual entry, multiple timekeeping solutions, and digital solutions developed during the pandemic rather than an integrated, dynamic system for payroll changes, calculations, and auditing.
 - The City uses two separate timekeeping/scheduling tools for City staff that feed into the payroll process
- 8. Integrate a budget module that allows for levels of approval and descriptions/note fields that help provides history and context of the request.**
- The City currently uses excel spreadsheets for the budget request process that are shared with budget managers and then returned to Finance for review and approval from the City Manager's Office before being manually entered into EDEN
 - The budget spreadsheets do not provide visibility into the approval or status of budget requests
 - Staff stopped using the current EDEN budget manual due to challenges with staff training, a lack of detail in how budget items are described, and a lack of visibility into the history of approvals.
 - Providing visibility into department and division level approvals would create accountability withing departments for the budgeting process.
- 9. Improve personnel budgeting through stronger integrations with an employee management platform that tracks employee details, has the flexibility to accommodate temporary employees, internal promotions, and overtime allotments.**
- The current Personnel Budget module has limitations based on the level of detail entered into the EDEN Human Resources module.
 - The current module has challenges with promotions to new positions because employee step increases cannot be reset or redefined within the system.
 - The current system does not calculate overtime, so staff manually updates position budgets where overtime needs to be allotted.
- 10. Implement a reporting tool that allows for dynamic comparison of information from multiple modules, visibility into up-to-date data, and hierarchical filtering of funds.**
- The City does not have a dynamic tool for displaying and reporting real-time data around the budget.
 - Reporting from the current ERP system is confusing and cumbersome and does not produce reports that provide the insight the Finance and the Department need forcing the City to create custom, spreadsheet solutions to view and compare financial data.
 - Staff across departments have to generate multiple reports from different modules and manually merge data to get insights on financial status or personnel information

11. Implement a citywide billing solution and procedure that integrates directly with cash/receipting and Accounts Receivable.

- Multiple Departments are using Quickbooks for a variety of invoicing needs with the oversight of Finance
- Bundling billing into a cash/receipt module would centralize all outstanding payments and incoming payments.

12. Implement project tracking solution with customizable field types and flexible reporting for CIP, Grants, Tax Measures that allows for departments to have self-service access for insights. Include the ability for automatic project numbering by project type.

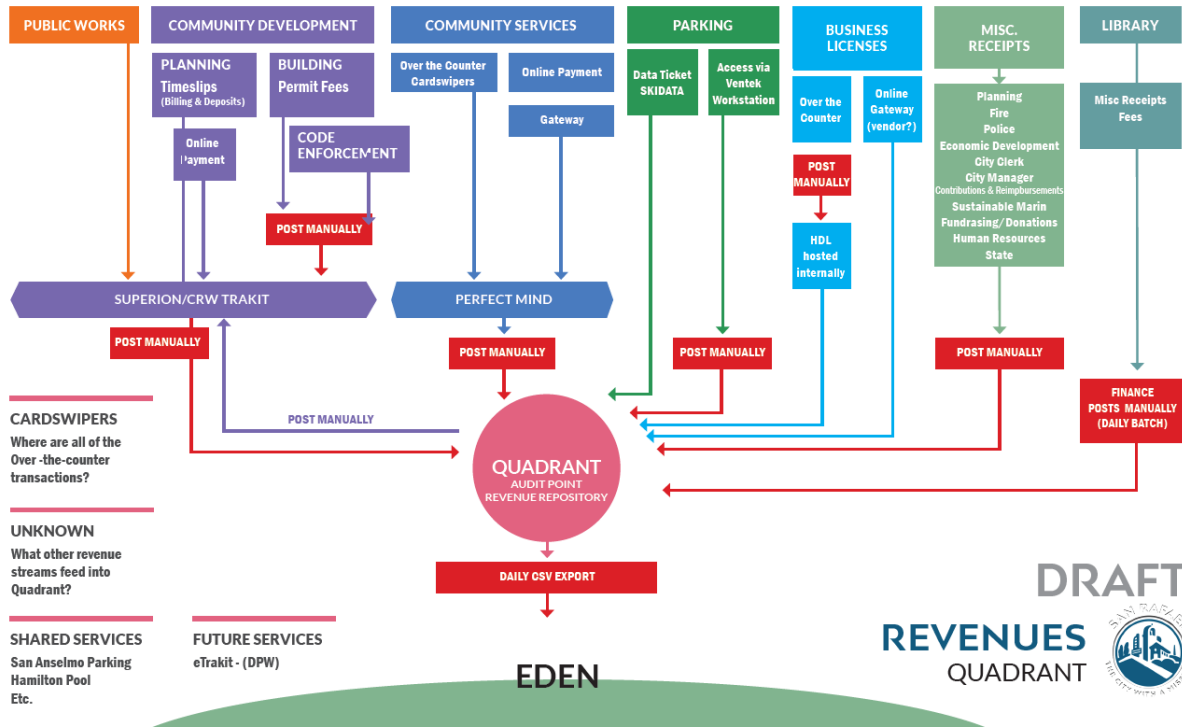
- Capital improvement projects and tax funded initiatives require tracking across fiscal years and departments.
- The current solution for project tracking limits detailed reporting as staff has “hacked” solutions for tracking project types and funding sources in pre-defined fields intended for other uses.
- Staff currently uses a separate excel spread sheet to track projects ID numbers by category and manually assign new project IDs.
- Some departments have developed customized solutions for tracking initiatives in spreadsheets without centralized oversight across the City.

13. Implement a solution for tracking of fixed assets across the City that can automatically populate asset information from the project tracking module.

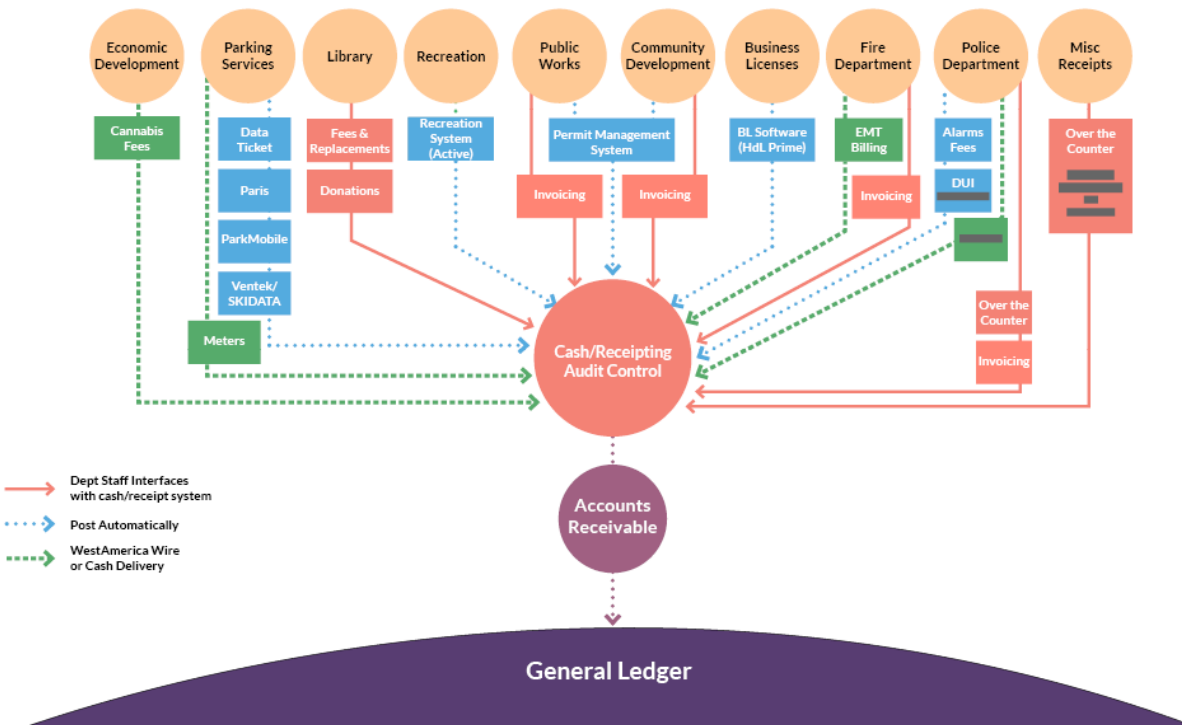
- The currently solution for tracking fixed assets requires staff to manually enter information from the projects manual rather than integrating.

Appendix B: Technology Landscape

The technology landscape of finance-related business applications across the City of San Rafael is diverse as each tool supports unique business needs of each Department. The City of San Rafael’s ERP solution should have the flexibility to tie into existing and future systems, especially for cash receipting, over-the-counter transactions, and reconciliation.



FUTURE STATE - ACCOUNTS RECEIVABLE



Appendix C: Detailed User Research

ACCOUNTS RECEIVABLE

Accounts Receivables manages the accounting of incoming revenue across multiple streams within the City. This group reconciles daily, monthly, and annual revenue between receipts and records, sub-ledgers, and the City bank account.

Step 1: Department Reconciliation - Cash, Credit, and Checks

The City processes over-the-counter and cash transactions across the City at pools, community centers, parking meters/machines, Community Development counter, Libraries, at the Public Safety Center, and for the in-take of cannabis license fees. Each Department reconciles daily revenue before emailing a daily report to Finance and bringing cash and checks in money bags to Finance.

Step 2: Reconciliation in Finance - Quadrant

Quadrant is the City's audit control software that operates independently of EDEN. Every day, the Finance Department Accounts Receivables team receives reports of daily revenue from each Department and 3rd party system that takes in money. Staff receives information about daily transactions via reports, PDFs, or wire receipts sent by email. In most cases Finance staff manually enters daily revenue from these reports into Quadrant or uploads CSV exports from 3rd party systems (Trakit). Parking Services is the only Division or Department that centralizes all transactions in Quadrant on a daily basis before sending reports to Finance.

Finance uses a spreadsheet to tally transactions per day and reconcile paperwork with revenue. If transactions don't match staff looks for typos (transposed date or misspelling) or follows up with people to get reports. Staff tallies totals of the various pieces of paper/summary reports of the day and compares to Quadrant.

Once all transactions are entered in Quadrant and compared to tallied spreadsheet, staff exports the file from Quadrant and provisionally imports into EDEN to make sure nothing gets rejected. In case of errors in coding, staff re-reconciles to ensure all codes and funds match up to the proper destination in the Chart of Accounts. The import is accepted by a second staff control after final reconciliation. The Senior Accountant reviews to confirm that bank deposit slips match up to funds that were deposited in the bank. The Senior Accountant checks that all EDEN revenue matches what came into the bank (via online transactions, wires, cash/check deposits).

VISION, CHALLENGES, AND RECOMMENDATIONS

- 1. Centralize cash/receipting platform across all departments for over-the-counter transactions Citywide.**
 - Currently transactions are recorded through multiple processes (Quadrant, Excel, Quickbooks, Eden). Parking Services is the only Department/Division that works directly in Quadrant to record transactions.

- Multiple points of entry for multiple systems means more manual entry, more duplicate transactions, more errors, and more staff time spent trying to reconcile accounts.
 - Ideally cash/receipting is mapped to chart of accounts so invoice and/or receivable amount can be tracked to where it should be allocated.
2. **Improve visibility into cash transactions in centralized cash/receipting solution.**
 - EDEN books cash in summary transactions. If you try to see details, the numbers don't provide enough information about specific transactions, they are a summary of batch transactions at a certain time. This makes accounting difficult.
 - Quadrant activities are uploaded by fund and summarize totals, so those numbers don't show details.
 - It would be nice to drill into cash in the accounting system to see more specific activity of cash payments.
 3. **Build integrations of 3rd party systems into audit control to eliminate manual processes of data entry.**
 - Most of the City's business applications require manual entry into Quadrant for audit control. Manual entry into spreadsheets, importing and exporting between systems leaves more room for error.
 4. **Move to digital processes and eliminate the use of paper records (as much as possible).**
 - Currently, receipts or records are entered into Quadrant, emailed to Finance, printed out and retained in multiple locations.
 5. **Clarify retention policy for financial records so we can get rid of existing paper files.**
 6. **Improve visibility into credit card fees on over-the-counter transactions.**
 - Some credit card processors are netting fees everyday which requires accounting to find out what their fees are and book them separately. Attempts to try resolving at month end it doesn't line up.
 7. **Improve and centralize the tracking of outstanding payments (billing and collections) to improve visibility of missing revenue.**
 - Each department has a different way to track outstanding revenue that has been billed.
 - A centralized system that can report outstanding bills ideally could help staff follow up.
 - City no longer employs collections staff for Code Enforcement fees, Business Licenses, Claims to the City, or other billing.

ACCOUNTS PAYABLE

The primary function of Accounts Payable is to pay vendors costs incurred by the City of San Rafael. The City of San Rafael operates on a decentralized finance system. This means departments do their own purchasing, quotes, bids, and management of purchase procedures. Payments to vendors occurs twice-a-month with administrative staff compiling invoices and credit card statements into EDEN, approving through internal departmental workflows, and sending to Finance.

Purchase Orders

Bills can be paid directly or against a purchase order. The City does not require purchase orders citywide or have policy thresholds that require purchase orders. Typically purchase orders (PO) are used for large expenses but there is no limit that requires a PO. POs are created at vendor request or to track contracts.

Credit Card Statements

Each Department manages monthly credit card statements for cards issued to staff. The City has roughly 111 credit card accounts being managed on a monthly basis. Credit card statements and billing are not integrated into EDEN and are processed in batches with invoices, producing large amount of paper records.

Invoices and Payments

When bills come in, they are distributed to individual departments. Departments enter invoices into EDEN. Invoices may go through three levels of approval.

- 1. Department approval-** Department Admin enters invoice into EDEN. Department approves all invoices in EDEN through internal approval workflow* (defined by the Department). Paper copies of invoices are sent to Finance.
- 2. AP Clerk approval** - Invoices under \$10,000 are forwarded directly to the AP Clerk after Department approval. AP Clerk receives paper copies of invoices and sees invoices in EDEN. AP Clerk verifies payment is correct amount and going to correct vendor.
- 3. *Finance Director approval-** Invoices over \$10,000 require Finance Director approval before going to AP Clerk for approval.
- 4. Payment** – Once approved, AP Clerk creates checks (printed through EDEN) and mails to vendors.

VISION, CHALLENGES, AND RECOMMENDATIONS

- 1. Implement digital process for invoices and credit card statement processing.**
 - We currently keep 2 fiscal year copies of invoices on-site and up to 5 years off-site (due to retention policy).
 - Description of payments could be improved and connected to digital copies of invoices to increase visibility into services/products be paid for
 - Simplified workflow for scanning of invoices, receipts, credit card statements. Must be easier than current process for departments that process high-volume of invoices per pay period (DPW)
 - Vendor profiles link to easy-to-use document repository for payment history, invoice history, approval history
 - Approval History Reports can be printed easily for auditing purposes
- 2. Improve integration of credit card billing and coding into ERP solution.**
 - Greater integration of credit card billing into the ERP system will improve reporting and visibility into data about how the City is spending money.

- Currently details and descriptions on credit card expenditures are manually entered into EDN and less specific than details on the statement
- 3. Increase training opportunities for administrative staff on AP schedule, processing invoices, requisitions, purchase orders**
 - Many of the issues Finance sees are around user error, unchecking a box in EDEN, missing deadlines for cutoff dates, forgetting to enter correct information, or not following proper procedures.
 - Sometimes a PO is created, and an admin will forget to charge invoices to PO.
 - Sometimes a PO gets closed before final payments.
 - 4. Develop a policy and threshold for purchase orders citywide.**
 - Encumbrances will help provide more visibility into the actual status of budgets Citywide and may encourage more timely invoices
 - Reporting (especially at year end) is challenging due to the high volume of invoices/transactions that come in June.
 - Without a threshold for encumbrances, liabilities that are unaccounted range in costs making reporting and forecasting more difficult.
 - 5. Implement a tracking solution for projects, contracts, and grants as part of the ERP.**
 - Tracking grant money or revenue from bond measures is done through disparate solutions citywide through the use of spreadsheets
 - Currently POs need to be reopened/transferred every fiscal year because Pos do not cross fiscal years. Contract costs cannot rollover automatically through multiple fiscal years
 - Finance cannot track all the agreements citywide, so they don't know when a PO needs to close, or a contract requires an amendment or extension
 - Decentralized nature of Finance means that one vendor may have multiple contracts without visibility in Finance or across Departments. *Example:* a contract over \$75k requires Council approval. Example – one Dept hires Barbier for \$60,000 and another department hires for \$20,000, cumulatively the contract exceeds the amount without Council approval. Because we are decentralized, we can't easily track this. Ideally a contract module would be able to track multiple agreements to the same vendor and notify Finance if any thresholds are exceeded without proper approvals.

PAYROLL

The primary role of Payroll is the processing of citywide payroll twice a month. This includes reviewing, entering, updating, background coding, setting up new hour types, and garnishments. City staff is represented by multiple unions and bargaining groups which impacts the process around timekeeping, personnel coding, personnel payroll changes, and step increases. Timekeeping is managed through 3 separate payroll software applications that are imported into EDEN including HRWeb, InTime/UKG/Kronos (Police), and Telestaff (Fire), though Police is migrating to Telestaff in the near future. The payroll review process is primarily digital but exists outside of an integrated system through the collection of emails, documentation, and reports from disparate sources (see *Appendix II: Payroll* and *Attachment B: Payroll Process*).

Personnel Action Reports (PAR)

Payroll changes are processed in a decentralized manner with admins in each department processing a Personnel Action Report (PAR) form to request new hires added to payroll, step increases, and specific increases to staff paychecks based on benefits outlined by bargaining groups. The PAR form is completed by the Admin, sent to Department Directors for approval and then sent to Human Resources for review, and finally Payroll for final review and acceptance. Some step increases require approval of the City Manager and Finance Director. The process is primarily paper-based but has been improved to a fillable PDF that is routed to all approvers.

Roles and Responsibilities

- 1. All staff** enter hours into timesheet software (HRWeb, Telestaff, or InTime) and communicate to HR or Finance on changes
- 2. Admin staff** process PAR forms for changes and submit to Human Resources for first review
- 3. Human Resources** – Performs all initial PAR processing and review, provides employee updates, sets up new hires, and updates workers compensation
- 4. Finance** – Manages all remaining payroll function including reviews, entering of payroll, and distributing payment.

VISION, CHALLENGES, AND RECOMMENDATIONS

- 1. Implement integrated digital workflow for payroll and personnel action reports**
 - Despite developing a paperless process for payroll, the current processes requires manual entry and collection of disparate emails and reports from multiple sources.
 - Despite the move to fillable PDFs, the PAR process remains paper-based in practice and cumbersome for administrative staff without automation or dynamic reporting
 - User error, missed deadlines, and training issues around personnel actions increases the possibility for payroll errors
- 2. Clarify roles between Human Resources and Finance on personnel action reporting**
- 3. Consolidate timekeeping and scheduling software across all departments, where possible, and integrate into ERP solution**
 - The City relies on 3 systems for timekeeping and scheduling which creates inefficiencies in the review and entry of payroll information

BUDGET AND REPORTING

The City of San Rafael operates on a fiscal year between July 1 and June 30. The City's annual budget process is managed by the Finance Department and includes a mid-year adjustment. The budget calendar is distributed to department teams in February each year and all budget requests are drafted in Excel spreadsheets and sent to Finance. The Finance team works with the City Manager's Office to finalize the Citywide budget prior to presentation to the City Council.

The City does not have a dynamic tool for displaying and reporting real-time data around the budget. Finance has created custom tools for reporting budget and revenue information for Citywide teams with Excel exports, but teams have limited access to dynamic, system-generated reports. Reports are missing information from 3rd party software solutions and users must maintain their own shadow reporting data

to provide accurate information which is critical for making informed decisions.

VISION, CHALLENGE, AND RECOMMENDATIONS

- 1. Implement a budgeting tool that allows for transparent insight into the approved budget and allows comparison to actuals over time.**
 - The City currently uses excel spreadsheets for the budget request process that are shared with budget managers and then returned to Finance for review and approval from the City Manager's Office before being manually entered into EDEN
 - The budget spreadsheets do not provide visibility into the approval or status of budget requests
 - Staff stopped using the current EDEN budget manual due to challenges with staff training, a lack of detail in how budget items are described, and a lack of visibility into the history of approvals.
 - Providing visibility into department and division level approvals would create accountability within departments for the budgeting process
- 2. Implement a reporting tool that allows for dynamic comparison of information, allows visibility into up-to-date data, and hierarchical filtering of funds.**
 - The City does not have a dynamic tool for displaying and reporting real-time data around the budget. Reporting from the current ERP system is confusing and cumbersome and does not produce reports that provide the insight the Finance and the Department need forcing the City to create custom, spreadsheet solutions to view and compare financial data.
 - Staff across departments have to generate multiple reports from different modules and manually merge data to get insights on financial status or personnel information
 - City currently uses customized spreadsheets to avoid running multiple reports.
 - Spreadsheet used to recreate CAFR financial statements.
- 3. Centralize personnel data into a Human Resources employee management platform that allows for employee self-service and dynamically captures employee information, automates updates and escalates actions around personnel changes.**
 - Currently employee information is manually entered and updated from a variety of paper forms for new hires, status and payroll changes, and offboarding.
 - Employees are limited in how they can manage personnel records, benefits, and dependencies without involvement of Human Resource personnel.
 - The City's HR Web solution includes some personnel data but updates to employee information are not all reflected in EDEN and there is limited functionality for self-service.

CHART OF ACCOUNTS

The City of San Rafael's current Chart of Accounts was built out to accommodate the on-boarding of the Tyler EDEN system. Since then, the organizational structure of the City has undergone changes that have not been reflected in areas of the Chart of Accounts. The implementation of new general ledger software offers the opportunity for the City to reflect on the current structure of the Chart of Accounts and reassess

how it can be arranged to reflect the ways the City does business now. Restructuring the Chart of Accounts will also improve reporting and tracking of like-expenses across departments.

VISION, CHALLENGE, AND RECOMMENDATIONS

1. Redesign the City's Chart of Accounts to increase insight into detailed expenditures across the City and allow for flexibility in growth of purchasing types.

- The City's Chart of Accounts was developed 20 years and has not fully adapted to restructuring throughout the City
- The current Chart of Accounts is complex and feeds into reporting which impacts how reports are delivered
- Consistent training and improved coding can provide insight into spending patterns



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Library & Recreation

**Prepared by: Craig Veramay, Asst. Library and
Recreation Director
Catherine Quffa, Library and
Recreation Director**

City Manager Approval: 

File No.: 06.09.09

TOPIC: TERRA LINDA COMMUNITY CENTER AND PARK PLAN PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GATES + ASSOCIATES FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE TERRA LINDA COMMUNITY CENTER AND PARK PLAN PROJECT IN THE AMOUNT NOT TO EXCEED \$166,818

RECOMMENDATION:

Authorize the City Manager to enter into a Professional Services Agreement with Gates + Associates in the amount not to exceed \$166,818, using Measure A Funds that were appropriated as part of the FY 2023-24 budget.

BACKGROUND:

In 2021 and 2022, the City completed a comprehensive Citywide Parks and Recreation Master Planning (CPRMP) process. That process included an assessment of the existing parks and recreation facilities, an evaluation of the community’s recreational needs, and the development of a prioritized set of recommendations. One of the top priorities from the CPRMP was the creation of a master plan specifically for the Terra Linda Community Park.

The Terra Linda Community Park is located at 670 del Ganado Road and is the City’s only community park in Northern San Rafael (as defined by the City’s General Plan 2040 Parks, Recreation, and Open Space Element). It comprises approximately 2.9 acres and includes a community center, playground, basketball court, lawn and pathways, parking lot, and an outdoor pool complex.

The City predicts that North San Rafael will experience substantial development in the coming years, which will both increase the demand on Terra Linda Community Park and provide a potential funding source for improvements.

Through this planning process, the City hopes to identify creative opportunities to address outdated infrastructure and increase recreational capacity at the park. While the planning process will assess how to incorporate the existing outdoor pool complex, the pool footprint and its support structures are

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

expected to remain unchanged. The goal of the master plan is to identify opportunities to address the changing needs and development opportunities of North San Rafael specifically, and the community.

ANALYSIS:

On October 26, 2023, the City released a Request for Proposals (RFP) for landscape architectural and engineering design services for this project. On November 28, 2023, two proposals from qualified firms were received. The two firms were evaluated and interviewed by City staff based on criteria specified in the RFP, including, but not limited to, completeness of the proposal, relevant experience and success in similar projects, experience and quality of project team, understanding of the project scope of work, ability to meet deadlines and operate within budget, familiarity with federal grant procedures, and references by former clients on similar projects.

City staff found Gates + Associates (“Gates”) and their sub-consultants to be the most advantageous to the City for this project. Gates submitted a proposal to perform landscape architectural and engineering design services, which staff reviewed and found to be complete and within industry standards.

The recommended Professional Services Agreement with Gates (Attachment 1) will provide project management and coordination services, data gathering and site evaluation, public engagement, a draft master plan with a vision framework and concept alternatives, and ultimately, a final master plan that includes funding strategies, a cost estimate, phasing strategy, and master plan document.

ENVIRONMENTAL DETERMINATION:

This action is statutorily exempt from the California Environmental Quality Act (“CEQA”) pursuant to section 15262 of the CEQA Guidelines because the agreement funds a planning study for possible future actions which the City has not approved, adopted, or funded.

COMMUNITY OUTREACH:

In 2021 and 2022, the City underwent a comprehensive Citywide Parks and Recreation Master Plan (CPRMP) process. That process included extensive community outreach, resulting in a recommendation to develop a Terra Linda Park and Community Center plan.

The scope of work included in the agreement with Gates includes a robust community engagement plan as well as an analysis of the community demographics and recreation trends. Gates and City staff will conduct two rounds of outreach. The first will identify the community’s likes, needs, and wants in relation to the Terra Linda Community Park, and is estimated to take place in Spring 2024. The second will seek feedback on proposed priorities and concept alternatives during Summer 2024. The two rounds will include in-person community meetings and events, an online survey, a project website, and focus group meetings as part of the planning process. Staff will leverage popular spring and summer activities, as well as outreach to Terra Linda residents living in multi-family housing apartments/complexes, neighborhood associations, and community groups to engage a broad range of stakeholders for this planning effort.

FISCAL IMPACT:

The Terra Linda Park and Community Center Plan project is identified in the FY 2023-24 Measure A Work Plan. This agreement will be funded with an appropriation of \$166,818 in Measure A funds.

OPTIONS:

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

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION: Authorize the City Manager to enter into a Professional Services Agreement with Gates + Associates in the amount not to exceed \$166,818 using Measure A Funds that were approved as part of the FY 2023-24 budget.

ATTACHMENT:

1. Draft PSA with Gates + Associates for Landscape Architectural and Engineering Design Services (with Exhibit A)

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE CITY OF SAN RAFAEL
AND
GATES + ASSOCIATES LANDSCAPE ARCHITECTS
FOR LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES**

This Agreement is made and entered into as of _____ (the “Effective Date”), by and between the CITY OF SAN RAFAEL, a chartered California municipal corporation (hereinafter “**CITY**”), and GATES + ASSOCIATES (hereinafter “**CONSULTANT**”). **CITY** and **CONSULTANT** may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

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

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

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

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES TO BE PROVIDED.**

Except as otherwise may be expressly specified in this Agreement, **CONSULTANT** shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision and expertise (collectively referred to as “Services”) to satisfactorily complete the work required by **CITY** at its sole risk and expense. Services to be provided to **CITY** are more fully described in **Exhibit A** entitled “SCOPE OF SERVICES.” **CONSULTANT** acknowledges that the execution of this Agreement by **CITY** is predicated upon representations made by **CONSULTANT** in that certain proposal, dated November 28, 2023 (“Proposal”) set forth in **Exhibit A**, which constitutes the basis for this Agreement.

2. **COMPENSATION.**

In consideration for **CONSULTANT’s** complete performance of Services, **CITY** shall pay **CONSULTANT** for all materials provided and services rendered by

CONSULTANT at the unit rates and rates per hour for labor, as set forth in **Exhibit A**, for a total amount not to exceed \$166,818.

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

3. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate one (1) year from the Effective Date.

4. PROJECT COORDINATION.

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

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

5. TERMINATION.

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

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

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

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

6. OWNERSHIP OF DOCUMENTS.

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

7. INSPECTION AND AUDIT.

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

8. ASSIGNABILITY.

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

9. INSURANCE REQUIREMENTS.

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

10. INDEMNIFICATION.

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

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

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

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

11. **NONDISCRIMINATION.**

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

12. **COMPLIANCE WITH ALL LAWS.**

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

13. **NO THIRD PARTY BENEFICIARIES.**

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

this Agreement, to the other party.

14. NOTICES.

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

To **CITY's** Project Manager:

Craig Veramay, Asst. Library and
Recreation Director
618 B St
San Rafael, CA 94901

To **CONSULTANT's** Project Director:

Melonie Reynolds, Project Manager
Gates + Associates
1655 N. Main St Ste 365
Walnut Creek, CA 94596

15. INDEPENDENT CONTRACTOR.

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

16. ENTIRE AGREEMENT -- AMENDMENTS.

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

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

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

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

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

by reference, the terms and conditions of this Agreement shall control.

17. SET-OFF AGAINST DEBTS.

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

18. WAIVERS.

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

19. COSTS AND ATTORNEY'S FEES.

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

20. CITY BUSINESS LICENSE / OTHER TAXES.

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

21. SURVIVAL OF TERMS.

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

22. APPLICABLE LAW.

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

23. COUNTERPARTS AND ELECTRONIC SIGNATURE.

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

[Signatures are on the following page.]

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

CITY OF SAN RAFAEL:

CONSULTANT:

CHRISTINE ALILOVICH, City Manager

By: _____

APPROVED AS TO FORM:
Office of the City Attorney

Name: _____

Title: _____

By: GENEVIEVE COYLE,
Assistant City Attorney

[If CONSULTANT is a corporation, add
signature of second corporate officer]

ATTEST:
City Clerk

By: _____

Name: _____

Title: _____

LINDSAY LARA, City Clerk

EXHIBIT A
SCOPE OF SERVICES

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

EXHIBIT B INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

2. The additional insured coverage under **CONSULTANT's** insurance

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

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

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

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

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

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

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

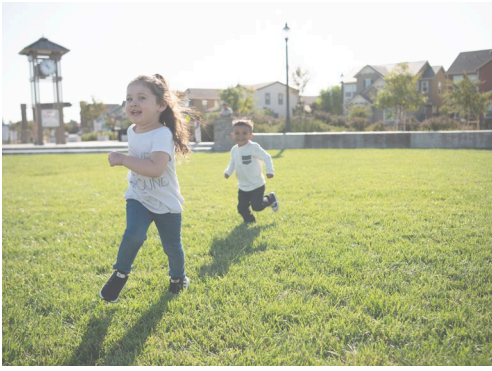
9. **CONSULTANT** agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by **CONSULTANT**, provide the same minimum insurance coverage required of **CONSULTANT**, except as with respect to limits. **CONSULTANT**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

that upon request by **CITY**, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the performance of Services will be submitted to **CITY** for review.

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

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

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



TERRA LINDA PARK AND COMMUNITY CENTER MASTER PLAN

CITY FILE NO. 06.09.09

CITY OF SAN RAFAEL

**City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901**

Gates + Associates
1655 N. Main Street
Walnut Creek, CA 94596
(925) 736-8176 x 2004
Melonie@d gates.com

November 28, 2023

Includes 1/10/24 revised scope of work



November 28, 2023

City of San Rafael
1400 Fifth Avenue
San Rafael, CA 94901

RE: PROPOSAL FOR TERRA LINDA PARK AND COMMUNITY CENTER MASTER PLAN (FILE NO. 06.09.09)

Gates + Associates appreciates the opportunity to submit our proposal for the ***Terra Linda Park and Community Center Master Plan***. We applaud the City for taking the steps to further enhance this beloved public resource, increase outdoor recreation access, and implement improvements identified in the Citywide Park & Recreation Master Plan. We have enjoyed our current and past collaborations with the City of San Rafael to upgrade both the play area at Sun Valley Park and implement improvements at Pickleweed Park, and would be honored to partner again with the City to refresh the playground & surrounding amenities to ensure that Terra Linda Park is a dynamic and lasting space for public benefit.

Grounded by our mission to ***“get people outside,”*** Gates + Associates brings a strong and diverse portfolio of regional, community, and neighborhood park design. Our team is proud to offer over 45 years of park planning and design experience to this project, from developing park master plans to construction documents for park & playground improvements across all ranges of size and budget. We specialize in developing implementable designs and final bid documents that incorporate community input.

We are a 30-person firm located in Walnut Creek, California, where all work will be performed locally. With our diverse and experienced staff, we offer a wide range of technical expertise, a reality-based knowledge of cost and maintenance implications of design decisions, an understanding of how public spaces are used, and an ability to respond to the changing needs of the jurisdictions we serve. Our proposed team includes key members of our firm, who bring a formidable combination of practical experience, local familiarity, and a penchant for creating innovative yet implementable plans through a transparent and consensus-oriented design process. We have assembled a custom “dream team” to meet the challenges of your project. Our subconsultant partners include **BKF Engineers**, who will provide civil engineering services; **David J. Powers & Associates** for environmental compliance & permitting assistance; **Group 4** for architectural research and planning; and **BSK Associates** for geotechnical engineering services. We have collaborated with the listed teams on several projects in the past and enjoy their problem-solving and collaborative approach to design.

Gates + Associates accepts the sample Professional Services Agreement as-is. We also acknowledge receipt of Addendum #1. A more detailed description of our approach and team is provided in this proposal. We look forward to continuing our partnership with you on this exciting project. Should you have any questions please feel free to contact me at **(925) 736-8176 x2004**, or at **melonie@dgates.com**.

Sincerely,



Melonie Reynolds
Project Manager
Gates + Associates

TERRA LINDA PARK & COMMUNITY CENTER MASTER PLAN

CITY OF SAN RAFAEL

PROPOSAL

Gates + Associates

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STATEMENT OF QUALIFICATIONS

Firm Profile |

Project Experience |

Organization Chart |

Resumes |

References |

STATEMENT OF QUALIFICATIONS

FIRM PROFILE + RELEVANT EXPERIENCE

GATES + ASSOCIATES (GATES) is a women-owned, SBE certified 30-person Landscape Architecture, Urban Design and Land Planning firm located in Walnut Creek, established in 1977. We are passionate group collaborative & innovative designers who love to develop **environmentally-sensitive urban designs that get people outside**. Our quality, sustainable designs throughout the San Francisco Bay Area and beyond provide dynamic, memorable, and maintainable spaces for a wide breadth of people to live, work, and play. To each design, we bring an understanding of the way in which a space is experienced and the creativity to conceive an environment that is memorable and unique. The spaces we design are usable, educational, and inspirational. At Gates + Associates, **we view design within the public realm as a privilege to create a “place” for the local community**. Designs must not only celebrate a site’s environmental qualities but also create a desirable destination for people. Our schematic design process emphasizes the communication of design concepts with graphics, diagrams, and images to ensure the project goals are met. We regularly work with public agencies to create beautiful yet functional spaces that meet specific local needs, express a community’s unique character, and thoughtfully consider circulation patterns, accessibility, maintenance, and sustainability. **We practice a consensus-oriented design approach that facilitates incorporation of community and agency input**. GATES brings extensive experience with diverse groups of stakeholders who bring a variety of perspectives to the process. Our project process optimizes the talents of our graphics professionals, as well as group facilitation techniques, to effectively communicate messages, elicit feedback and work toward consensus.

OUTSIDE CONSULTANTS

Names and qualifications of outside consultants and associates can be found starting on page 7.

COMPANY INFORMATION

Gates + Associates
1655 N. Main Street, Suite #365
Walnut Creek, CA 94596
925.736.8176 | www.dgates.com

Firm Owners:

Casey Case, President

Project Manager:

Melonie Reynolds
melonie@dgates.com



KEISER PARK MASTER PLAN | Windsor, CA

Gates + Associates is collaborating with the Town of Windsor to revise the 2008 Master Plan by rethinking improvements for the site’s southern portion and developing a concept for the expansion properties acquired by the Town in 2022. The project has involved a robust public outreach program, including creation of a project logo, development and maintenance of the project website, various print and digital collateral, stakeholder focus groups, in-person and virtual workshops, and presentations to commissions and councils. Round 1 outreach included multiple in-person events and an online survey. In the round 2 of outreach, feedback was collected on three draft concept alternatives for Keiser Park’s expansion, via a design charrette, community webinar, and utilizing an online forum on the project website. The project is currently in the Master Plan phase and is intended to be presented to Council January 2024.



REFERENCE

Client: Town of Windsor

Primary Contact: Olivia Lemen

Tel: (707) 838-5383

Email: olemen@townofwindsor.com

Date of Services Provided: November 2021- November 2023

STATEMENT OF QUALIFICATIONS

RELEVANT EXPERIENCE



MEMORIAL PARK SPECIFIC PLAN | Cupertino, CA

Memorial Park, a 22-acre site that hosts numerous community and civic-focused events, is Cupertino’s largest and most well-used park. It houses a large lawn area, gazebo, an amphitheater, lighted softball field and six lighted tennis courts, and is also adjacent to three multi-use community centers and the Cupertino Veterans Memorial. Preceded by 2 park renovation projects to remove ponds and implement technical improvements at the amphitheater, Gates is leading a multidisciplinary team to develop a plan that aims to improve the facility and determine how to best meet the future recreation, community gathering, event, and green space needs of Cupertino and achieve the balance between the built and natural environments. Our scope included a full site evaluation and analysis of the park, facilitating a proactive and robust community outreach effort that included online surveys, and development of a community-preferred design concept for future improvements.

REFERENCE

Client: City of Cupertino
Primary Contact: Susan Michael
Tel: (408) 777-1328
Email: susanm@cupertino.org
Dates of Services Provided: 2022 - Present
 (targeting adoption in Winter 2023)

MATT GARCIA PARK MASTER PLAN

Fairfield, CA

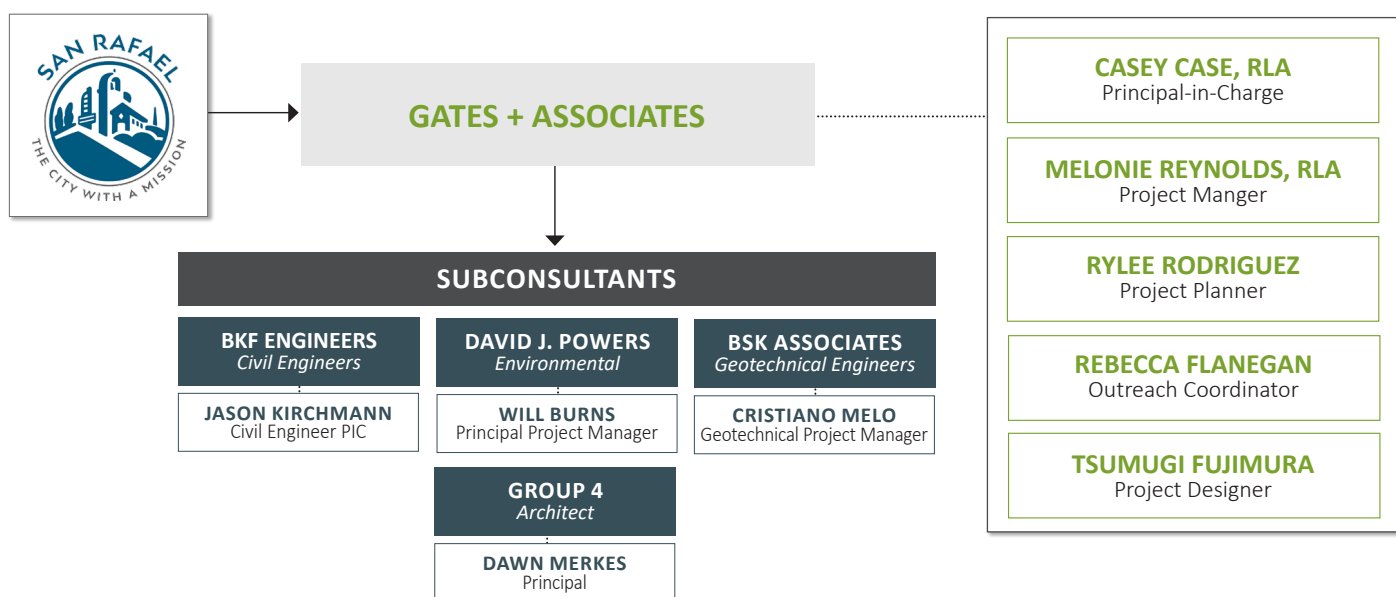
As project prime, Gates + Associates is leading a multidisciplinary team that includes **Group4 Architecture**, to collaborate with the City of Fairfield to develop a complete comprehensive Master Plan for the future Matt Garcia Community Park. The 50-acre park will include both active and passive recreation opportunities, ranging from soccer fields and pickleball courts to a wetland area, community plaza, recreation center and adventure playground. Gates facilitated incorporation of community and stakeholder input to develop a comprehensive Master Plan to ensure the park is a viable community asset for the next 50 years. The Master Plan document includes a site assessment, community outreach summary, cost estimates, and phased implementation plan.

REFERENCE

Client: City of Fairfield
Primary Contact: Caroline Vedder
Tel: (707) 428-7484
Email: cvedder@fairfield.ca.gov
Dates of Services Provided: October 2021- Present



PROJECT ORGANIZATION & KEY PERSONNEL



PROJECT TEAM

CASEY CASE will serve as **Principal-in-Charge**. She is a visionary and collaborative landscape architect with a varied project portfolio that includes park renovations, streetscape design, park & recreation master planning, and urban design. Casey's expertise includes project management, graphic renderings, project concept, design development, cost estimating, and construction document production. **MELONIE REYNOLDS** will serve as **Project Manager** and be the main point-of-contact for the City. She has successfully managed a wide range of public and private projects from project design development, cost estimation, construction document development, and construction administration. She brings a broad portfolio of a wide range of park design, renovation and master planning projects, including recent experience with the City of San Rafael for improvements at both Sun Valley Park & Pickleweed Park. **RYLEE RODRIGUEZ** will serve as **Project Planner**. Rylee has worked on a wide range of public parks and recreation master plans since joining Gates + Associates. With a background in urban planning, design, and policy development, her interest lies in parks, green spaces, and sectors of the public realm that emphasize placemaking and getting people outside. **REBECCA FLANEGAN** will serve as **Outreach Coordinator**, bringing 15+ years of experience in events and public engagement with a focus on creatively connecting to communities. At Gates, Rebecca has coordinated thoughtful and inclusive outreach programs for capital improvement projects and solicited community feedback through focus group interviews, webinars, online surveys, and in-person workshops. **TSUMUGI FUJIMURA** will serve as **Project Designer**. She brings experience with creating conceptual designs based on community input for public infrastructure projects including Sun Valley Park in San Rafael, as well as producing schematic design graphics & photosimulations for past Master Plan projects including Keiser Park in Windsor and Arden Park & Recreation Master Plan in Sacramento.

SUBCONSULTANTS

JASON KIRCHMANN will provide civil engineering services through **BKF Engineers**. He has a wide variety of experience in civil engineering design and the construction of projects for local municipalities and private sector clients. **WILL BURNS** will provide environmental planning services through **David J. Powers & Associates**. Will will prepare the necessary environmental review for the project. He has extensive experience in evaluating environmental impacts associated with park and recreational projects. **CRISTIANO MELO** will provide geotechnical services through **BSK Associates**. He has nearly 23 years of engineering experience supporting projects ranging from design of shallow and deep foundations to retaining walls, pavements evaluation and rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, numerous parks, and slope stability analysis. He is also experienced in managing construction observation and testing. **DAWN MERKES** will provide architecture planning services. Dawn will lead architectural assessments required for the master planning and conceptual design for the new Terra Linda Community as well as support in community outreach/engagement.



GATES + ASSOCIATES
Walnut Creek, CA

REGISTRATIONS

Landscape Architect, CA #6032
ISA-Certified Arborist
ReScape-Qualified Rater

CASEY CASE, RLA | Principal-in-Charge

Casey has successfully managed numerous projects both in public and private sectors. Her project experience includes urban design, streetscape design, campus master planning, and community planning and design. Her expertise as a Landscape Architect, Arborist, and sustainability steward allows her to design the outdoor experience with a holistic approach that permeates the building edge and bridges the gap between the environment and human interaction.

YEARS EXPERIENCE
15 years, 12 with firm

RELEVANT PROJECTS

- Bayside Manor & Marina Vista Park Upgrades, Millbrae, CA*
- Memorial Park Specific Plan, Cupertino, CA*
- Keiser Park Master Plan Update, Windsor, CA*
- Parks & Rec Master Plan Update, Milpitas, CA*
- Recreation & Park District Optimized Plan, Cordova, CA*



GATES + ASSOCIATES
Walnut Creek, CA

REGISTRATION

Landscape Architect, CA #6573
ReScape-Qualified Professional

MELONIE REYNOLDS, RLA | Project Manager

Melonie has worked on a wide range of public and private projects from creation of project design, design development, cost estimation, construction document development, and construction administration. She has experience with a wide range of park design and master planning projects and is highly familiar with their unique issues. She has a broad knowledge of landscape design approaches and successful management of all types of design projects. Melonie is well-versed in the design of LEED, CHPS, and ReScape Projects and is a ReScape Qualified Landscape Professional.

YEARS EXPERIENCE
19 years, 19 with firm

RELEVANT PROJECTS

- Carmichael Parks Master Plan, Carmichael, CA*
- Daly City Parks and Open Space Master Plan, Daly City, CA*
- Matt Garcia Community Park Master Plan, Fairfield, CA*
- Middle Harbor Shoreline Park, Oakland, CA*
- Recreation & Park District Optimized Plan, Cordova, CA*



GATES + ASSOCIATES
Walnut Creek, CA

YEARS EXPERIENCE

1 year, 1 with firm

RYLEE RODRIGUEZ | Project Planner

Rylee has worked on a wide range of public parks & recreation master plans since joining Gates + Associates. With a background in urban planning, design, and policy development, her interest lies in parks, green spaces, and sectors of the public realm that emphasizes thoughtful placemaking, and getting people outside. Her skills include planning, design, policy development, and GIS.

RELEVANT PROJECTS

- Middle Harbor Shoreline Park Master Plan Update, Port of Oakland, CA*
- Memorial Park Specific Plan, Cupertino, CA*
- Matt Garcia Community Park Master Plan, Fairfield, CA*
- Keiser Park Master Plan Update, Windsor, CA*



GATES + ASSOCIATES
Walnut Creek, CA

YEARS EXPERIENCE

24 years, 1 with firm

REBECCA FLANEGAN | Outreach Coordinator

Rebecca has over 15 years of experience in events and public engagement with a focus on creatively connecting to communities. At Gates + Associates, Rebecca has coordinated thoughtful and inclusive outreach programs for planning projects and solicited community feedback through a variety of forums, interviews, webinars, online surveys, and in-person workshops. Her expertise involves outlining outreach opportunities, guiding the engagement process to meet the needs of the client and community, and synthesizing input received into comprehensive and actionable results.

RELEVANT PROJECTS

- Bayside Manor & Marina Vista Park Upgrades, Millbrae, CA*
- Keiser Park Master Plan Update, Windsor, CA*
- Memorial Park Specific Plan, Cupertino, CA*
- Sign Hill Open Space Master Plan, South San Francisco, CA*



GATES + ASSOCIATES
Walnut Creek, CA

YEARS EXPERIENCE
4 years, 4 with firm

TSUMUGI FUJIMURA | Project Designer

Tsumugi has managed a wide range of public and private projects. She is a curious, open-minded, and detail-oriented professional who is passionate about urban planning and development. She utilizes her project management skills and proficiency in industry-standard design software to carry projects from initial concept development to construction documentation. By integrating user needs, environmental considerations, and aesthetic principles, she strives to consistently deliver projects that strike a balance between functionality, sustainability, and visual appeal.

RELEVANT PROJECTS

- San Valley Park, San Rafael, CA*
- Keiser Park Master Plan Update, Windsor, CA*
- Ellis Aquatic Center, Tracy, CA*
- Rotary Park, Lathrop, CA*
- Logvy Park, Calistoga, CA*
- Smith Field Master Plan, Half Moon Bay, CA*



BKF ENGINEERS
Santa Rosa, CA

REGISTRATIONS
Civil Engineer, CA No. 78079
Land Surveyor, CA No. 8806

JASON KIRCHMANN, PE, PLS, QSD/P | Civil PIC

Jason has a wide variety of experience in civil engineering design, and the construction of projects for local municipalities and private sector clients. He has provided civil engineering and land surveying services for a wide array of projects, converting client's ideas and desires into final construction documents. Jason brings a keen sense of urgency to projects and consistently demonstrating the ability to stay on schedule and within budget.

YEARS EXPERIENCE
21 years, 21 with firm

RELEVANT PROJECTS

- Victor Jones Park Improvements, San Rafael, CA*
- San Valley Park, San Rafael, CA*
- Bayer Neighborhood Park and Community Garden, Santa Rosa, CA*
- Ives Park Renov. Master Plan, Sebastapol, CA*
- Keiser Community Park, Windsor, CA*



DAVID J. POWERS & ASSOCIATES
Oakland, CA

WILL BURNS | Principal Project Manager

Will Burns is a Vice President and Principal Project Manager for DJPA with 20+ years of experience preparing environmental documents for private & public sector projects including master plans for parks and recreational facilities and infrastructure projects including multi-use pathways and pedestrian/bicycle safety projects. His expertise lies in managing the environmental process to meet CEQA requirements, and local/state/federal permitting agencies.

YEARS EXPERIENCE
20 years, 20 with firm

RELEVANT PROJECTS

- Creskide Master Plan, Marin County*
- Kawana Springs Community Park Master Plan, Santa Rosa, CA*
- Roseland Creek Community Park Master Plan, Santa Rosa, CA*
- Veterans Memorial Beach Master Plan, Sonoma County, CA*



BSK ASSOCIATES
Livermore, CA

REGISTRATION
CA Geotech. Engineer, #64025

CRISTIANO MELO, PE, GE | Lead Geotechnical Engineer

Cristiano is a licensed Civil and Geotechnical Engineer in the State of California with nearly of 23 years of engineering experience supporting projects ranging from design of shallow and deep foundations to retaining walls, pavements evaluation and rehabilitation studies, earthwork, hillside grading, site drainage, subgrade stabilization, numerous parks, and slope stability analysis.

YEARS EXPERIENCE
23 years, 10 with firm

RELEVANT PROJECTS

- Grove Park Improvements, Berkeley, CA*
- Marchetti Park, Antioch, CA*
- Premier Fields, Pittsburg, CA*
- McCoy Creek Trail Phase II, Suisun City, CA*
- Wallis Ranch Community Park, Dublin, CA*



GROUP 4 ARCHITECTURE
San Francisco, CA

REGISTRATION
CA Architect, C24206
LEED AP, BD+C

DAWN MERKES, AIA LEED | Principal

Dawn Merkes is an active proponent of user-based planning for public projects. With her strong communication skills and excellent public meeting facilitation abilities, Dawn excels in working with communities and stakeholders to create a vision that leads facilities that have a significant impact on people's daily lives. She brings an excellent record in managing the public engagement, community outreach, and architectural planning for complex and high-profile public community and recreation projects.

RELEVANT PROJECTS

- San Rafael Essential Facilities & Civic Center Plan, San Rafael, CA*
- San Rafael Library Master Plan, San Rafael, CA*
- Pickleweed Park Community Center & Library, San Rafael, CA*
- Burlingame Community Center, Burlingame, CA*

STATEMENT OF QUALIFICATIONS

MASTER PLAN REFERENCES

OLIVIA LEMEN

Director of Parks and Recreation

Town of Windsor

Tel: (707) 838-5383 | Email: olemen@townofwindsor.com

Project: Keiser Park Master Plan Update — Gates + Associates is collaborating with the Town of Windsor to develop a new vision for Keiser Park that best serves the needs of the community into the future and illustrates a community-backed concept for the expansion properties acquired by the Town. Community outreach was conducted between 2022 to 2023 and included pop-up events, online surveys, a virtual webinar, and presentations to councils and commissions throughout the process. Our team developed three unique design concepts for the public to respond to, all emphasizing themes important to the community. Once a preferred alternative is selected, cost estimates, funding strategies, partnership opportunities and phasing alternatives will be identified within the Master Plan along with environmental review.

Plan Document Website (DRAFT Plan - not yet public):

<https://gatesassociates.sharefile.com/d-sada06bdc0d204674be13a8a7948d1764>

CAROLINE VEDDER

Associate Civil Engineer

City of Fairfield

Tel: (707) 428-7484 | Email: cvedder@fairfield.ca.gov

Project: Matt Garcia Community Park — Gates is currently working with the City of Fairfield to develop a comprehensive Master Plan for the future Matt Garcia Community Park. The 50-acre park will include a wide range of active and passive recreation opportunities with the community demonstrating desires for soccer fields, an adventure playground, tennis and pickleball courts, and all-wheels track, outdoor amphitheater, a trail & path network and picnic areas- all included in the preferred alternative. The project involved robust community outreach effort that included online surveys, pop-up events and stakeholder interviews.

Plan Document Website (DRAFT Plan - not yet public):

<https://gatesassociates.sharefile.com/d-scf747f27f6014636aa8f8387b19409c9>

MICHAEL BLONDINO

District Administrator

Carmichael Recreation & Park District

Tel: (916) 485-5322 | Email: mblondino@carmichaelpark.com

Project: Carmichael Recreation & Park District Master Plan Update — Gates + Associates directly performed the master plan for the Carmichael Recreation Park District which features 13 parks and facilities. The update is intended to serve as a guide for policy decisions; prioritizing and balancing demands and opportunities; providing a framework for park and facility improvements and other expenditures for parks and recreation activities. This project involved a robust community outreach process, which involved in-person and virtual community events; multiple focus groups to better understand & hear from specific demographic groups; a dedicated project website and social media plan; and a thorough public review process of Draft Master Plan Update.

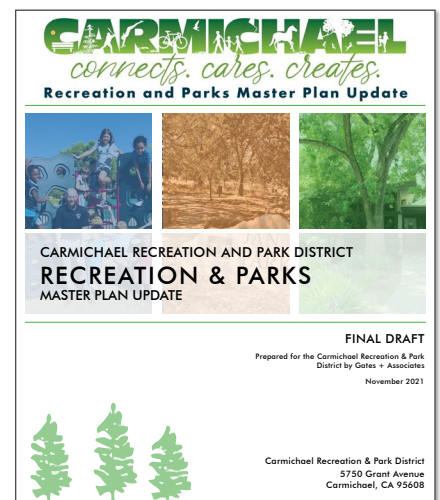
Plan Document Website: <https://www.carmichaelpark.com/files/a5335dbf1/2021+-11+-+01+Carmichael+MP+-+Reduced+%281%29.pdf>



Photosimulation of Park Entry for Keiser Park, Windsor, CA



Social Media Collateral for Matt Garcia Community Park Master Plan, Fairfield, CA



Final Plan Document for Carmichael Recreation & Parks Master Plan Update



TECHNICAL COMPETENCE

Scope of Services |

Fee Summary by Company |

Schedule |

**Scope of work and fees
revised 1/10/24**

TERRA LINDA PARK & COMMUNITY CENTER MASTER PLAN
City of San Rafael

TASK 1 – PROJECT MANAGEMENT

The objective of this task is to meet with the project team, visit the project site, review background materials, and proactively manage the project by addressing issues in a timely manner to maintain the project schedule.

Subtask 1.1 – Project Management

Manage all aspects of the project including consultants, schedule, meetings, and deliverables. Provide copies of agendas and other meeting materials to the City in advance of meetings.

Subtask 1.2 – Project Kick-off Meeting

Host project kick-off meeting (virtual) to confirm project details and expectations:

- Review project goals and challenges.
- Establish roles and communication protocols between team members and City staff.
- Identify potential stakeholders.
- Review community outreach strategy.
- Discuss and adopt a baseline schedule with key milestones for the project.
- Identify background/resource materials.

Subtask 1.3 – Progress Reports & Meetings

Provide weekly email updates and bi-weekly virtual check-ins with City staff and the project team to ensure productive communication regarding upcoming tasks, project progress, and project schedule.

DELIVERABLES:

Project Plan & Schedule
Weekly Progress Emails

MEETINGS:

Kickoff Meeting (virtual) (1)
Bi-weekly Virtual Check-ins (24)

TASK 2 – DATA GATHERING & SITE EVALUATION

The objective of this task is to develop an understanding of site opportunities and constraints through review of previous studies, staff interviews, site reconnaissance, and research.

Subtask 2.1 – Existing Document Review

Review existing site assessments, 2022 Citywide Parks and Recreation Master Plan, General Plan 2040, as-built plans, and other related documents to establish context and gather information for the project.

Subtask 2.2 – Site Visit and Reconnaissance

Perform two (2) site visits with City staff. Inspect and inventory the project area to review access, use patterns, structure interface, circulation, existing trees, perimeter conforms, irrigation services/equipment, and any possible conflicts with existing infrastructure.

Perform (1) site visit (at same time as one visit discussed above) with City staff to walk existing building and summarize facilities condition, programs and operations.

Subtask 2.3 – Needs Assessment

Analyze existing site conditions with consideration given to inclusivity, quantity, condition, cultural relevancy, connections, programs, and services.

- Identify currently unmet site and building needs using site assessment data and benchmarking.

- Assess current programs, services, and maintenance at the park site in relation to present and future goals, objectives, and directives.
- Access current programs, services, and maintenance at the Community Center site in relation to present and future goals, objectives, and directives.
- Consider demographics, recreation trends, community values, and the improvement of health and environmental outcomes in the analysis.

DELIVERABLES:

Summary of Assessment Findings

MEETINGS:

Site Visits with City Staff (2)

TASK 3 - PUBLIC ENGAGEMENT

The purpose of this task is to proactively engage the community in developing a vision for the Terra Linda Park and Community Center Master Plan.

Subtask 3.1 – Community Outreach Plan

Work with City staff to develop a community outreach plan. The plan will identify the specific channels for each round of outreach. We are assuming two (2) rounds with multiple input opportunities in each round to create a consistent data set.

Round 1: Likes, Needs, and Wants

Identify current usage trends, as well as amenities and programs the community desires for the site.

Participation Avenues:

- Project Website (designed and hosted by GATES at project-specific web address)
- Community meetings (2 virtual and 2 in-person)
- Online Survey
- One (1) Pop-up activity/station at a community event, meeting, and/or the site

Round 2: Priorities and Concept Alternatives

Develop and present preliminary concept alternatives and identify community preferences and priorities.

Participation Avenues:

- Project Website
- Stakeholder Meetings/Focus Groups
- Online Survey
- One (1) Community Workshop
- One (1) Pop-up activity/station at a community event, meeting, and/or the site

This task also includes the following outreach efforts:

- Develop project tagline/logo to be a consistent brand in all outreach communication.
- Prepare outreach collateral pieces (flyer, mailer, poster, etc.) to promote public engagement activities.
Assume four (4) template pieces created in both English and up to two (2) other languages, updated for each round/event.
- Create a schedule for announcements, events, and other awareness-building.
- Work with the City to identify appropriate communication channels. These might include:
 - Social media
 - Informational booth at City events or meetings
 - Newsletter for local schools/community groups
 - Signage at project site

- Work with the City to identify and reach out to potential co-sponsors or co-promoters and community enhancers to assist with outreach efforts.
- Provide documentation of the community engagement strategies and processes implemented, as well as the results of those efforts.

Subtask 3.2 – Project Website/Social Media

Utilize virtual platforms to increase community awareness and share information about the project.

Website

Gates to provide content and graphics to City to host on City-managed project webpage.

Manage comments, provide content and six (6) updates over the course of the project to keep the community informed, share survey results, and promote input opportunities including a frequently-asked-questions section.

Social Media

City will post social media content provided by the consultant to appropriate City-managed social media accounts, e.g., Facebook, Instagram, X (formerly Twitter), and/or Nextdoor.

Consultant to provide:

- Shareable text, graphics, images, and hashtags.
- Recommendations for posting schedules.

City to monitor sites. Gates to consult on responses to community input.

Subtask 3.3 – Online Survey

Develop surveys for Round 1 and Round 2 to gather input from participants in an online-based format.

- Online surveys will be created through Survey Monkey by Consultant.
- Links to surveys to be distributed by City via additional online media such as Instagram, NextDoor, and Facebook, as well as posted on the project website/webpage.
- Results will be analyzed and tabulated by consultant.a

Work with City staff to identify locations where supplemental “hard copies” can be available and to post flyers at key locations (line at grocery store, City Hall, library) to encourage online survey participation. (English and Spanish)

Subtask 3.4 – Community Meetings and Stakeholder Focus Groups

Plan and facilitate stakeholder focus discussion groups around key topics. Work with the City to identify Key Stakeholders to provide understanding of expectations, insights, and opportunities.

Stakeholders may include:

- Park user groups
- Neighborhood Associations
- Service Organizations
- Local Community Leaders
- Other Advocacy Groups

Work with City staff to notify stakeholder groups and solicit their participation in virtual or in person meetings. Prepare agendas, presentations, and materials to facilitate discussion.

Potential meeting topics might include:

- Unmet recreation needs
- Design criteria for specific amenities (nature playground, amphitheater/gathering space, etc.)
- Potential partnerships

- Preferred alternative
- Phasing priorities

Subtask 3.5 – Community Meetings, Workshops, and Pop-ups

Host (5) community-wide meetings with varying dates, times, locations, and formats to capture as much input as possible. Each event will provide project updates and interactive opportunities for community members to provide input on the project.

Prepare exhibit materials to facilitate discussion and collect feedback.

- For in-person meetings and pop-up events, City to arrange for space and provide tents/tables, etc. Consultant to provide exhibits and run stations.
- For virtual workshops, Consultant to host meeting, prepare materials, and facilitate discussion.

Community meeting summaries and recordings will be posted to the project website and allow for continued virtual input.

Subtask 3.6 – Public Meetings

- (2) Presentations at the Parks and Recreation Commission
- (2) Presentations at City Council meetings

DELIVERABLES:

Community Engagement Plan
 Draft and Final Online Surveys
 Draft and Final Outreach Materials
 Pop-Up/Workshop Event Materials
 Public Meeting Package and Presentation
 Outreach Summary

MEETINGS:

Rd 1 Community meeting (virtual) (1)
 Rd 1 Community meeting (in-person) (1)
 Rd 1 Focus group meetings (1-2)
 Rd 2 Virtual Community Workshop (1)
 Rd 1 & 2 Pop-Ups (2)
 Park and Recreation Commission (2)
 City Council (2)

TASK 4 – DRAFT MASTER PLAN

The objective of this task is to develop alternative scenarios for the park based on an understanding of the site and community and stakeholder input and to identify a preferred option.

Subtask 4.1 – Vision Framework

Based on outreach efforts and need assessment, develop a vision framework including:

- Guideline Principles – to be used in evaluation of alternatives and in the development of goals and objectives.
- Draft program of desired exterior recreation opportunities and site elements to meet community recreation needs.
- Draft building program of desired reaction programs and service opportunities and building elements to meet community recreation needs.

Subtask 4.2 – Concept Alternatives

Prepare two (2) alternative Concept Plans to scale illustrating functional relationships, circulation hierarchy, use spaces, buffers, and park facilities.

- Programmed recreation spaces – including spaces that support community recreation such as group exercise spaces, outdoor sports courts, and play equipment
- Programmed community/recreation center spaces
- Site access and circulation options.

- Constraints and potential impacts (noise, light, air, traffic, and safety).
- Other innovative alternatives that may have emerged through community participation.

Review alternatives with City Staff to identify a preferred option with potential alternatives to share with Stakeholders and public.

Prepare presentation material to present concept alternatives and findings from public input to the Park and Recreation Commission and City Council.

Subtask 4.3 – Preferred Alternative

Prepare an annotated Illustrative Site Plan.

Prepare overall site diagrams describing design intent which might include:

- Circulation hierarchy
- Grading / stormwater concept
- Utility improvement
- Recreation amenity locations
- Landscape concept
- Building concept

Refine preferred alternative to create DRAFT Master Plan based on stakeholder and public input.

TASK 5 –MASTER PLAN

The objective of this task is to refine the preferred alternative into a ‘blueprint’ for park improvements.

Subtask 5.1 – Master Plan Update

Work with Staff to update the Master Plan based on Park & Recreation Commission, Council and Community input.

Subtask 5.2 – Funding Strategies

Work with City Staff to explore funding options:

Grants

- Review potential grant sources with City Staff to identify City candidates.
- Review requirements of potential grant services to ensure the Master Plan process provides the required documentation (e.g., inclusive outreach is often a key criteria).

Partnerships

- Work with staff to identify any potential funding partners – non-profits, school districts, program operators, businesses, agencies.

Revenue Generation

- Identify potential operation revenue sources.

CIP

- Identify potential budget for CIP funding over the next 10 years.

Impact Fees

- Identify potential funds and timing of funds from Development Impact Fees.

Subtask 5.3 – Cost Estimate

Develop cost estimates for proposed improvements including City administration cost, and professional services fees. Break cost estimate into segments to align with phasing.

Subtask 5.4 – Phasing Strategy

Based on Community priorities, logical construction sequencing and potential CIP and other funding opportunities. Develop a preliminary phasing plan.

Work with staff to review phasing and refine the Master Plan as necessary.

Subtask 5.5 – Master Plan Document

Consolidate process, findings and recommendations into a summary document which may include:

- Executive Summary
- Background (purpose of document, history of project, site analysis)
- Goals and Objectives
- Community Input Summary
- Design Process, Alternatives, and Character
- Preferred Site Design and cost estimate
- Implementation Strategy (financial and action plans)

Subtask 5.6 – Final Master Plan

- Present Final Master Plan and Phasing Strategy to City Council
- Work with staff to incorporate City Council comments into the final document

DELIVERABLES:

Refined Master Plan Evaluation
 Cost Estimate for Preferred Conceptual Design
 Funding Strategies Matrix
 Phasing Plan
 Draft Summary
 Master Plan Document
 Final Master Plan (1 printed, bound color copy & 1
 electronic copy in Word & PDF)
 Presentation materials

TASK 6 – ENVIRONMENTAL REVIEW

The objective of this task is to provide the necessary environmental review pursuant to the California Environmental Quality Act for the preferred alternative. This scope of work assumes that the proposed Master Plan will qualify for a Categorical Exemption (CE) pursuant to CEQA Guidelines Section 15301 Existing Facilities (Class 1) and that the City will provide all necessary technical reports and data.

If there are no substantial changes to the preferred alternative during Task 5, this task can overlap or proceed concurrently with Task 5.

Subtask 6.1 – Preparation of Categorical Exemption Justification Memorandum and Notice of Exemption

DJP&A will prepare a CE Justification Memorandum that documents how the project qualifies for a Class 1 exemption under CEQA and does not meet any of the exceptions to the exemptions identified in CEQA Guidelines Section 15300.2. This scope assumes the City shall provide all necessary technical reports and data to substantiate the CE to DJP&A. The technical documentation required will be based upon the improvements proposed in Master Plan.

- Submit an administrative draft memo and draft Notice of Exemption (NOE) to the City for review and comment
- Finalize the memo and NOE based on City comments

This scope assumes the City will file the NOE at the County Clerk and State Clearinghouse.

TASK 7 – OPTIONAL SERVICES

Subtask 7.1 – Limited Geotechnical Investigation

A limited geotechnical investigation consisting of advancing up to four (4) shallow hand auger borings to depth of up to 5 feet below the ground surface will be performed. The investigation will include limited laboratory testing and preparation of a geotechnical report presenting geotechnical recommendations for playground improvements, fencing, exterior flatwork, and asphalt paved walkways.

Subtask 7.2 – Grant Writing**KEY ASSUMPTIONS**

The scope, schedule, and budget outlined in this proposal are predicated on the limitations and assumptions described below:

- All documents will be provided electronically to the City for review and reproduction.
- City to print all collateral for Community Engagement noticing (to be determined in community engagement plan), Gates to provide graphics.
- City to post on Social Media accounts, Gates to provide digital graphics.
- City to provide in-person translation services (if needed).
- All comments received from the City shall be consolidated from ALL departments, concise and non-contradictory prior to distribution to the project team.
- City is responsible for public noticing publication costs for the draft IS review period and filing the Notice of Intent with the county clerk.

KEY EXCLUSIONS

The project exclusions not included within the scope of work are described below:

- Topographic, Utility, and Boundary Survey (BKF has current on-call contract with City and will perform, if needed, under that contract)
- Title Report
- Construction Documentation
- Arborist Services

		2024											2025		
		Feb.	Mar.	Apr.	May	June	July	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.
TASK 1 - PROJECT MANAGEMENT															
Subtask 1.1	Project Management														
Subtask 1.2	Project Kick-Off Meeting	●													
Subtask 1.3	Progress Reports & Meetings		● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●	● ●
TASK 2 - DATA GATHERING & SITE EVALUATION															
Subtask 2.1	Existing Document Review														
Subtask 2.2	Site Visit & Reconnaissance														
Subtask 2.3	Needs Assessment														
TASK 3 - PUBLIC ENGAGEMENT															
Subtask 3.1	Community Outreach Plan														
Subtask 3.2	Project Website/Social Media														
Subtask 3.3	Online Survey														
Subtask 3.4	Stakeholder Focus Groups				◆	◆	◆	◆							
Subtask 3.5	Community Workshops & Pop-Ups				◆			◆							
Subtask 3.6	Public Meetings									■	■				■ ■
TASK 4 - DRAFT MASTER PLAN															
Subtask 4.1	Vision Framework														
Subtask 4.2	Concept Alternatives														
Subtask 4.3	Preferred Alternative														
TASK 5 - MASTER PLAN															
Subtask 5.1	Master Plan Update														
Subtask 5.2	Funding Strategies														
Subtask 5.3	Cost Estimate														
Subtask 5.4	Phasing Strategy														
Subtask 5.5	Master Plan Document														
Subtask 5.6	Final Master Plan														
TASK 6 - ENVIRONMENTAL REVIEW															
Subtask 6.1	CE Justification Memorandum and NOE														
OPTIONAL TASK 7															
Subtask 7.1	Limited Geotechnical Investigation														
Subtask 7.2	Grant Writing														

- Staff Meeting (Virtual)
- ◆ Community Meeting (workshop and pop-ups)
- Public Meeting (Commission, Council)

	SUMMARY BY COMPANY					SUBTOTAL
	GATES + ASSOCIATES	BKF Engineers	BSK Associates	Group4	DJPA	
TASK 1 - PROJECT MANAGEMENT						
Subtotal Fee	\$12,550	\$3,808	\$0	\$0	\$1,030	\$17,388
TASK 2 - DATA GATHERING & SITE EVALUATION						
Subtotal Fee	\$7,300	\$7,714	\$0	\$4,320	\$422	\$19,756
TASK 3 - PUBLIC ENGAGEMENT						
Subtotal Fee	\$26,060	\$0	\$0	\$7,200	\$0	\$33,260
TASK 4 - DRAFT MASTER PLAN						
Subtotal Fee	\$14,720	\$9,720	\$0	\$14,400	\$0	\$38,840
TASK 5 - MASTER PLAN						
Subtotal Fee	\$17,870	\$888	\$0	\$3,600	\$0	\$22,358
TASK 6 - ENVIRONMENTAL REVIEW						
Subtotal Fee	\$0	\$0	\$0	\$0	\$13,248	\$13,248
TOTAL BASE SCOPE FEE	\$78,500	\$22,130	\$0	\$29,520	\$14,700	\$144,850
Reimbursable Allowance	\$ 2,500	\$ 500	\$ -	\$ 2,500	\$ -	\$ 5,500
TOTAL w/REIMBURSABLES						\$150,350
OPTIONAL TASK 7						
Subtotal Fee Optional Task		\$4,560	\$11,908			\$ 16,468
TOTAL WITH OPTIONAL TASK						\$ 166,818



APPENDIX

Fee Proposals by Firm |

		GATES + ASSOCIATES					
		Partner	Associate Principal	Outreach Coordinator	Planner	Project Designer	
Hourly Rate		\$230	\$200	\$165	\$140	\$140	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT							
Subtask 1.1	Project Management		18		16		
Subtask 1.2	Project Kick-off meeting	2	2	2	2	2	
Subtask 1.3	Progress Reports & Meetings		8		24		
SUBTASK HOURS		2	28	2	42	2	
SUBTOTAL FEE		\$460	\$5,600	\$330	\$5,880	\$280	\$12,550
TASK 2 - DATA GATHERING & SITE EVALUATION							
Subtask 2.1	Existing Document Review	2	4		4	2	
Subtask 2.2	Site Visit and Reconnaissance		4		4	4	
Subtask 2.3	Needs Assessment		8		8	4	
SUBTASK HOURS		2	16	0	16	10	
SUBTOTAL FEE		\$460	\$3,200	\$0	\$2,240	\$1,400	\$7,300
TASK 3 - CONCEPTUAL AND SCHEMATIC DESIGN							
Subtask 3.1	Community Outreach Plan			12			
Subtask 3.2	Project Website/Social Media			16			
Subtask 3.3	Online Survey			16			
Subtask 3.4	Community Meetings		8	16	8		
Subtask 3.5	Community Workshop & Pop-Ups		30	30	4		
Subtask 3.6	Public Meetings	4	2	2	2		
SUBTASK HOURS		4	40	92	14	0	
SUBTOTAL FEE		\$920	\$8,000	\$15,180	\$1,960	\$0	\$26,060
TASK 4 - DRAFT MASTER PLAN							
Subtask 4.1	Vision Framework		4		12	4	
Subtask 4.2	Concept Alternatives		4		12	36	
Subtask 4.3	Preferred Alternative		4		8	16	
SUBTASK HOURS		0	12	0	32	56	
SUBTOTAL FEE		\$0	\$2,400	\$0	\$4,480	\$7,840	\$14,720
TASK 5 - MASTER PLAN							
Subtask 5.1	Master Plan Update		4	2	16	8	
Subtask 5.2	Funding Strategies		4		4		
Subtask 5.3	Cost Estimates		4		16		
Subtask 5.4	Phasing Strategy		4		8		
Subtask 5.5	Master Plan Document		2	2	16	8	
Subtask 5.6	Final Master Plan		2	2	8	8	
SUBTASK HOURS		0	20	6	68	24	
SUBTOTAL FEE		\$0	\$4,000	\$990	\$9,520	\$3,360	\$17,870
TASK 6 - ENVIRONMENTAL REVIEW							
Subtask 6.1	CE Justification Memorandum and NOE						
SUBTASK HOURS		0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE SCOPE							\$78,500
Reimbursable Allowance							\$ 2,500
OPTIONAL TASKS							
Subtask 7.1	Grant Writing						
Subtask 7.2	Limited Geotechnical Investigation						
SUBTASK HOURS		0	0	0	0	0	0
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0
TOTAL WITH OPTIONAL TASK							\$81,000

		BKF Engineers							
		Principal	Associate Principal	Project Manager	Sr. Project Manager	Design Engineer	Funding Strategies Manager	Project Coordinator	
Hourly Rate		\$302	\$273	\$260	\$222	\$170	\$190	\$142	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT									
Subtask 1.1	Project Management			4					
Subtask 1.2	Project Kick-off meeting	2		2					
Subtask 1.3	Progress Reports & Meetings			4					
SUBTASK HOURS		4	0	10	0	0	0	0	
SUBTOTAL FEE		\$1,208	\$0	\$2,600	\$0	\$0	\$0	\$0	\$3,808
TASK 2 - DATA GATHERING & SITE EVALUATION									
Subtask 2.1	Existing Document Review			1	4	4			
Subtask 2.2	Site Visit and Reconnaissance			4	4				
Subtask 2.3	Needs Assessment	1		2	8	8			
SUBTASK HOURS		1	0	7	16	12	0	0	
SUBTOTAL FEE		\$302	\$0	\$1,820	\$3,552	\$2,040	\$0	\$0	\$7,714
TASK 3 - CONCEPTUAL AND SCHEMATIC DESIGN									
Subtask 3.1	Community Outreach Plan								
Subtask 3.2	Project Website/Social Media								
Subtask 3.3	Online Survey								
Subtask 3.4	Stakeholder Focus Group								
Subtask 3.5	Community Workshop & Pop-Ups								
Subtask 3.6	Public Meetings								
SUBTASK HOURS		0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 4 - DRAFT MASTER PLAN									
Subtask 4.1	Vision Framework								
Subtask 4.2	Concept Alternatives	4		4	8	4			
Subtask 4.3	Preferred Alternatives	2		4	6	12			
Subtask 4.4	Limited Geotechnical Investigation								
SUBTASK HOURS		6	0	8	14	16	0	0	
SUBTOTAL FEE		\$1,812	\$0	\$2,080	\$3,108	\$2,720	\$0	\$0	\$9,720
TASK 5 - MASTER PLAN									
Subtask 5.1	Master Plan Update								
Subtask 5.2	Funding Strategies								
Subtask 5.3	Cost Estimates				4				
Subtask 5.4	Phasing Strategy								
Subtask 5.5	Master Plan Document								
Subtask 5.6	Final Master Plan								
SUBTASK HOURS		0	0	0	4	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$888	\$0	\$0	\$0	\$888
TASK 6 - ENVIRONMENTAL REVIEW									
Subtask 6.1	CE Justification Memorandum and NOE								
SUBTASK HOURS		0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL BASE SCOPE									\$22,130
Reimbursable Allowance									\$ 500
OPTIONAL TASKS									
Subtask 7.1	Grant Writing						24		
Subtask 7.2	Limited Geotechnical Investigation								
SUBTASK HOURS		0	0	0	0	0	24	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$4,560	\$0	\$4,560
TOTAL WITH OPTIONAL TASK									\$26,690

		BSK Associates									
		Principal	Project Professional II	Project Professional I	Staff Professional II	Administrative Assistant	Group 3 Geotechnical Professional (Regular)	Group 3 Geotechnical Professional (Overtime)	Laboratory Testing	Expenses	
Hourly Rate		\$285	\$235	\$200	\$175	\$100	\$185	\$277.50	\$1	\$1	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT											
Subtask 1.1	Project Management										
Subtask 1.2	Project Kick-off meeting										
Subtask 1.3	Progress Reports & Meetings										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 2 - DATA GATHERING & SITE EVALUATION											
Subtask 2.1	Existing Document Review										
Subtask 2.2	Site Visit and Reconnaissance										
Subtask 2.3	Needs Assessment										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 3 - CONCEPTUAL AND SCHEMATIC DESIGN											
Subtask 3.1	Community Outreach Plan										
Subtask 3.2	Project Website/Social Media										
Subtask 3.3	Online Survey										
Subtask 3.4	Stakeholder Focus Group										
Subtask 3.5	Community Workshop & Pop-Ups										
Subtask 3.6	Public Meetings										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 4 - DRAFT MASTER PLAN											
Subtask 4.1	Vision Framework										
Subtask 4.2	Concept Alternatives										
Subtask 4.3	Preferred Alternatives										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 5 - MASTER PLAN											
Subtask 5.1	Master Plan Update										
Subtask 5.2	Funding Strategies										
Subtask 5.3	Cost Estimates										
Subtask 5.4	Phasing Strategy										
Subtask 5.5	Master Plan Document										
Subtask 5.6	Final Master Plan										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK 6 - ENVIRONMENTAL REVIEW											
Subtask 6.1	CE Justification Memorandum and NOE										
SUBTASK HOURS		0	0	0	0	0	0	0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL BASE SCOPE											\$0
Reimbursable Allowance											\$ -
OPTIONAL TASKS											
Subtask 7.1	Grant Writing										
Subtask 7.2	Limited Geotechnical Investigation	11.5	4	4	12	1	8	4	2100	400	
SUBTASK HOURS		11.5	4	4	12	1	8	4	2100	400	
SUBTOTAL FEE		\$3,278	\$940	\$800	\$2,100	\$100	\$1,480	\$1,110	\$2,100	\$400	\$11,908
TOTAL WITH OPTIONAL TASK											\$11,908

	Group4	
	Associate	Principal
Hourly Rate	\$180	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT		
Subtask 1.1	Project Management	
Subtask 1.2	Project Kick-off meeting	
Subtask 1.3	Progress Reports & Meetings	
SUBTASK HOURS	0	
SUBTOTAL FEE	\$0	\$0
TASK 2 - DATA GATHERING & SITE EVALUATION		
Subtask 2.1	Existing Document Review	8
Subtask 2.2	Site Visit and Reconnaissance	8
Subtask 2.3	Needs Assessment	8
SUBTASK HOURS	24	
SUBTOTAL FEE	\$4,320	\$4,320
TASK 3 - CONCEPTUAL AND SCHEMATIC DESIGN		
Subtask 3.1	Community Outreach Plan	
Subtask 3.2	Project Website/Social Media	
Subtask 3.3	Online Survey	8
Subtask 3.4	Stakeholder Focus Group	12
Subtask 3.5	Community Workshop & Pop-Ups	12
Subtask 3.6	Public Meetings	8
SUBTASK HOURS	40	
SUBTOTAL FEE	\$7,200	\$7,200
TASK 4 - DRAFT MASTER PLAN		
Subtask 4.1	Vision Framework	10
Subtask 4.2	Concept Alternatives	35
Subtask 4.3	Preferred Alternatives	35
SUBTASK HOURS	80	
SUBTOTAL FEE	\$14,400	\$14,400
TASK 5 - MASTER PLAN		
Subtask 5.1	Master Plan Update	4
Subtask 5.2	Funding Strategies	2
Subtask 5.3	Cost Estimates	4
Subtask 5.4	Phasing Strategy	2
Subtask 5.5	Master Plan Document	4
Subtask 5.6	Final Master Plan	4
SUBTASK HOURS	20	
SUBTOTAL FEE	\$3,600	\$3,600
TASK 6 - ENVIRONMENTAL REVIEW		
Subtask 6.1	CE Justification Memorandum and NOE	
SUBTASK HOURS	0	
SUBTOTAL FEE	\$0	\$0
TOTAL BASE SCOPE		\$29,520
Reimbursable Allowance		\$ 2,500
OPTIONAL TASKS		
Subtask 7.1	Grant Writing	
Subtask 7.2	Limited Geotechnical Investigation	
SUBTASK HOURS	0	
SUBTOTAL FEE	\$0	\$0
TOTAL WITH OPTIONAL TASK		\$32,020

		David J. Powers & Associates			
		Principal	Project Manager	Graphic Artist	
Hourly Rate		\$304	\$211	\$124	SUBTOTAL
TASK 1 - PROJECT MANAGEMENT					
Subtask 1.1	Project Management				
Subtask 1.2	Project Kick-off meeting	2	2		
Subtask 1.3	Progress Reports & Meetings				
SUBTASK HOURS		2	2	0	
SUBTOTAL FEE		\$608	\$422	\$0	\$1,030
TASK 2 - DATA GATHERING & SITE EVALUATION					
Subtask 2.1	Existing Document Review				
Subtask 2.2	Site Visit and Reconnaissance		2		
Subtask 2.3	Needs Assessment				
SUBTASK HOURS		0	2	0	
SUBTOTAL FEE		\$0	\$422	\$0	\$422
TASK 3 - CONCEPTUAL AND SCHEMATIC DESIGN					
Subtask 3.1	Community Outreach Plan				
Subtask 3.2	Project Website/Social Media				
Subtask 3.3	Online Survey				
Subtask 3.4	Stakeholder Focus Group				
Subtask 3.5	Community Workshop & Pop-Ups				
Subtask 3.6	Public Meetings				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TASK 4 - DRAFT MASTER PLAN					
Subtask 4.1	Vision Framework				
Subtask 4.2	Concept Alternatives				
Subtask 4.3	Preferred Alternatives				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TASK 5 - MASTER PLAN					
Subtask 5.1	Master Plan Update				
Subtask 5.2	Funding Strategies				
Subtask 5.3	Cost Estimates				
Subtask 5.4	Phasing Strategy				
Subtask 5.5	Master Plan Document				
Subtask 5.6	Final Master Plan				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TASK 6 - ENVIRONMENTAL REVIEW					
Subtask 6.1	CE Justification Memorandum and NOE	15	40	2	
SUBTASK HOURS		15	40	2	
SUBTOTAL FEE		\$4,560	\$8,440	\$248	\$13,248
TOTAL BASE SCOPE					\$14,700
Reimbursable Allowance					\$ -
OPTIONAL TASKS					
Subtask 7.1	Grant Writing				
Subtask 7.2	Limited Geotechnical Investigation				
SUBTASK HOURS		0	0	0	
SUBTOTAL FEE		\$0	\$0	\$0	\$0
TOTAL WITH OPTIONAL TASK					\$14,700



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: PICKLEWEED PARK ENHANCEMENT PROJECT

SUBJECT: AUTHORIZE THE CITY MANAGER TO ENTER INTO THE FIRST AMENDMENT TO PROFESSIONAL SERVICE AGREEMENT WITH GATES + ASSOCIATES FOR ADDITIONAL LANDSCAPE ARCHITECTURAL AND ENGINEERING DESIGN SERVICES ASSOCIATED WITH THE PICKLEWEED PARK ENHANCEMENT PROJECT, IN THE AMOUNT NOT TO EXCEED \$47,600, AND APPROPRIATE FUNDING FOR THE AMENDMENT, FOR A TOTAL NOT TO EXCEED CONTRACT AMOUNT OF \$546,344

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Authorize the City Manager to execute a first amendment to the professional services agreement with Gates + Associates for additional landscape architectural and engineering design services associated with the Pickleweed Park Enhancement Project, in the amount not to exceed \$47,600, for a total not-to-exceed contract amount of \$546,344, and
- 2) Authorize a supplemental budget appropriation of \$47,600 from available General Fund balance set aside for priority capital projects.

BACKGROUND:

The Pickleweed Park Enhancement Project proposes to add several park amenities, including a synthetic turf field, basketball/sport court, playground structure for children under five, fitness equipment for adults, shaded seating, and a gazebo. To facilitate the design of this project, the City Council awarded a professional services agreement to Gates + Associates for landscape architectural and engineering design services in the amount not to exceed \$498,734 on [November 7, 2022](#).

ANALYSIS:

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

City staff have been working on coordinating the Pickleweed Park Enhancement Project and the Tiscornia Marsh Restoration Project, which is currently being designed under the direction of the Marin Audubon Society (MAS).

The two proposed projects are located adjacent to each other and are anticipated to have overlapping construction windows. The Tiscornia Marsh Restoration Project will take place over several years, while the Pickleweed Park Enhancement Project is estimated to last six months. Although these project duration estimates are dependent on the presence of protected nesting birds, the City's park enhancement project should be completed before the marsh restoration project. A design is needed for this interim condition when the City's park project is nearing completion and needs to tie into the partially completed marsh restoration project. City staff have requested a proposal from Gates + Associates to design this interim condition and help coordinate with MAS' design consultant.

FISCAL IMPACT:

The proposal from Gates + Associates to provide additional landscape architectural and engineering design services totals \$47,600. This would increase their total contract amount to \$546,344.

A supplemental budget appropriation in the amount of \$47,600 is required to cover this 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 supplemental budget appropriations as recommended.
2. Do not authorize the City Manager to enter into the agreement nor supplemental budget appropriations and provide further direction to staff.

RECOMMENDED ACTION:

Staff recommends that the City Council:

- 1) Authorize the City Manager to execute a first amendment to the professional services agreement with Gates + Associates for additional landscape architectural and engineering design services associated with the Pickleweed Park Enhancement Project, in the amount not-to-exceed \$47,600, for a total not-to-exceed contract amount of \$546,344, and
- 2) Authorize a supplemental budget appropriation of \$47,600 from available General Fund balance set aside for priority capital projects.

ATTACHMENTS:

1. First Amendment to the Professional Services Agreement with David L. Gates & Associates, Inc. for Landscape Architectural and Engineering Design Services

**FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH
DAVID L. GATES & ASSOCIATES, INC. FOR LANDSCAPE ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES**

THIS FIRST AMENDMENT to the Professional Services Agreement by and between the **CITY OF SAN RAFAEL** (hereinafter “**CITY**”), and **DAVID L. GATES & ASSOCIATES, INC.** (hereinafter “**CONSULTANT**”), is made and entered into as of

_____.

RECITALS

WHEREAS, the **CITY** and **CONSULTANT** entered into a Professional Services Agreement dated December 1, 2022, to perform professional services in connection with **CITY’S** Landscape Architectural and Engineering Design Services, for an amount not to exceed \$498,734 (the “Agreement”); and

WHEREAS, **CITY** requires additional professional services from the **CONSULTANT**, and the **CONSULTANT** is willing to provide such services.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

1. Article II of the Agreement, entitled “DUTIES OF CONSULTANT” is hereby amended to include the additional services set forth in **CONSULTANT’S** proposal dated September 5, 2023, attached to this Amendment as Exhibit A and incorporated herein by reference.
2. Article IV of the Agreement, entitled “COMPENSATION” is hereby amended to include additional compensation payable to **CONSULTANT** for the services described in Exhibit A to this Amendment, on a fixed fee basis in accordance with the Exhibit A, in a not-to-exceed amount of \$47,600, and to change the total not-to-exceed amount under the Agreement to \$546,344.
3. Except as specifically amended herein, all of the other provisions, terms and obligations of the Agreement between the parties shall remain valid and shall be in full force.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the date first above written.

CITY OF SAN RAFAEL

CONSULTANT

CRISTINE ALILOVICH, City Manager

By:  _____
Casey Case [Feb 8, 2024 16:39 PST]

Name: Casey Case

Title: President

ATTEST:

[If Contractor is a corporation, add signature of second corporate officer]

LINDSAY LARA, City Clerk

By: _____

APPROVED AS TO FORM:

Name: _____

Title: _____

ROBERT F. EPSTEIN, City Attorney

ADDITIONAL WORK AUTHORIZATION #01

Project Number: P6114
Date: September 5, 2023
Project Title: Pickleweed Park Enhancements
To: Joanna Kwok
Company: City of San Rafael
Senior Civil Engineer
Department of Public Works

SCOPE OF WORK:

Coordination with Tiscornia Marsh Project team:

- BKF:** **\$8,250**
- Pickleweed Complex/Field Team and ESA Coordination meetings, phone calls, and correspondence.
 - Conceptually regraded site at conforms located at the north and east to accommodate ultimate levee build out, including new self-retaining drainage swale and prepared Tiscornia Marsh coordination exhibits. This included a total of four (4) exhibits used to assist field team/City coordinate with ESA.

Prepare 65% -100% PS&E for Interim and Final conditions (final drawings shall show all interim items as existing where appropriate):

- BKF:** **\$20,750**
- Additional Sheets will be added to 65% plan package to accommodate new phasing for Interim and final grading conditions.
 - File/drawing update to accommodate interim and final conditions.
 - Interim grading and drainage design. The work required includes modifications to the original sports field design based on new grading limits and site constraints.
 - Revised detailed grading for the final condition to accommodate new confirms with levee, including new surface drainage features at the northwest corner of the field, and extending the accessible path and parking conforms to the final levee improvements.
 - Revise estimate to accommodate phasing.
 - Revisions to stormwater control plan and H&H.

- Atium:** **\$7,500**
- Prepare interim and final electrical, lighting, and low voltage plans
 - Revise site plan, lighting calculations, panel schedules, light fixture schedule, and other items as required to show both interim and final conditions
 - Provide estimates for both interim and final conditions

- RMA:** **\$2,400**

- Revise the irrigation drawings to include interim and final conditions, including separate designs for each as required within the interim project area
- Provide estimates for both interim and final conditions

GATES: **\$8,700**

- Additional Sheets added to 65% plan package to accommodate new phasing for Interim and final conditions.
- Revise estimate to include interim and final conditions.
- Project management and coordination with sub-consultants and City staff.

FEES FOR WORK:

Fixed Rate:..... **\$47,600**

Please return one signed copy of this work authorization to Gates + Associates as soon as possible. If you have questions or comments regarding this matter, please contact us at your earliest convenience.

ISSUED:

AUTHORIZATION CONFIRMED:

BY:  DATE: 2023-09-05 BY: DATE:

MELONIE REYNOLDS, ASSOCIATE PRINCIPAL

PSA 1st Amendment for Landscape Architectural & Engineering Design Services

Final Audit Report

2024-02-09

Created:	2024-02-08
By:	Jonathan Schellin (jonathans@cityofsanrafael.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2n3rRcRjUsJZXdxvnk-sG2ijDJTMJoi


"PSA 1st Amendment for Landscape Architectural & Engineering Design Services" History

-  Document created by Jonathan Schellin (jonathans@cityofsanrafael.org)
2024-02-08 - 6:00:47 PM GMT
-  Document emailed to Casey Case (casey@dgates.com) for signature
2024-02-08 - 6:02:49 PM GMT
-  Email viewed by Casey Case (casey@dgates.com)
2024-02-09 - 0:39:34 AM GMT
-  Document e-signed by Casey Case (casey@dgates.com)
Signature Date: 2024-02-09 - 0:39:48 AM GMT - Time Source: server
-  Agreement completed.
2024-02-09 - 0:39:48 AM GMT



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: ROTARY MANOR CULVERT REPLACEMENT PROJECT

SUBJECT: ACCEPT COMPLETION OF THE ROTARY MANOR CULVERT REPLACEMENT PROJECT, CITY PROJECT NO. 11371, AND AUTHORIZE THE CITY CLERK TO FILE THE NOTICE OF COMPLETION

RECOMMENDATION:
Accept completion of the Rotary Manor Culvert Replacement Project and authorize the City Clerk to file the Notice of Completion.

BACKGROUND:
Rotary Manor, located at 1821 Fifth Avenue, is a senior community housing facility. A culvert exists underneath this property and conveys flows along a historic waterway representing the upper reaches of present-day San Rafael Creek.

The corrugated metal pipe segment of this culvert needed replacement. On [July 10th, 2023](#), the City Council awarded the construction contract to Maggiora & Ghilotti, Inc. in the amount of \$788,700 and approved a construction contingency of \$121,300 for a total appropriation of \$900,000. Construction began on September 5th, 2023, and was completed on January 26th, 2024.

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 period during which project subcontractors may file Stop Notices seeking payment from the City from the funds owed to the Contractor for the project work.

FISCAL IMPACT:
No fiscal impact is associated with this report.

RECOMMENDED ACTION:
Accept completion of the Rotary Manor Culvert Replacement Project and authorize the City Clerk to file the Notice of Completion.

ATTACHMENTS:
1. Notice of Completion

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

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 the City of San Rafael ("City")
3. City's address is 1400 Fifth Ave, San Rafael, CA 94901
4. The nature of City's interest in the Project is:
__ Fee Ownership __ Lessee X Other Public Right of Way Easement
5. Construction work on the Project performed on City's behalf is generally described as follows: Replacement of an existing corrugated metal pipe with a new reinforced concrete box culvert on the Rotary Manor property.
6. The name of the original Contractor for the Project is: Maggiora & Ghilotti, Inc. located at 555 DuBois St, San Rafael CA 94901
7. The Project was accepted as complete on: Feb 5, 2024
8. The Project is located at: 1821 Fifth Ave, San Rafael CA 94901

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

April Miller, Director of Public Works
Name and Title

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



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Jonathan Schellin, Sr. Mgmt.
Analyst

City Manager Approval: 

TOPIC: CITYWIDE JANITORIAL SERVICE AGREEMENTS

SUBJECT: AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A SERVICE AGREEMENT WITH THE LOWEST AND RESPONSIBLE BIDDER FOR UP TO FOUR (4) YEARS FOR CITYWIDE JANITORIAL SERVICES IN THE TOTAL NOT TO EXCEED AMOUNT OF \$274,120 PER FISCAL YEAR.

RECOMMENDATION:

Authorize the City Manager to negotiate and enter into a service agreement with the recommended contractor for up to four (4) years for citywide janitorial services in the total not to exceed amount of \$274,120 per fiscal year.

BACKGROUND:

The City of San Rafael maintains over a dozen city facilities that require routine and frequent on-call cleaning services. The approach to keeping city facilities clean and welcoming to the public varies across each facility and includes full and part-time staff as well as contract services. Contracting for janitorial services at a majority of facilities has allowed the City to control costs, remain flexible in service levels and resources, and ensure that the facilities remain clean and serviceable for the public.

Current contracts for janitorial service are managed by individual departments, including the Public Works Department and Library and Recreation Department. In the past, these departments have been responsible for procuring and contracting for such services. To consolidate these efforts, the Public Works Department developed one request for proposals for bidding the work of both departments.

ANALYSIS:

Combining the City's janitorial service needs into a single bid achieves greater efficiencies, reduces staff time, and realizes cost savings. This also provides an opportunity for improved control measures to ensure cleaning standards are met while incorporating new regulatory requirements such as SB 1383 (Waste Reduction compliance) into the agreements.

The City issued a Request for Proposals (RFP) on January 4, 2024, on the City's bid website. Prospective bidders participated in a subsequent facility tour on January 16, 2024. Bids were due on January 25,

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

2024. The City received five proposals, which were evaluated by staff from the Public Works and Library and Recreation departments.

Of the bids received, Excellent Cleaning Services, LLC. (ECS), offered the best overall pricing package for the facilities included in the bid. Additionally, ECS showed themselves to be highly competent and responsive throughout the bidding process. Their staff have earned a reputation for exceeding standards on previous jobs, and their references reported a positive experience with their service levels and responsiveness.

Excellent Cleaning Services is proposed to have a Service Agreement awarded in the annual not-to-exceed amounts listed in Table 1 below. The agreement will cover the regularly scheduled cleaning needs for City Hall, Public Safety Center, Public Works Building, Downtown Library, Northgate Library, Lucas Valley Childcare Center, Mary Silveira Childcare Center, Parkside Childcare Center, Parkside Childcare Center, Pickleweed Childcare Center, and Vallecito Childcare Center for the entire service agreement. It will also cover the regularly scheduled cleaning needs for Coleman Childcare Center and Glenwood Childcare Center until they're closed in June of 2024. In addition, the agreement will cover non-regularly scheduled cleanings, such as on-call bodily fluid cleaning needs at the Public Safety Center and Detention Facility, and twice a year deep cleaning of select facility floors.

The contractor will be offered an initial contract term of two years. The term may be extended by the City up to two times, each for a period not to exceed one year. In addition, staff recommends maintaining an approved list of the remaining qualified bids in the event the awarded contractor fails to meet the requirements of the agreement. This will allow the City to terminate the contract based on its terms and conditions and secure a new service provider in a more efficient manner, minimizing disruptions to its services to residents. The list of qualified bids and their amounts are included in Table 1 below.

FISCAL IMPACT:

The total cost of the janitorial services under this agreement for year one with Excellent Cleaning Services will not exceed \$250,050. Each subsequent year allows for an increase not to exceed 5% to adjust for inflation and increasing costs for the vendor. This is a \$35,800 savings when compared to the City's current expenses for the same facilities. Sufficient funding is available in the FY2023-24 Public Works and Library and Recreation departmental budgets. Funding for the remaining years of the agreement will be budgeted through the annual budgeting process.

OPTIONS:

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

1. Authorize the City Manager to enter into the agreement.
2. Do not authorize the City Manager to enter into the agreement and provide further direction to staff.

RECOMMENDED ACTION:

Authorize the City Manager to negotiate and enter into a service agreement with the lowest responsive and responsible bidder for up to four (4) years for citywide janitorial services in the total not to exceed amount of \$274,120 per fiscal year.

**City of San Rafael
Proclamation
Presented to
Mark Hedeem**

- WHEREAS,** Mark Hedeem deserves to be honored and recognized due to his many important contributions to the City of San Rafael and positive impact on so many within our community; and
- WHEREAS,** Since 1969, Mark Hedeem has been a member of the San Rafael Police Department, dedicating decades of service to the City and its community; and
- WHEREAS,** Mark Hedeem has worked as a Reserve Police Officer, Open Space Ranger, and Marine Unit Reserve Officer; and
- WHEREAS,** Mark Hedeem's wealth of knowledge and experience has been an invaluable asset to the community, contributing most notably and significantly to the operational success of the San Rafael Police Department Marine Unit; and
- WHEREAS,** Mark Hedeem's commitment extended beyond duty hours, actively contributing to routine maintenance for the Marine Unit's vessels and equipment, ensuring their continuous operational readiness; and
- WHEREAS,** Under Mark Hedeem's leadership, the Marine Unit achieved notable recognition for outstanding service, earning two Gold Medal of Valor awards and seventeen life-saving awards; and
- WHEREAS,** Mark Hedeem and his team played a crucial role in critical operations, including water rescues, distressed vessel assists, law enforcement operations, search and rescue missions, and recoveries; and
- WHEREAS,** The Marine Unit, under Mark Hedeem's guidance, has been a vital asset in ensuring the safety and security of San Rafael's waterways;

NOW, THEREFORE, BE IT RESOLVED, on behalf of the entire community of San Rafael, the City, and the City Council, I, Kate Colin, do hereby warmly express our deepest gratitude and appreciation to Mark Hedeem for his service to the community. As he embarks on an honorably earned retirement, we commend him for his commitment, professionalism, and the positive impact he has made on the safety and well-being of our city.



A handwritten signature in blue ink, appearing to read "Kate", is written over a horizontal line.

Mayor Kate



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire

Prepared by: Abraham Roman, Acting Fire Chief
Thomas Wong, Sr. Mgmt Analyst

City Manager Approval: 

TOPIC: AGREEMENT FOR 9-1-1 EMERGENCY COMMUNICATIONS & FIRE DISPATCH SERVICES

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF MARIN FOR 9-1-1 EMERGENCY COMMUNICATIONS & FIRE DISPATCH SERVICES

RECOMMENDATION:

Adopt the resolution approving and authorizing the City Manager to execute an agreement with Marin County for 9-1-1 emergency communications and fire dispatch services.

BACKGROUND:

The Marin County Sheriff's Office (MCSO) has provided Fire and Emergency Medical Services (EMS) Dispatch (Fire Dispatch) services to the City and other fire agencies throughout Marin County since 2009. In August 2022, the newly-elected Sheriff Jamie Scardina communicated his decision to terminate contracts for service with the participating fire agencies in the County, primarily due to challenges related to the recruitment, hiring, and retention of qualified personnel.

Shortly after learning of the Sheriff's decision, the Marin County Fire Department (MCFD) offered to provide fire dispatch services with enhanced capabilities that were not available with the MCSO. Separately, City staff from the Fire Department met with the Police Department and the Digital Services and Open Government Department to explore in-house alternatives to the capabilities and services proposed by the Marin County Fire Department. The results of the internal assessment found in-house options to be cost prohibitive.

In [April 2023](#), the Fire Chief reported to the City Council that the participating agencies were negotiating an agreement with the County of Marin to provide fire dispatch services. In October 2023, the County of Marin circulated an initial draft of the agreement to the agencies, and after incorporating some requested changes, the other fire districts approved the agreement by early November 2023. The City of San Rafael continued to negotiate certain terms of the agreement, including those related to the governance structure and cost control.

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

ANALYSIS:

Following is a summary of the primary terms of the proposed agreement.

Item	Agreement
Term (<i>Section 6</i>)	<p>In effect until terminated.</p> <p>The beginning date of services is July 1, 2024.</p>
Termination (<i>Section 6</i>)	<p>Voluntary Withdrawal – A public entity may withdraw with notice 548 days (18 months) before July 1 of the fiscal year the withdrawal takes place.</p> <p>Termination for Cause – The County may terminate a public entity for cause with 90 days’ notice.</p>
Governance/Executive Committee (<i>Section 3</i>)	<p>The Executive Committee will develop and review all operations and critical tasks of the Emergency Command Center (ECC) and make recommendations to the County on expenditures, costs and budgets.</p> <p>The Executive Committee will be comprised of the County Fire Chief and 3 Chiefs from public entities (at least one from a city/town and one from a fire district). The Executive Committee will be selected by the Marin Fire Chief’s Association.</p>
Governance/Joint Powers Authority (<i>Section 4</i>)	<p>The County will commence discussions among the parties within one month to negotiate changes to the governance provisions of the agreement, including potentially forming a joint powers authority.</p>
Reporting (<i>Section 7</i>)	<p>The Director of the ECC will report at least annually regarding performance. The Executive Committee will review the level of performance being achieved and for the whole operation in comparison to the standards and levels of performance achieved in previous periods.</p>
Budget (<i>Section 8</i>)	<p>The County will develop the budget with input from the Executive Committee and ECC staff. The County Board of Supervisors has final authority to approve costs and budgets.</p>

<p>Annual Operating Costs – Budget Allocation (<i>Section 10.A</i>)</p>	<p>Annual Operating Costs include staffing, technology maintenance and use, administrative services, the delivery of dispatch services, reserve contributions, and any additional contributions to offset prior year(s) differences between budgeted and actual expenditures.</p> <p>The County will pay 24% of the Annual Operating Costs. The remaining public entities will collectively pay 76% of the Annual Operating Costs, plus a 3.5% administrative fee, subject to this contribution formula: $((\text{Annual budget} * \text{Public entity's \% of total incidents}) * 0.5) + ((\text{Annual budget} * \text{Public entity's \% of total population}) * 0.5) * 3.5\% \text{ administrative fee}$</p> <p>The County will control the budget for Annual Operating Costs. Annual Operating Costs will be capped at 5% over the prior fiscal year budget.</p>																																	
<p>Startup Costs (<i>Section 10.C</i>)</p>	<p>Startup Costs are expenditures necessary to bring the dispatch center online, including hiring and training staff, purchase of technology, furniture and equipment, and tenant improvements.</p> <p>The County will pay 50% of the first \$3,000,000 of Startup Costs, and 24% above \$3,000,000. Public Entities will collectively pay 50% of the first \$3,000,000, and 76% above \$3,000,000.</p> <table border="1" data-bbox="548 1039 1440 1570"> <thead> <tr> <th>Startup Costs</th> <th>Cost allocation up to \$3M</th> <th>Cost allocation over \$3M</th> </tr> </thead> <tbody> <tr> <td>Novato</td> <td>12.01%</td> <td>18.26%</td> </tr> <tr> <td>San Rafael</td> <td>15.75%</td> <td>23.94%</td> </tr> <tr> <td>Ross Valley</td> <td>4.75%</td> <td>7.22%</td> </tr> <tr> <td>Kentfield</td> <td>1.52%</td> <td>2.31%</td> </tr> <tr> <td>Central Marin</td> <td>5.09%</td> <td>7.74%</td> </tr> <tr> <td>Southern Marin</td> <td>8.82%</td> <td>13.41%</td> </tr> <tr> <td>Tiburon</td> <td>2.06%</td> <td>3.13%</td> </tr> <tr> <td>Subtotal non-County agencies:</td> <td>50%</td> <td>76%</td> </tr> <tr> <td>Subtotal County:</td> <td>50%</td> <td>24%</td> </tr> <tr> <td>Total</td> <td>100%</td> <td>100%</td> </tr> </tbody> </table> <p>Startup Costs may be paid in one lump sum or amortized over 15 years, with 2% interest.</p> <p>If a public entity withdraws from the agreement within the initial 15-year period, it will be required to pay all Startup Costs owed.</p>	Startup Costs	Cost allocation up to \$3M	Cost allocation over \$3M	Novato	12.01%	18.26%	San Rafael	15.75%	23.94%	Ross Valley	4.75%	7.22%	Kentfield	1.52%	2.31%	Central Marin	5.09%	7.74%	Southern Marin	8.82%	13.41%	Tiburon	2.06%	3.13%	Subtotal non-County agencies:	50%	76%	Subtotal County:	50%	24%	Total	100%	100%
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This agreement reflects a new methodology that blends population and incident volume as opposed to the previous methods used by the MCSO. It is anticipated that this approach will be more equitable for

larger departments like the City of San Rafael, as using incident volume alone skews costs toward larger communities that have more commercial and visitor activities. Tone-time infrastructure, stand up, facility, and systems and equipment costs are anticipated to bring other efficiencies and improvements to the community, including the implementation of the closest resource concept, imbedded command and control personnel (cost voluntarily covered by Marin County Fire Department), utilization of First Watch software for EMS and fire reporting, Emergency Fire Dispatch Protocol, and other technological capabilities such as integration with Tablet Command and Interagency Resource Ordering (through a nationwide Federal system) for large scale events such as wildfires, earthquakes, floods, and other catastrophic events. Entering into this agreement for fire dispatch services will ensure that all fire agencies in Marin County remain on the same dispatch system and thereby provide the highest level of timely and interdependent service to all communities within the County of Marin.

Staffing of the Fire Dispatch Center will include a Director, a Technical Manager, three (3) Fire Captains (salaries and benefits paid by MCFD), three (3) Dispatch Supervisors, and twelve (12) Dispatchers working a “48-hour on, 96 hour off” work schedule mirrored by fire service personnel throughout the County for a total of 20 employees working across three shifts.

The County of Marin has requested that the agreement be adopted by February 22, 2024. The projected “go-live” date for the Fire Dispatch transition from the MCSO to the MCFD is July 1, 2024.

FISCAL IMPACT:

The estimated fiscal year 2024-25 cost summary for all participating agencies is included as Attachment A to the proposed agreement. As outlined in the table below, the total annual cost for the City of San Rafael, including 1/15 of the onetime and startup cost, is \$1,368,859, which will be included in the fiscal year 2024-25 budget, in the General Fund and Paramedic Tax Fund. This includes amortizing the one-time startup cost at a 2% interest rate over a 15-year period.

OPTIONS:

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

RECOMMENDED ACTION:

Adopt the resolution approving and authorizing the City Manager to execute an agreement with the County of Marin for 9-1-1 emergency communications and fire dispatch services.

ATTACHMENTS:

1. Resolution
2. Agreement for 9-1-1 emergency communications and fire dispatch services

RESOLUTION NO.

RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COUNTY OF MARIN FOR 9-1-1 EMERGENCY COMMUNICATIONS & FIRE DISPATCH SERVICES

WHEREAS, the City contracts with the Marin County Sheriff's Department for 9-1-1 emergency communications and fire dispatch services; and

WHEREAS, the Marin County Sheriff's Office ("MCSO") notified the City in August 2022 that they would no longer provide these services starting July 1, 2024; and

WHEREAS, the Marin County Fire Department ("MCFD") has offered to provide fire dispatch services with enhanced capabilities that were not available with the MCSO; and

WHEREAS, a comprehensive review of the City's options were explored and the joint County-led model was both the most cost effective and provided the highest level of service and protection to our community; and

WHEREAS, the new dispatching services provided by MCFD will provide enhancements to public safety, such as, the closest resource concept, utilization of First Watch, and imbedded command and control personnel.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of San Rafael hereby authorizes the City Manager to execute the Agreement with the County of Marin for 9-1-1 emergency communications & fire dispatch services, attached to the staff reported submitted with 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 San Rafael City Council held on the 20th day of February 2024, by the following vote to wit:

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

Lindsay Lara, City Clerk

AGREEMENT FOR 9-1-1 EMERGENCY COMMUNICATIONS & DISPATCH SERVICES

This Agreement for 9-1-1 Emergency Communications and Dispatch Services (“Agreement”) is made and entered into as of the date of last signature, by and between the County of Marin, a political subdivision of the State of California (hereinafter “County”) and _____, a municipality or district (hereinafter “Public Entity”), collectively the “Parties.”

RECITALS

WHEREAS, the Parties desire to participate in a countywide public safety communications and emergency 9-1-1 dispatch system, hereinafter “System,” consisting of all necessary 9-1-1 call taking, logging, dispatching, communications, and other related services and technology for fire, emergency medical, and other services;

WHEREAS, the Parties desire to collaborate as partners to better serve the public with the understanding that a formal structure will enable the County to work with representatives of the Parties and Users of the System to achieve clear policy direction and consistent coordination regarding emergency dispatch services;

WHEREAS, the County, through its Marin County Fire Department under the governance of the Board of Supervisors, is willing and able to furnish such services through a mutually agreeable cost sharing plan;

WHEREAS, the Parties agree that there will be County owned and/or licensed equipment and resources such as, but not limited to, facilities for housing staff or equipment; radio communications sites, radio consoles, frequencies, radio equipment, telephone system(s), a computer aided dispatch system and other shared infrastructure that exists today and may be installed in the future;

WHEREAS, the Parties desire to work in partnership to provide direction and decision-making on items such as operations, budget, strategy, and vision as they pertain to the County’s provision of emergency call taking, non-emergency call taking, fire, and medical dispatching, and associated emergency communications services; and

WHEREAS, the County has previously provided these services pursuant to a written Agreement.

IT IS MUTUALLY AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, the certain terms shall be defined as follows:

Assets: Real estate, structures, equipment, and intellectual property dedicated to, used by, or

generated for use in the 9-1-1 communications system and associated emergency services. “County Assets” include property purchased or otherwise acquired by the County, including but not limited to starting costs and other costs where Users may have provided payment. “System Assets” include property purchased or otherwise acquired by the User directly without County assistance. Users who contribute to the purchase, acquisition, or generation of an Asset do not hold ownership rights in that asset. Assets, including County Assets and Systems Assets, do not include Public Entity Data.

County: The County has several roles as administrator of the System, provider of services, and as a recipient of services. A “County Service Department” refers to a department of the County that directly bills Emergency Communications for services.

County Board of Supervisors: The Board of Supervisors for the County of Marin, pursuant to Government Code section 25000, is the governing body for the County. It has final authority regarding all aspects of the 9-1-1 services and System.

Emergency Command Center (ECC): A facility designated to receive and process requests for emergency assistance, which may include 911 calls, determine the appropriate emergency response based on available resources, and coordinate the emergency response according to a specific operational policy.

Fiscal Year: The Fiscal Year for the County of Marin from July 1 of each year to June 30 of the following year.

Major Equipment or System Upgrades: Periodic replacement or upgrades to equipment, hardware, and software necessary to operate the 9-1-1 communications system and associated emergency services.

Public Entities: All municipalities or districts agreeing to an Agreement for 9-1-1 Emergency Communications & Dispatch Services with the County, including the named Public Entity entering into this Agreement.

Public Entity Data: Public Entity service data, including call recordings and incident data.

Standards Group: The Standards Group is comprised of certain officers/officials of the fire protection agencies in Marin County that advise fire chiefs and fire agencies regarding operational matters.

Startup Costs: Expenditures necessary for the ECC to start operating, as determined by the County.

User(s): Any entity directly receiving emergency communications services from the County through ECC, including County Departments, such as but not limited to, the Emergency Medical Services vendor utilized by the County of Marin, and including the public safety departments and sub-entities of the Parties to this Agreement. The Parties understand and agree that each Party may have one or more Users of ECC services pursuant to this Agreement.

2. DIRECTOR OF THE EMERGENCY COMMAND CENTER

The Director of the ECC is a County officer who works within the Marin County Fire Department. The duties of the Director of the ECC (“Director”) are to plan, organize, coordinate, administer, and direct all activities of the ECC.

The Director is selected by the Marin County Fire Chief. In the selection of the Director, the Marin County Fire Chief shall seek concurrence from the Executive Committee, but the Marin County Fire Chief shall retain authority to select, hire, evaluate, discipline, and release the Director. In reviewing the performance of the Director, the Marin County Fire Chief shall consult with the Executive Committee, and may receive a written statement from the Executive Committee regarding the Director’s performance in meeting the standards herein, which shall become part of the overall review, but all personnel evaluation decisions regarding the Director shall be the sole purview of the Marin County Fire Chief.

The Director shall consult with the Executive Committee in matters related to ECC operational priorities, policies and problem solving. ECC operational decisions shall be the sole purview of the County, acting through the Director.

Where services are provided or administered by the ECC, and are not used by all the Parties, the representatives of those Parties using the respective services shall have primary responsibility for recommending operational policies with respect to those services. These policies shall not conflict with County-wide policies, with Marin County Fire Departmental policies or with ECC-specific policies. Any costs of special services shall be the responsibility of the Party(s) using those services. County shall determine policy on unique services used by specified Parties, considering their recommendations, made pursuant to this provision.

3. EXECUTIVE COMMITTEE

Membership of the Executive Committee shall consist of four (4) total members: the County Fire Chief and three (3) Fire Chiefs from the Public Entities, who shall be selected by the Marin Fire Chiefs’ Association. The Marin Fire Chiefs’ Association shall select at least one (1) Fire Chief from a city/town Public Entity and at least one (1) Fire Chief from a fire district Public Entity. The Executive Committee shall meet monthly and additionally as needed. Membership term will be determined by the Marin Fire Chiefs’ Association. A Public Entity joining this Agreement on or after July 1, 2024, is not eligible for membership on the Executive Committee until the joining Public Entity has been a Party to this Agreement for at least five years.

Key responsibilities of the Executive Committee include:

1. Developing and recommending operational requirements for ECC provided services and infrastructure improvements to the Director, as well as reviewing recommendations from the Standards Group. The Executive Committee shall have the authority to approve the addition of certain call-taking / dispatch related services as specified in Section 4 of this Agreement.

2. Assisting the Director to resolve issues, develop protocols, investigate technologies, and address other operational issues associated with emergency communications and dispatch services.
3. Providing recommendations to the Director on operational policies, goals, future expenses, and operational enhancements, including those that have budgetary implications.
4. Receiving reports from the Director on service goals and the status on meeting those goals, as well as issues that could affect costs to Public Entities and Parties.
5. Reviewing the annual budget, the annual audit of expenses, and any revenue.
6. The Executive Committee shall have the authority to approve or reject the acquisition of Major Equipment or System Upgrades, as specified in Section 9 of this Agreement.
7. Recommending the allocation of the collective 76% of Annual Operating Costs amongst Public Entities, as specified in Section 10 A. 3. of this Agreement.
8. Reviewing and recommending any expansion of dispatch services to additional agencies beyond those originally contracted with.
9. Recommending cost apportionment and Startup Costs for any Public Entity new to the Agreement and not included in the Startup Costs allocation in Table 1 below, including potential money credited back to the Parties.

The Executive Committee may appoint *ad hoc* Committee(s) as necessary to advise it on technical matters or to consider special issues.

In advance of addition of new technology or services that increase costs to Public Entities, the Executive Committee shall identify and recommend cost sharing and funding mechanisms as set forth in Section 10. This shall include technology and services that are funded by grants but that may have future additional costs such as for maintenance. The County shall not require additional contributions of the Public Entity outside the Cost Sharing Plan of Section 10 and the 9-1-1 Reserve Account of Section 9 without the written consent of the Public Entity.

4. COUNTY OBLIGATIONS

The County shall provide all answering services for fire and emergency medical calls made to the Emergency 9-1-1 telephone number.

The County shall provide all answering services for calls made to Users' non-emergency, secondary telephone numbers, but excluding regular business telephone numbers.

The County shall dispatch User fire, and emergency medical field units and shall provide

associated services, including status reporting and activity reports.

The County shall provide guidance on the treatment of emergency calls identified as “medical calls” received by ECC.

The County shall, upon agreement with the individual Parties, provide responses to urgent or emergency data inquiries made by Users’ field units.

The County shall provide after-hours dispatch of User’s non-public safety (administrative) staff in accordance with operating procedures mutually agreed to by the User and County.

The County shall provide other additional public safety call taking/dispatch related services to Users as recommended by the Standards Group and approved by the Executive Committee. Costs associated with the additional services shall be borne by the User agencies pursuant to written agreement.

The County shall provide and maintain all necessary consoles, and telephone systems, located in the ECC. The County shall operate, maintain, and otherwise manage all telecommunications sites and transmission media that interface with MERA radio system and are identified as components of the System that are necessary to facilitate the common, countywide public safety communications and emergency 9-1-1 dispatch system.

All other mobile, base, and remote radio and data transmission equipment and terminals designed to serve an individual User exclusively shall be provided for and maintained at that User’s expense.

County shall coordinate, administer, and maintain all systems to benefit all Parties and Users, including development of standard operating procedures that may include training of Parties’ and Users’ staff to meet their responsibilities. All systems shall be maintained and operated consistent with applicable federal, state, and local laws, rules, and regulations such as the State of California Department of Justice and Federal Communications Commission.

County, on behalf of all Parties, shall continue to seek grant opportunities, shall make applications for grants and other external sources of funds with authorization by the County Board of Supervisors, and shall utilize any such funds received to proportionately offset all Parties’ portion of project expenses.

County shall provide technical expertise in emergency communications and dispatch services and as well as associated administrative services such as, but not limited to, human resources, budgeting, auditor, treasurer, and technical support.

County shall timely notify the Executive Committee about pending County labor negotiations, County salary and benefit increases, County layoffs, County observance of winter recess, and similar, in so far as such issues could impact the delivery or costs of emergency communications services pursuant to this Agreement. County may consider input provided by the Executive Committee regarding the effects of such issues on their interests.

With the approval of the County Board of Supervisors, County shall be the signatory on agreements with third-party vendors for services such as, but not limited to, support of systems required under this Agreement.

County shall provide appropriate management and supervision for all emergency communications and dispatch services including associated administrative services. The Standards Group may identify alternate options for services that would otherwise be provided by County. Any alternative services determined feasible by the Standards Group may be recommended to the Executive Committee and ultimately the County, which shall consider such recommendations in good faith subject to limitations of law.

The County shall bill to Public Entities all costs associated with providing 9-1-1 emergency call taking, non-emergency call-taking, fire dispatch, emergency medical dispatch, and other emergency communications or associated services in accordance with this Agreement.

The County shall support, participate in, and cooperate with financial and programmatic audits and reviews of the ECC as recommended by the Executive Committee.

For direct and indirect costs incurred under this Agreement, the County shall bill each Public Entity, together with invoices or other available supporting documents in a timely manner and in accordance with this Agreement.

The County shall convene discussions with the Public Entities beginning on the first month following the Effective Date of this Agreement to negotiate changes to the governance provisions of this Agreement or entering into a new agreement, including potentially forming a Joint Powers Authority.

5. RESPONSIBILITIES OF THE USERS AND PARTIES

Each Party shall assist the County by communicating issues regarding the management and operation of the emergency communications system and system components and shall provide technical and operational input necessary for effective design and use of the System to meet individual and collective needs.

Each Party shall be responsible for communicating with its constituents and governing bodies about the emergency communications systems.

Each Party shall, at its own cost, be responsible for the procurement, maintenance, and replacement of its assets that are not System Assets. Such assets must be (1) compatible with the systems used by the ECC, (2) serve an individual User, and (3) used by that User's personnel at that Party's expense. Each Party shall pay all costs associated with those assets.

Each Party using Mobile Data Communications System (MDCS) equipment shall, at its own cost, be responsible for procurement and utilization of equipment that is compatible with and will interface with the ECC's system in place at that time. Parties and Users, at their own

cost, shall be responsible for coordinating connectivity with the County.

Each Party shall comply with future operational requirements. This may include but is not limited to required operational agreements, training, or upgrades of systems to comply with state or federal requirements.

Where requested by the Director and/or the Executive Committee, all Parties shall cooperate in seeking grants or supporting the acquisition of external funding such as grants or earmarks. If any portion of the emergency communications system is funded with monies received by any Party pursuant to a contract with the State or Federal government, all Parties shall comply, as required, with all the provisions of said contract, to the extent applicable to each Party. The Director shall distribute grant terms to all Parties. Upon request, the Party which is the grantee shall deliver a copy of said contract or grant or earmark documentation to any requesting Party at no cost to the requestor.

6. TERM, WITHDRAWAL AND TERMINATION OF THE AGREEMENT

The Effective Date of this Agreement shall be the date that the County signed this Agreement, which occurs after the Public Entity has signed the Agreement. The beginning date of services under this Agreement shall be July 1, 2024.

This Agreement shall remain in effect until terminated in accordance with the terms in Section 6 A. or 6 B. In addition, this Agreement may be voluntarily terminated by mutual agreement of the Parties in writing at any time. Where the Parties mutually agree to terminate this Agreement, the notice period may be waived.

If a Public Entity withdraws pursuant to this Section, the Agreement shall remain valid for those Public Entities that have elected to remain in this Agreement and any costs that are shared among the Public Entities shall be reallocated to reflect proportionate share for the Public Entities continuing to participate. All efforts shall be made to reduce service levels and associated costs to remaining Public Entities in the event of a Party withdrawal. All costs allocated to the withdrawing Public Entity for the remainder of the Fiscal Year that a Public Entity withdraws in is the responsibility of the withdrawing Party.

In the event of withdrawal by a Public Entity which is providing resources (such as licenses, site, or other resources) to the benefit of all Users, that resource shall be left intact and in service and that Public Entity shall negotiate in good faith with the County and remaining Users for continuing use of that resource.

A. Voluntary Withdrawal.

A withdrawing Public Entity shall provide the County, Director, and the Executive Committee with written notice of intent to withdraw no fewer than five hundred forty-eight (548) days before July 1 of the Fiscal Year in which the Public Entity's withdrawal shall be effective. A voluntary withdrawal shall be effective only on July 1 of a Fiscal Year. The withdrawing Public Entity shall provide the Executive Committee with a written timetable for withdrawal and a

proposed description of the way the withdrawal will be conducted. The withdrawing Public Entity's plan for withdrawal shall minimize disruption to other Parties and Users. The withdrawing Public Entity shall provide any other appropriate information requested by the Executive Committee or the Director, to allow the development of strategies to mitigate disruption to the remaining Users and County. The Executive Committee and Director may modify the proposals for withdrawal.

Such withdrawing Public Entity shall continue to fund its portion of the budget pursuant to this Agreement through the effective date of withdrawal and shall continue to perform all its obligations pursuant to this Agreement through the effective date of withdrawal.

A withdrawing Public Entity that elected to pay its Startup Costs over 15 years shall pay the remaining balance of its Startup Costs no later than 12 months prior to the date the Public Entity's withdrawal is effective. The withdrawing Public Entity shall remain responsible for any services that shall continue to be provided, including regional dispatch services and for any outstanding debt service costs incurred in support of emergency communications System Assets.

Should County elect to voluntarily withdraw from the Agreement, the County shall provide written notice of intent to withdraw to all other Parties no fewer than two years prior to the effective date of the withdrawal. The County shall provide the Executive Committee with a written timetable for withdrawal and a proposed description of the way the withdrawal will be conducted. The County shall work with the Executive Committee to minimize disruption to other Parties and Users.

In the event of the County's voluntary withdrawal within the first 15 years of the Agreement, Public Entities who paid the fifteen-year Startup Costs on a lump sum basis shall be refunded a portion of the lump sum paid Startup Costs, at a rate of 6 and 2/3% per year for each year remaining from the fifteen years, after subtraction of the time between the Effective Date and the effective date of the County's withdrawal.

If the withdrawing Public Entity is an Executive Committee member, that Public Entity's membership on the Executive Committee ends immediately upon notice of withdrawal unless otherwise agreed to in writing by the Executive Committee.

B. Termination for Cause.

The County, in consultation with the Director, may terminate the participation of any Public Entity or User for cause, including a Public Entity's failure to fully fund or fully pay costs, as well as any other breach of this Agreement (default). Cause for termination includes noncompliance with any requirement imposed upon the Parties as specified in this Agreement.

The Termination for Cause process shall include the following steps:

1. The Parties will follow the Dispute Resolution Process outlined Section 14 of this Agreement.
2. Written notice by the Director or their designee to the Public Entity, with a copy to

Executive Committee members. Such notice shall advise the Public Entity of the reason for possible termination. The notice shall further advise that the Public Entity may cure its default within thirty (30) days of the notice to avoid termination.

3. If the defaulting Public Entity begins to cure such default, the thirty (30) day cure period may be extended by additional thirty (30) day extensions, at the discretion of Director, for as long as the defaulting Public Entity continues to diligently prosecute such a cure to completion.

The County may terminate the defaulting Public Entity's participation in the emergency communications system or to take other appropriate measures (e.g., lien).

If the County determines that services provided under this Agreement be terminated, the termination shall be effective 90 days after step 3 in the Termination for Cause process above. The County retains final authority and discretion to terminate a defaulting party and to determine the date that services provided under this Agreement shall be terminated.

A Public Entity terminated by the County for cause shall remain liable for its portion of System costs and Startup Costs, as well as applicable damages, collection costs, and interest.

The terminated Public Entity forfeits all other rights. If the terminated Public Entity holds a seat on the Executive Committee, that seat shall be reassigned immediately upon termination notice.

Rights of Remaining Parties. The Executive Committee may recommend that the County reallocate system costs proportionally among the remaining Parties. A Public Entity that has been terminated by the County or that has withdrawn from participation shall not be entitled to refund of any costs that it has incurred for the System to the date of termination.

7. SERVICE QUALITY AND CONDITIONS

The quality of System services to be provided to all Parties and Users shall, in the absence of explicitly adopted exceptions, be equal to or above established industry standards. The adopted standards and best practices shall be based upon those established by APCO, NFPA, NENA, POST, ISO, Cal OES 911 Branch, and others identified by the Executive Committee. In those areas where there are no industry standards, or where the established standard is not appropriate for Marin County, the Director shall recommend standards and advise the Executive Committee regarding budgetary, service level and other resources required to meet those standards. The Executive Committee shall consider those recommendations and agree to appropriate System standards in good faith.

Emergency Communications systems performance shall be measured in accordance with those standards developed as indicated above. The Director shall report at least annually to Parties and Users regarding performance. The Executive Committee shall review the level of performance being achieved for each Public Entity/User and for the whole operation in comparison to the standards and in comparison, to the levels of performance achieved in previous periods. Established standards shall be achieved for each member Public Entity/User and for the System.

In reviewing System performance, the Executive Committee shall consider staffing, technology, or other limitations impacting the ability to meet standards. The reporting interval may differ for different standards. At least annually, however, the comprehensive set of measures shall be reported to the Parties and Users and shall be reviewed by the Executive Committee.

The County shall evaluate the feasibility of accreditation by appropriate accrediting groups, (i.e., CALEA, APCO, etc.), considering the investment of County staffing levels and County resources required. Final decision regarding pursuit of accreditation shall remain in the sole discretion of the County. The accreditations referred to by this provision of this Agreement do not refer to or include accreditation of the County's ambulance services provider.

The Executive Committee shall consider requests from Users desiring increased levels of service; such requests may be recommended to the Director, subject to staffing and other constraints, based upon the User's agreement to pay the incremental costs of those enhanced service levels.

Procedures related to dispatch operations shall be developed by the Director, with input from the Executive Committee and Standards Group. Any dispute or conflict regarding a dispatch procedure shall be resolved by the Director.

The Director or Director's designee shall promptly investigate all complaints received from any User or citizen and shall respond in a timely manner to the complaining party. The Director shall regularly report to the Executive Committee with a summary of complaints received and their resolution and shall provide additional information to individual Users involved in a complaint upon request.

8. BUDGET DEVELOPMENT PROCESS

Program and budget related decisions shall be developed by the County with input from the Executive Committee and ECC staff. The County Board of Supervisors shall have final authority over program and budget related decisions, subject to the terms of this Agreement.

The Executive Committee shall review the ECC's annual budget request prior to County's budget hearings. The County shall provide all relevant information, including information about indirect costs, in a timely manner, allowing sufficient time for the Executive Committee to evaluate and make requests for information.

The Director shall provide reports on future budgets, current year budget management and cost control, personnel (recruitment, hiring, retention), and special project status on an ongoing and annual basis as requested by the Executive Committee.

County Administrator's Office staff shall present ECC annual forecasts and recommended budgets for the County Board of Supervisors' consideration, including information on alternative funding/service levels and County Service Department charges.

9. 9-1-1 RESERVE ACCOUNT

The purpose of the 9-1-1 Reserve Account is to fiscally support Equipment Replacement, acquisition of Major Equipment and/or Systems Upgrades (such as the purchase or subscription to a new Computer-Aided Dispatch software), and to spread out major expenditures over time, thereby reducing the need for large assessments to the Parties. The 9-1-1 Reserve Account will enable the Parties to better prepare budgets and facilitate long term fiscal planning.

In alignment with business best practice, the ECC shall, as soon as practical, maintain at least 10% of the annual operating budget in a reserve account. This account shall be funded by Reserve Contributions and any surplus contributions left at Fiscal Year-end for the ECC. Once the reserve account is funded to 10%, any further surpluses will be reported to the Director and Executive Committee, who shall create a plan to use any surpluses for Major Equipment or Systems Upgrades. The 9-1-1 Reserve Account may also be used to fund any deficit between Parties' contributions and actual expenditures.

The Executive Committee shall have the Authority to approve or reject the acquisition of Major Equipment or Systems Upgrades and related expenditures. In the event the Executive Committee rejects Major Equipment or Systems Upgrade(s), the County shall no longer be bound by the delivery and standards of services outlined in section 4 of this Agreement. In this event, the Parties shall meet and agree on all costs and service-level impacts under this Agreement.

The ECC shall regularly report accounting for the 9-1-1 Reserve Account to the Executive Committee. As authorized by the County Board of Supervisors, the 9-1-1 Reserve Account will be for expenditures as recommended by the Director, with final determination on expenditures to be made by the County and will be maintained in an interest-bearing fund, until the funds are expended.

Funds in the 9-1-1 Reserve Account shall be readily accessible to the ECC to use for appropriate expenditures that benefit the Parties and Users. Withdrawals from the 9-1-1 Reserve Account shall be recommended to the County through the Director.

The Director shall present 9-1-1 Reserve Account accounting reports to the Executive Committee as requested.

Accumulation of interest in the 9-1-1 Reserve Account will accrue to the benefit of the 9-1-1 Reserve Account and/or Major Equipment or Systems Upgrades.

10. COST SHARING PLAN FOR PARTIES AND USERS

A. Annual Operating Costs.

The "Annual Operating Costs" are defined as the annual costs of operating the ECC, as determined by the County, including staffing, technology maintenance and use, administrative services, and the delivery of dispatch services. Annual Operating Costs can also include reserve contributions, and any additional contributions to offset prior year(s) differences between budgeted and actual expenditures.

The County shall pay 24% of the Annual Operating Costs. Public Entities shall collectively pay 76% of the Annual Operating Costs, plus a 3.5% administrative fee which applies only to the Public Entities' collective 76% share of Annual Operating Costs. Each Public Entity's share of the Annual Operating Costs shall be subject to the contribution formula set forth below. Should a new Public Entity enter into a contract with the County for emergency communication and dispatch services during an annual budget period, the Parties shall meet and agree on all costs and service-level impacts.

1. Public Entities' Contribution Formula:

The Director shall prepare Public Entities' cost contributions in January of each year using the "Contribution Formula Definitions" outlined below. The Executive Committee shall review cost contributions no later than the end of February. The Director shall communicate contribution amounts to Public Entities for the following Fiscal Year by March of each year. Each Party's contribution amount shall be determined by the following formula. The initial contribution amounts for the initial Fiscal Year is attached as Exhibit A.

2. Contribution Formula Definitions:

Contribution for each Party to this Agreement shall be calculated by the Director by using the following information:

- a. Total Incidents: Number of CAD events for the previous two calendar years (Jan 1 – Dec 31), excluding event types that do not require a response, including but not limited to drills, alarm/sprinkler test information, controlled burns, fire watch, information call for the fire departments, and others as determined by the Standards Group and communicated to the Director.
- b. Population: Official decennial census from the U.S. Census Bureau for the Marin County area, as available on Marin Map.
- c. Public Entity's percent of Total Incidents: Incidents assigned to a Public Entity through its "DGroup" designation as determined through the Computer Aided Dispatch software, divided by Total Incidents for the same time period = B
- d. Public Entity's percent of Population = Census population for a specific Public Entity divided by Marin County Population = C
- e. Annual Proposed Budget = The projected costs of operating the ECC for the following Fiscal Year, including salaries, services and supplies, insurances, reserve contributions (including contributions for upcoming large replacement or improvements to software, hardware, dispatch furniture etc), and any additional contributions to offset prior year(s) differences between budgeted and actual expenditures.

- f. Annual Proposed Budget of the ECC (July – June) times 76% = A
- g. Administrative Fee: 3.5% of the Public Entity’s share of the ECC Annual Operating Costs

3. Calculation of Each Participating Public Entity’s Contribution:

The amount of each Public Entity’s contribution shall be calculated as follows:

$$\text{Public Entity’s share of Annual Operating Costs} = \{ [(A \times B) \times 0.5] + [(A \times C) \times 0.5] \} * 1.035$$

The Annual Operating Cost increases will not exceed 5% from the previous fiscal year budget. In the event of costs exceeding 5% for circumstances including but not limited to software failure, economic downturn, natural disaster, staffing crisis, or other event that threatens the viability of the ECC, Parties agree to meet and confer on an appropriate path forward related to service levels and budget.

The County may consult with the Executive Committee and may choose to select other source documents to replace those defined in the Formula Definitions above if the County determines that the new documents provide more accurate information.

If the Public Entities seek to change the Contribution formula, other than the County’s contribution rate of 24%, the Executive Committee shall make a recommendation to the Public Entities and following agreement by the Public Entities, communicate their agreement to the ECC Director in writing, signed by all Public Entities, before January 1st for application in future Fiscal Years.

B. Payment of Annual Operating Costs, Delinquency and Disputes

Payment: ECC shall invoice each Party separately, in December and April of each year for Annual Operating Costs, and other special charges to Parties and Users. The payment shall be due (“Due Date”) thirty (30) days after the billing date.

Invoices shall be sent via email to the email address listed in the signature block of this Agreement, unless County makes other agreement with the Public Entity. Mailing addresses and email addresses may be changed only with written notice, via U.S. Mail or email, to the Director.

Delinquency: If a Party does not pay its fees for service as set forth above on or before the Due Date, the amount unpaid shall be deemed delinquent. A “Delinquency Fee” in the amount of two percent (2 %) of the delinquent amount shall be added to the amount owed and charged to the Party at the discretion of the County. The delinquency fee shall be applied to the amount owed (the amount owed includes any previously added delinquency fee) every thirty (30) days until such time the bill is paid in full. If a Party does not pay the delinquent amount and any delinquency fee within ninety (90) calendar days from the Due Date, the County is authorized to withhold and offset from any lawful source whatsoever otherwise due to the Party, including the

regular apportionment of property tax revenue, an amount sufficient to satisfy the delinquent amount and delinquency fees.

Billing Dispute: If a Party or Parties dispute payment owed to County, each Party shall notify County within 15 calendar days of its receipt of its invoice. This notice shall include sufficient details about the dispute for County to review and act. County shall provide any requested information within 15 calendar days. If County is unable to respond within 15 calendar days, the Party disputing the billing shall be relieved of any delinquency payment until 15 days after the information is provided.

C. Startup Costs.

“Startup Costs” are defined as all expenditures necessary for the ECC to start operating, as determined by the County, including:

- Cost of MCFD-hired personnel working or training to open and operate the ECC up until the official opening of the ECC, including fees, salaries and benefits, cost of obtaining licensing and certifications, cost of performing testing and backgrounds etc.

- Purchase of technology systems and software, furniture, materials, equipment or services, including consulting, subscription, and maintenance services as operationally or administratively necessary for operating the ECC, up until the close-out of the ECC facility’s construction project, as determined by the County

- Cost of “Tenants Improvements” and all other costs related to construction of the ECC facility, up until the close-out of the ECC facility’s construction project, as determined by MCFD.

One year after the issuance of the certificate of occupation for the ECC facility, Startup Costs expenditures will be reconciled with previously invoiced costs. Within 60 days, the County will issue either a credit or an invoice based on final reconciliation.

The County shall pay 50% of the first \$3,000,000 of all Startup Costs, and 24% of all Startup Costs above and beyond the initial \$3,000,000. Public Entities shall collectively pay 50% of the first \$3,000,000 of all Startup Costs, and 76% of all Startup Costs above and beyond the initial \$3,000,000.

The Startup Cost allocation to each Party is set using July 1, 2021, to June 30, 2023, Incidents and population data (as described in the Contribution formula) and established as follows:

Table 1: Startup Costs allocation

Startup Costs	Cost allocation % for the first \$3,000,000	Cost allocation % for all Startup Costs beyond the initial \$3,000,000
Novato	12.01%	18.26%
San Rafael	15.75%	23.94%

Ross Valley	4.75%	7.22%
Kentfield	1.52%	2.31%
Central Marin	5.09%	7.74%
Southern Marin	8.82%	13.41%
Tiburon	2.06%	3.13%
Subtotal non-County agencies:	50%	76%
Subtotal County:	50%	24%
Total	100%	100%

The Public Entity may pay Startup Costs in one lump sum, or County shall allow Public Entity to spread its portion of the Startup Costs annually over 15 years. An amortized fee of 2% on the unpaid balance shall be charged for Public Entity wishing to pay Startup Costs annually over 15 years. Public Entity shall elect whether to pay in one lump sum or over 15 years by March 30, 2024.

Should Public Entity select payment over 15 years, pay shall be due twice a year and shall be paid by the Due Date for Public Entity’s share of Annual Operating Costs with the same penalties for late payment, as defined above. Nothing in this Agreement shall restrict the Public Entity from advancing its contribution of Startup Costs within the 15-year period.

An example of estimated Startup Costs and Annual Operating Costs for FY 2024-25 are presented in Attachment A.

All equipment and materials obtained under this agreement shall be used by the County exclusively for the purposes set-forth in this agreement.

11. RECORDS AND CONFIDENTIALITY

Parties and their officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws which provide for the confidentiality of records and other information. No Party shall disclose any confidential information, any confidential records, or other confidential information received from any Party to this agreement or prepared in connection with the performance of this agreement, unless the other Party specifically permits such disclosure of records or information. All requests for disclosure of confidential information shall be promptly transmitted to the owner of the information. Notwithstanding these duties of confidentiality, the Parties acknowledge that the Parties and the County are government agencies subject to the California Public Records Act, which requires disclosure of public records subject to exceptions. The Parties and the County shall mutually cooperate to comply with the California Public Records Act disclosure obligations, consistent with these confidentiality obligations.

The County shall prepare, maintain, and preserve all reports and records that may be required by federal, state, or local rules and regulations related to services performed under this Agreement. The County shall maintain such records in accordance with the provisions of the County and

ECC Record Retention policies. The Parties shall maintain such records in accordance with their records retention policies. If any litigation, claim, negotiation, audit exception, or other action relating to this agreement is asserted, the County and the Parties shall retain such records until such action is resolved.

12. COUNTY INDEMNIFICATION OF PUBLIC ENTITIES AND PUBLIC ENTITIES' WAIVER OF CLAIMS AGAINST THE COUNTY

County hereby agrees to indemnify and hold harmless each Public Entity, its officers, agents, employees, and authorized volunteers from any and all claims, demands, judgments or decrees made or rendered against each Public Entity, its officers, agents or employees by reason of any injury, death or damage suffered or sustained by any person or entity caused by, or alleged to have been caused by or arising out of the provision of the emergency communications services by the County as set forth in this Agreement.

Further, County, at its own cost, expense and risk, shall defend any and all suits, actions, or other legal proceedings arising from the provision of emergency communications services by the County pursuant to this agreement that may be brought or instituted by third parties against each Public Entity, its officers, agents, employees, or authorized volunteers, and shall pay and satisfy any judgment or decree that may be rendered against each Public Entity, its officers, agents or employees in any such suit, action, or other legal proceedings. Each Public Entity agrees to promptly notify County of any suit, action, or other legal proceeding asserted against it by third parties which arises from the provision of emergency communications services as specified in this Agreement and each Public Entity agrees to cooperate with County in the defense of such claims.

In return for and in recognition of County's acceptance of liability, as set forth above, Public Entity agrees that it shall not sue, make any demand or claim, or otherwise prosecute or assert liability against the County for any claim, demand, judgment, or decree of any nature caused by or arising out of the provision of the emergency communications services by the County set forth in this Agreement. This waiver of liability against the County by the Public Entity applies to claims, demands, judgments or decrees which are asserted by third parties. This waiver of liability shall not apply to any disagreement or dispute between any of the Parties that arise concerning the interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, which shall be subject to the Section 14 Dispute Resolution Process.

The indemnification and defense obligations assumed by County and the waiver of liability against the County agreed to by the Public Entities, established above, shall survive the termination of this Agreement, the withdrawal of any Party from this Agreement, and the termination of any Party from this Agreement. These obligations and the waiver of liability shall extend to the expiration of the statute of limitations applicable to any claims arising from this Agreement and the provision of emergency communications services pursuant to this Agreement.

13. INSURANCE

Without limiting the foregoing indemnification, all Parties shall maintain in force at all times during the performance of this Agreement, a policy or policies of insurance as follows, and in the minimum limits of liability as stated herein:

1. Comprehensive general liability, including but not limited to premises, personal injuries, products, and completed operations for combined single limit of not less than \$1,000,000 per occurrence.
2. Comprehensive automobile liability, including but not limited to property damage, bodily injury, and personal injuries for combined single limit of not less than \$1,000,000 per occurrence.
3. Workers' Compensation covering statutory requirements of the State of California and Employer's Liability of not less than \$1,000,000 per occurrence.

In the event any Party is lawfully self-insured in any or all of the aforementioned insurance areas, upon the request of a Party a letter certifying those areas of coverage, and in the minimum amounts as set forth in this Agreement, shall be furnished to the requesting party prior to execution of this agreement.

Except with respect to Workers' Compensation insurance, each Party maintaining commercial insurance or excess insurance shall provide an endorsement naming the County, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by the County; and the County shall, under any commercial insurance or excess insurance it maintains, provide an endorsement naming each Party, its officers, agents, and employees as additional insureds and shall provide that such commercial insurance is primary to any other commercial insurance maintained by each Party.

14. DISPUTE RESOLUTION PROCESS

Should any disagreement or dispute between any of the Parties arise concerning interpretation, implementation and/or enforcement of any of the terms or subject matter of this Agreement, those Parties shall submit such dispute to mandatory mediation before an agreed upon mediator, each Party to pay an equal share of the mediation fees and each Party to pay its own attorneys' fees and legal costs. Should the Parties be unable to agree upon a mediator, they shall agree upon a mediation service and shall have that service select a mediator for them. Should mediation be unsuccessful, then the Parties each agree that they shall submit their dispute to binding arbitration before a mutually-agreeable arbitrator. If they cannot agree upon an arbitrator, they shall select an arbitration service which shall select an arbitrator for them. The Parties each shall pay an equal portion of the arbitration fees and each Party shall pay its own attorneys' fees and legal costs, it hereby being agreed that the arbitrator shall have no authority to award attorneys' fees or costs to any prevailing Party. The Parties hereby expressly waive any and all rights to have disputes under this Agreement decided by court action, court trial, jury trial or any other legal action of any kind or type, other than the mandatory mediation and binding arbitration process specified above. However, in emergency or extraordinary circumstances, any Party may seek equitable or injunctive relief to preserve the status quo pending occurrence of the mediation/arbitration process herein specified. It is the express intent of the Parties to have any and all disputes under this Agreement resolved by the above-specified mediation/arbitration

process and in as timely and economical manner as possible.

15. DATA OWNERSHIP

All data, records, voice, video, and reports relating to the ECC, whether in existence at the Execution Date hereof or compiled thereafter in the course of performing this Agreement, shall be treated by County and its subcontractors as the exclusive property of County and the furnishing of such records, or access to such items by, County and/or its subcontractors, shall not grant any express or implied interest in or license to any Public Entity and/or its subcontractors relating to such records other than as is necessary to perform and provide the services from this Agreement to the ECC. Upon request by a Public Entity and without regard to the default status of the Parties under the Agreement, County and/or its subcontractors shall deliver in a reasonable timeframe available data, records, voice, video and reports relating to the ECC in electronic format and in such hard copy as exists on the date of the request of the Public Entity, with the Public Entity paying any costs related to data extraction.

16. GENERAL PROVISIONS

Amendment: This Agreement may be amended or modified only by an instrument in writing signed by all the Parties hereto.

Waiver: Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms or conditions in this Agreement.

Successors and Assigns: This agreement and the rights, privileges, duties, and obligations of the Parties hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, and heirs.

Assignment: No Party may assign, sell, or otherwise transfer its interest or obligations in this agreement without the prior written consent of the County upon the recommendation of the Executive Committee. Any organization wishing to participate in this system shall participate through this Agreement and may not participate through agreements with other participating agencies. Any such purported assignment is null and void.

Compliance with Applicable Law: The Parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

Severability: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a Federal, State or Local Government having jurisdiction over this agreement, the validity of the remaining portions or provisions shall not be affected thereby.

Heading: The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

Time is of the Essence: Time is of the essence in each and all of the provisions of this Agreement.

Jurisdiction and Venue: This Agreement shall be governed by and interpreted under the laws of the State of California. Venue of any dispute arising from this Agreement shall be in the Superior Court of California, in the County of Marin.

Construction of Agreement: The Parties agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or any amendment hereto.

Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Authority: Any individual executing this Agreement on behalf of a Party represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such Party and to bind the Party to the terms and conditions of the same.

Integration: This Agreement, including the exhibits hereto, shall represent the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the Parties as of the effective date hereof.

Change of Address: The mailing addresses, email addresses, phone numbers, and contacts may change, and it is the responsibility of the Parties to notify each other as specified within ten days of said change.

Notices: Notices required under this Agreement shall be emailed or delivered personally or by first-class, postage pre-paid mail as follows:

COUNTY OF MARIN
Jason Weber
Marin County Fire Chief
PO Box 518
Woodacre, CA 94973
jweber@marincounty.org

CITY OF SAN RAFAEL
City Manager
1400 Fifth Avenue
San Rafael, CA 94901
Cristine.Alilovich@cityofsanrafael.org
With copy to Fire Chief: Abraham.Roman@cityofsanrafael.org

For the County of Marin:

Dennis Rodoni
President
County of Marin Board of Supervisors

Signature: _____

Date: _____

For City of San Rafael:

Cristine Alilovich
City Manager
City of San Rafael

Signature: _____

Date: _____

Attachment A: Estimated Startup Costs and Annual Operating Costs for FY 2024-25

Table A: 911 Communications Services Cost Summary for FY 2024-25, if Startup Costs are paid annually over 15 years with a 2% amortized fee on the unpaid balance

	Share of Annual Cost of Services	Annual Cost of Services	Admin fee 3.5%	Startup Costs annual payment if paid over 15 years*	Total FY 2024-25
Novato	18.26%	\$ 917,835	\$ 32,124	\$ 94,110	\$ 1,044,070
San Rafael	23.94%	\$ 1,203,355	\$ 42,117	\$ 123,386	\$ 1,368,859
Ross Valley	7.22%	\$ 362,746	\$ 12,696	\$ 37,194	\$ 412,636
Kentfield	2.31%	\$ 116,284	\$ 4,070	\$ 11,923	\$ 132,278
Central Marin	7.74%	\$ 388,955	\$ 13,613	\$ 39,881	\$ 442,449
Southern Marin	13.41%	\$ 674,056	\$ 23,592	\$ 69,114	\$ 766,763
Tiburon	3.13%	\$ 157,091	\$ 5,498	\$ 16,107	\$ 178,696
Subtotal non-County	76%	\$ 3,820,323	\$ 133,711	\$ 391,716	\$ 4,345,750
MCFD	24%	\$ 1,206,418			
Total	100%	\$ 5,026,741			

* Please reference to Agreement Section 10. C. for the cost allocation to each entity.

Table B: 911 Communications Services Estimated Cost Summary for FY 2024-25, if Startup Costs are paid in full

	Share of Annual Cost of	Annual Cost of Services	Admin fee 3.5%	Startup Costs paid as lump sum*	Total FY 2024-25
Novato	18.26%	\$ 917,835	\$ 32,124	\$ 1,218,552	\$ 2,168,512
San Rafael	23.94%	\$ 1,203,355	\$ 42,117	\$ 1,597,619	\$ 2,843,091
Ross Valley	7.22%	\$ 362,746	\$ 12,696	\$ 481,594	\$ 857,036
Kentfield	2.31%	\$ 116,284	\$ 4,070	\$ 154,384	\$ 274,738
Central Marin	7.74%	\$ 388,955	\$ 13,613	\$ 516,390	\$ 918,959
Southern Marin	13.41%	\$ 674,056	\$ 23,592	\$ 894,902	\$ 1,592,550
Tiburon	3.13%	\$ 157,091	\$ 5,498	\$ 208,560	\$ 371,149
Subtotal non-County agencies:	76%	\$ 3,820,323	\$ 133,711	\$ 5,072,000	\$ 9,026,034
MCFD	24%	\$ 1,206,418		\$ 2,628,000	
Total	100%	\$ 5,026,741	\$ 133,711	\$ 7,700,000	

* Please reference to Agreement Section 10. C. for the cost allocation to each entity.