



AUGUST 22, 2018
CITY COUNCIL CHAMBERS
3:30 P.M. Closed Session; 4:30 P.M. Regular Session
201 N. Broadway, Escondido, CA 92025

MAYOR	Sam Abed
DEPUTY MAYOR	John Masson
COUNCIL MEMBERS	Olga Diaz Ed Gallo Michael Morasco
CITY MANAGER	Jeffrey Epp
CITY CLERK	Diane Halverson
CITY ATTORNEY	Michael McGuinness
DIRECTOR OF COMMUNITY DEVELOPMENT	Bill Martin
DIRECTOR OF ENGINEERING SERVICES	Julie Procopio

ELECTRONIC MEDIA:

Electronic media which members of the public wish to be used during any public comment period should be submitted to the City Clerk's Office at least 24 hours prior to the Council meeting at which it is to be shown.

The electronic media will be subject to a virus scan and must be compatible with the City's existing system. The media must be labeled with the name of the speaker, the comment period during which the media is to be played and contact information for the person presenting the media.

The time necessary to present any electronic media is considered part of the maximum time limit provided to speakers. City staff will queue the electronic information when the public member is called upon to speak. Materials shown to the Council during the meeting are part of the public record and may be retained by the Clerk.

The City of Escondido is not responsible for the content of any material presented, and the presentation and content of electronic media shall be subject to the same responsibilities regarding decorum and presentation as are applicable to live presentations.



Council Meeting Agenda

**August 22, 2018
4:30 P.M. Meeting**

**Escondido City Council
Mobilehome Rent Review Board**

CALL TO ORDER

MOMENT OF REFLECTION:

City Council agendas allow an opportunity for a moment of silence and reflection at the beginning of the evening meeting. The City does not participate in the selection of speakers for this portion of the agenda, and does not endorse or sanction any remarks made by individuals during this time. If you wish to be recognized during this portion of the agenda, please notify the City Clerk in advance.

FLAG SALUTE

ROLL CALL: Diaz, Gallo, Masson, Morasco, Abed

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. (Please refer to the back page of the agenda for instructions.) NOTE: Depending on the number of requests, comments may be reduced to less than 3 minutes per speaker and limited to a total of 15 minutes. Any remaining speakers will be heard during Oral Communications at the end of the meeting.

CONSENT CALENDAR

Items on the Consent Calendar are not discussed individually and are approved in a single motion. However, Council members always have the option to have an item considered separately, either on their own request or at the request of staff or a member of the public.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **[APPROVAL OF MINUTES: Regular Meeting of August 8, 2018](#)**

4. **[ESTABLISHING THE PROPERTY TAX RATE AND FIXED CHARGE ASSESSMENTS FOR GENERAL OBLIGATION BONDED INDEBTEDNESS -](#)**

Request the City Council approve establishing the property tax rate and fixed charge assessments for bonded indebtedness for the Fiscal Year 2018-19.

Staff Recommendation: **Approval (Finance Department: Sheryl Bennett)**

RESOLUTION NO. 2018-89

5. **[AUTHORIZE CONTRACTS TO ACQUIRE AND UTILIZE SOFTWARE AND SERVICING FOR THE CITYWORKS PROJECT -](#)**

Request the City Council approve authorizing agreements with Timmons Group for implementation services and the purchase of the Cityworks Project software.

Staff Recommendation: **Approval (Information Systems Department: Rob Van De Hey)**

RESOLUTION NO. 2018-132

6. **[KIT CARSON PARK WETLAND PERMITS MITIGATION AREAS CONSULTANT BID AWARD -](#)**

Request the City Council approve authorizing the Mayor and City Clerk to execute a Consulting Agreement with Habitat West, Inc. in the amount of \$147,541 for management of the Kit Carson Park Wetland Permits Mitigation Areas project.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-136

7. **[FIRST AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC. -](#)**

Request the City Council approve authorizing the Mayor and City Clerk to execute a First Amendment to the Public Services Agreement (PSA), exercising option period one (1) of the Right of Way Landscape Maintenance Services Request for Proposal (RFP) No. 18-02, extending the Agreement through June 30, 2010.

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2018-137

8. **2018-19 STUDENT SUCCESS INITIATIVE GRANT AND BUDGET ADJUSTMENT -**
Request the City Council approve authorizing the Director of Communications and Community Services or her designee to complete an application for the Pacific Library Partnership 2018-19 Student Success Initiative grant program; execute grant documents on behalf of the City; and approve the necessary budget adjustment to establish a new project number for tracking these grant funds.

Staff Recommendation: **Approval (Communications and Community Services Department: Joanna Axelrod)**

RESOLUTION NO. 2018-138

9. **SALE OF PROPERTY: 1750 W. CITRACADO PARKWAY, LOT #99 AT MOUNTAIN SHADOWS MOBILEHOME PARK -**

Request the City Council approve authorizing the Real Property Manager to execute documents necessary to complete the sale of 1750 W. Citracado Parkway, Lot #99 at Mountain Shadows Mobile Home Park.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2018-140

10. **AUTHORITY TO APPLY FOR HIGHWAY SAFETY IMPROVEMENT PROGRAM FUNDS -**

Request the City Council approve authorizing the Director of Engineering Services/City Engineer to complete an application to Caltrans for a federal Highway Safety Improvement Program (HSIP) grant to improve safety on Centre City Parkway; and if awarded, authorize the Director of Engineering Services/City Engineer or her designee to accept grant funds and complete grant documents on behalf of the City.

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2018-141

11. **2018 DONOR ADVISED FUND THROUGH THE OMAHA COMMUNITY FOUNDATION CANINE GRANT AND BUDGET ADJUSTMENT -**

Request the City Council approve authorizing the Escondido Police Department to accept a \$50,000 Canine Grant from a Donor Advised Fund through the Omaha Community Foundation through the Escondido Foundation; authorize the Chief of Police and Police Department staff to execute grant document on behalf of the City; and approve budget adjustments needed to spend grant funds. ***Continued from August 15, 2018.***

Staff Recommendation: **Approval (Police Department: Craig Carter)**

12. **CONTINUING EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE (HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES) -**

Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-143

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

13. [REPEAL ESCONDIDO MUNICIPAL CODE CHAPTER 19, ARTICLE 2, BOARD OF REVIEW, AND AMEND CITY PERSONNEL RULES AND REGULATIONS RULE 28, ADMINISTRATIVE REVIEW, AND APPEAL TO BOARD OF REVIEW -](#)
Approved on August 15, 2018 with a vote of 5/0
ORDINANCE NO. 2018-08 (Second Reading and Adoption)
14. [REZONE, MASTER DEVELOPMENT PLAN, DEVELOPMENT AGREEMENT, TENTATIVE SUBDIVISION MAP, GRADING EXEMPTIONS, AND SPECIFIC ALIGNMENT PLAN - WOHLFORD RESIDENTIAL SUBDIVISION \(SUB 15-0002, PHG 15-0004, AND ENV 15-0001\)](#)
Approved on August 15, 2018 with a vote of 5/0
ORDINANCE NO. 2018-17 (Second Reading and Adoption)
15. [AMENDMENTS TO THE ESCONDIDO ZONING CODE AND DOWNTOWN SPECIFIC PLAN TO CONDITIONALLY PERMIT DRIVE-THROUGH RESTAURANTS AND CONDITIONAL USE PERMIT FOR A NEW DRIVE-THROUGH RESTAURANT AT 350 W. VALLEY PARKWAY \(PHG 17-0014, PHG 17-0015, ENV 17-0003\) -](#)
Approved on August 15, 2018 with a vote of 5/0
ORDINANCE NO. 2018-18 (Second Reading and Adoption)

PUBLIC HEARINGS

16. [SHORT-FORM RENT REVIEW BOARD HEARING FOR CASA GRANDE ESTATES -](#)
Request the City Council consider for approval the short-form rent increase application submitted for Casa Grande Estates at 1001 S. Hale Avenue, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.10) for the period of December 31, 2015 to December 31, 2017.

Staff Recommendation: **Consider for Approval (Community Development Department: Bill Martin)**
RRB RESOLUTION NO. 2018-09
17. [COMMITMENT OF HOME CHDO FUNDS, AND APPROVAL AND AUTHORIZATION FOR RELEASE OF REQUEST FOR PROPOSALS FOR AFFORDABLE HOUSING PURPOSES -](#)
Request the City Council approve a Request for Proposal to be released for the acquisition, redevelopment, and rehabilitation of affordable housing; authorize the Director of Community Development to conditionally commit federal HOME Community Housing Development Organization (CHDO) funds in an amount not to exceed \$139,000 to Community HousingWorks (CHW) for the rehabilitation of six affordable rental units located at 1203 South Maple Street; and authorize the Mayor and City Clerk to execute an Affordable Housing Loan Agreement and all necessary loan and supporting agreements in forms acceptable to the City Attorney.

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**
RESOLUTION NO. 2018-97

FUTURE AGENDA

18. [FUTURE AGENDA -](#)

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- [WEEKLY ACTIVITY REPORT](#)

ORAL COMMUNICATIONS

The public may address the Council on any item that is not on the agenda and that is within the subject matter jurisdiction of the legislative body. State law prohibits the Council from discussing or taking action on such items, but the matter may be referred to the City Manager/staff or scheduled on a subsequent agenda. Speakers are limited to only one opportunity to address the Council under Oral Communications.

ADJOURNMENT

UPCOMING MEETING SCHEDULE

Date	Day	Time	Meeting Type	Location
August 29	-	-	No Meeting	-
September 5	-	-	No Meeting	-
September 12	-	-	No Meeting	-
September 19	Wednesday	3:30 & 4:30 p.m.	Regular Meeting	Council Chambers

TO ADDRESS THE COUNCIL

The public may address the City Council on any agenda item. Please complete a Speaker's form and give it to the City Clerk. Submission of Speaker forms prior to the discussion of an item is highly encouraged. Comments are generally limited to 3 minutes.

If you wish to speak concerning an item not on the agenda, you may do so under "Oral Communications." Please complete a Speaker's form as noted above.

Nomination forms for Community Awards are available at the Escondido City Clerk's Office or at <http://www.escondido.org/city-clerks-office.aspx>

Handouts for the City Council should be given to the City Clerk. To address the Council, use the podium in the center of the Chambers, STATE YOUR NAME FOR THE RECORD and speak directly into the microphone.

AGENDA, STAFF REPORTS AND BACK-UP MATERIALS ARE AVAILABLE:

- Online at <http://www.escondido.org/meeting-agendas.aspx>
- In the City Clerk's Office at City Hall
- In the Library (239 S. Kalmia) during regular business hours and
- Placed in the Council Chambers (See: City Clerk/Minutes Clerk) immediately before and during the Council meeting.

AVAILABILITY OF SUPPLEMENTAL MATERIALS AFTER AGENDA POSTING: Any supplemental writings or documents provided to the City Council regarding any item on this agenda will be made available for public inspection in the City Clerk's Office located at 201 N. Broadway during normal business hours, or in the Council Chambers while the meeting is in session.

LIVE BROADCAST

Council meetings are broadcast live on Cox Cable Channel 19 and U-verse Channel 99 – Escondido Gov TV. They can also be viewed the following Sunday and Monday evenings at 6:00 p.m. on those same channels. The Council meetings are also available live via the Internet by accessing the City's website at www.escondido.org, and clicking the "Live Streaming –City Council Meeting now in progress" button on the home page.

Please turn off all cellular phones and pagers while the meeting is in session.

**The City Council is scheduled to meet the first four Wednesdays
of the month at 3:30 in Closed Session and 4:30 in Open Session.
(Verify schedule with City Clerk's Office)**

**Members of the Council also sit as the Successor Agency to the CDC, Escondido Joint Powers
Financing Authority and the Mobilehome Rent Review Board.**

**CITY HALL HOURS OF OPERATION
Monday-Friday 8:00 a.m. to 5:00 p.m.**



If you need special assistance to participate in this meeting, please contact our ADA Coordinator at 839-4643. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility.

Listening devices are available for the hearing impaired – please see the City Clerk.



AFFIDAVITS

OF

ITEM

POSTING



Consent Item No. 2

August 22, 2018

APPROVAL

OF

WARRANT REGISTER

CITY OF ESCONDIDO

August 8, 2018
4:30 P.M. Meeting Minutes

Escondido City Council Mobilehome Rent Review Board

CALL TO ORDER

MOMENT OF REFLECTION

Joan Read led the Moment of Reflection.

FLAG SALUTE

Councilmember Diaz led the flag salute.

ATTENDANCE:

The following members were present: Councilmember Olga Diaz, Councilmember Ed Gallo, Deputy Mayor John Masson, Councilmember Michael Morasco, and Mayor Sam Abed. Quorum present.

Also present were: Jeffrey Epp, City Manager; Michael R. McGuinness, City Attorney; Bill Martin, Director of Community Development; Julie Procopio, Director of Engineering Services; Diane Halverson, City Clerk; and Jennifer Ekblad, Deputy City Clerk.

ORAL COMMUNICATIONS

Melinda Santa Cruz, Escondido, shared concerns regarding immigration and diseases.

Natalia King, San Diego, shared information regarding *I Love A Clean San Diego* and free resources.

Smitty Smith, Escondido, shared concerns regarding the bike lane on Broadway and spoke in opposition to high-rise housing.

Judy Persing, Escondido, thanked City staff for responding to traffic concerns on 9th Avenue and shared concerns regarding the future of Windsor Gardens.

CONSENT CALENDAR

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve all Consent Calendar items with the exception of items 5 and 9. Item 5 was removed and was not discussed. Motion carried unanimously.

1. **AFFIDAVITS OF PUBLICATION, MAILING AND POSTING (COUNCIL/SUCCESSOR AGENCY/RRB)**
2. **APPROVAL OF WARRANT REGISTER (Council/Successor Agency)**
3. **APPROVAL OF MINUTES: Regular Meeting of July 11, 2018**

- 4. CODE ENFORCEMENT STAFFING REORGANIZATION AND BUDGET ADJUSTMENT -**
Request the City Council approve a Fiscal Year 2018-19 budget adjustment and authorize the reorganization of Code Enforcement staffing by reallocating FY 2018-19 General Funds earmarked for four (4) unfilled part-time positions to add one full-time Code Enforcement Officer Position. (File No. 0430-30)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

- 5. LEASE AGREEMENT WITH ESCONDIDO COMMUNITY CHILD DEVELOPMENT CENTER -**
Request the City Council approve authorizing the Real Property Manager and the City Clerk to execute a Lease Agreement with Escondido Community Child Development Center for the property at 613 East Lincoln Avenue. (File No. 0600-10 [A-3258])

Staff Recommendation: **Approval (Engineering Services Department: Julie Procopio)**

RESOLUTION NO. 2018-119

THIS ITEM WAS REMOVED AND NOT DISCUSSED.

- 6. CONTINUING EMERGENCY REPAIR OF FIVE SECTIONS OF ESCONDIDO SEWER PIPELINE (HALE AVENUE UNDERPASS OF I-15, KIA DEALERSHIP PARKING LOT, SOUTH HALE AVENUE, CASA GRANDE MOBILE ESTATES, AND GREEN TREE MOBILE HOME ESTATES) -**
Request the City Council approve declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property. (File No. 0600-10 [A-3242])

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-121

- 7. AMENDMENT TO THE POLICE NON-SWORN MEMORANDUM OF UNDERSTANDING -**
Request the City Council approve an amendment to the Memorandum of Understanding (MOU) between the City of Escondido and the Escondido Police Officers' Association, Non-Sworn Bargaining Unit, with a three-year term commencing July 1, 2017 through June 30, 2020. (File No. 0740-30)

Staff Recommendation: **Approval (Human Resources Department: Sheryl Bennett)**

RESOLUTION NO. 2018-123

- 8. GRANT APPLICATION FOR BUREAU OF RECLAMATION TITLE XVI FUNDING OPPORTUNITY FOR THE PLANNED MEMBRANE FILTRATION/REVERSE OSMOSIS (MFRO) FACILITY -**
Request the City Council approve verifying the City of Escondido's financial capability and commitment to meet established deadlines upon entering into a grant or cooperative agreement, should the City receive a financial award from the Bureau of Reclamation's WaterSMART: Title XVI funding program. An award from the Title XVI program would be used for construction of the proposed Membrane Filtration Reverse Osmosis (MFRO) Facility. (File No. 1340-02)

Staff Recommendation: **Approval (Utilities Department: Christopher W. McKinney)**

RESOLUTION NO. 2018-130

9. THIRD AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR POLICE AND FIRE EMERGENCY SAFETY VEHICLE OUTFITTING SERVICES WITH AMERICAN EMERGENCY PRODUCTS -

Request the City Council approve authorizing the Mayor and the City Clerk to execute a Third Amendment to the Public Services Agreement, exercising the Option Period 3 of the Vehicle Outfitting Services Request for Proposal No. 14-01 for Emergency Police and Fire vehicles. (File No. 0600-10 [A-3122])

Staff Recommendation: **Approval (Public Works Department: Joseph Goulart)**

RESOLUTION NO. 2018-131

Joseph Goulart, Assistant Director of Public Works, was available for questions.

MOTION: Moved by Councilmember Morasco and seconded by Deputy Mayor Masson to approve authorizing the Mayor and the City Clerk to execute a Third Amendment to the Public Services Agreement, exercising the Option Period 3 of the Vehicle Outfitting Services Request for Proposal No. 14-01 for Emergency Police and Fire vehicles and adopt Resolution No. 2018-131. Motion carried unanimously.

10. ADOPT REVISIONS TO THE ESCONDIDO SECTION OF THE SAN DIEGO COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN -

Request the City Council approve the revisions to the Escondido section of the San Diego County Multi-Jurisdictional Hazard Mitigation Plan. (File No. 0220-35)

Staff Recommendation: **Approval (Fire Department: Rick Vogt)**

RESOLUTION NO. 2018-133

CONSENT – RESOLUTIONS AND ORDINANCES (COUNCIL/SUCCESSOR AGENCY/RRB)

The following Resolutions and Ordinances were heard and acted upon by the City Council/Successor Agency/RRB at a previous City Council/Successor Agency/Mobilehome Rent Review meeting. (The title of Ordinances listed on the Consent Calendar are deemed to have been read and further reading waived.)

PUBLIC HEARINGS

11. SHORT-FORM RENT REVIEW BOARD HEARING FOR GREEN TREE MOBILE ESTATES -

Request the City Council consider for approval the short-form rent increase application submitted for Green Tree Mobile Estates located at 1301 S. Hale Avenue, and if approved, grant an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.48) for the period of December 31, 2015 to December 31, 2017. (File No. 0697-20-10167)

Staff Recommendation: **Consider for Approval (Community Development Department: Bill Martin)**

RRB RESOLUTION NO. 2018-07

Belinda Rojas, Program Administrator, and Stephen Jacobson, Code Enforcement Officer, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

Stan Anderson, Owner's Representative, shared comments regarding recent improvements to the mobilehome park and plans for additional improvements.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

MOTION: Moved by Councilmember Gallo and seconded by Councilmember Morasco to approve the short-form rent increase application submitted for Green Tree Mobile Estates located at 1301 S. Hale Avenue, granting an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.48) for the period of December 31, 2015 to December 31, 2017 and adopt RRB Resolution No. 2018-07. Motion carried unanimously.

12. COBBLESTONE VILLAGE RESYNDICATION AND REHABILITATION -

Request the City Council approve authorizing the assumption of existing affordable housing loans by Cobblestone Village Apartments, L.P. to facilitate a major rehabilitation of Cobblestone Village Apartments located at 360 E. Washington Avenue; and authorize execution of all necessary deeds and agreements in form approved by the City Attorney. (File No. 0875-21)

Staff Recommendation: **Approval (Community Development Department: Bill Martin)**

RESOLUTION NO. 2018-113

Karen Youel, Housing and Neighborhood Services Manager, presented the staff report utilizing a PowerPoint presentation.

Mayor Abed opened the public hearing and asked if anyone wanted to speak on this issue in any way.

Belinda Lee, Applicant, was available to answer questions and thanked Council for consideration of the project.

Mayor Abed asked if anyone else wished to speak. No one asked to be heard; therefore, he closed the public hearing.

MOTION: Moved by Deputy Mayor Masson and seconded by Councilmember Morasco to approve authorizing the assumption of existing affordable housing loans by Cobblestone Village Apartments, L.P. to facilitate a major rehabilitation of Cobblestone Village Apartments located at 360 E. Washington Avenue; and authorize execution of all necessary deeds and agreements in form approved by the City Attorney and adopt Resolution No. 2018-113. Motion carried unanimously.

FUTURE AGENDA

13. FUTURE AGENDA -

The purpose of this item is to identify issues presently known to staff or which members of the City Council wish to place on an upcoming City Council agenda. Council comment on these future agenda items is limited by California Government Code Section 54954.2 to clarifying questions, brief announcements, or requests for factual information in connection with an item when it is discussed.

Staff Recommendation: **None (City Clerk's Office: Diane Halverson)**

COUNCIL MEMBERS' SUBCOMMITTEE REPORTS

Councilmember Gallo shared information regarding North County Transit District's September is Rail Safety Month; North County Transit purchased five new locomotives, and is seeking feedback regarding logo and website; SANDAG Borders Committee Meeting recognized Tijuana's 100th anniversary, San Ysidro border crossing will be adding additional pedestrian and bus lanes; San Diego Water Authority will be holding a Citizens Water Academy.

Mayor Abed reported SANDAG received a presentation from the Transnet Oversight Committee.

CITY MANAGER'S WEEKLY ACTIVITY REPORT

The most current information from the City Manager regarding Economic Development, Capital Improvement Projects, Public Safety and Community Development.

- **WEEKLY ACTIVITY REPORT -**

ORAL COMMUNICATIONS

ADJOURNMENT

Mayor Abed adjourned the meeting at 5:12 p.m.

MAYOR

CITY CLERK

DEPUTY CITY CLERK



CITY COUNCIL STAFF REPORT

Consent Item No. 4

August 22, 2018

File No. 0440-35

SUBJECT: Establishing the Property Tax Rate and Fixed Charge Assessments for General Obligation Bonded Indebtedness

DEPARTMENT: Finance Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-89 to establish the property tax rate and fixed charge assessments for bonded indebtedness for Fiscal Year 2018-19.

FISCAL ANALYSIS:

A total of \$4,805,500 will be needed for the annual debt service payments for the General Obligation Bonds. This represents \$1,420,250 due in March 2019, and \$3,385,250 due in September 2019.

PREVIOUS ACTION:

The City Council certified the results of the November 2, 2004, election approving Proposition P on December 1, 2004. On July 12, 2006, the City Council authorized the issuance and sale of the General Obligation Bonds. The Bonds provided financing for the construction of three new fire stations, a replacement of Fire Station 1, and a combined Police and Fire Headquarters Facility.

The City of Escondido General Obligation Bonds, Election of 2004, Series A (Fire, Police, and Emergency Response Measure) were sold on August 1, 2006, and subsequent to the April 22, 2015, adoption of Resolution No. 2015-60R, authorizing the sale and issuance of the City of Escondido General Obligation Refunding Bonds Series 2015, were redeemed in their entirety. The General Obligation Refunding Bonds Series 2015 were issued on June 9, 2015.

BACKGROUND:

General Obligation Bonds are secured by the legal obligation to levy an ad valorem property tax upon taxable property within the City in an amount sufficient to pay the yearly debt service (principal and interest) payment. The debt service payment for March 2019 is \$1,420,250, and the debt service payment for September 2019 is \$3,385,250. The City is required to set a tax rate to meet these financial obligations. The assessed value for property in Escondido is used as the basis for applying the levy to taxable properties.

Property Tax Rate for General Obligation Bonds
 August 22, 2018
 Page 2

The starting point for calculating the property tax levy is the current year taxable assessed value. To this assessed value amount, a delinquency factor is applied. The City's Fiscal Year 2017-18 actual delinquency rates for secured and unsecured property were .72 percent and 1.54 percent, respectively, and the five-year average delinquency rates were .85 percent and 1.90 percent.

For Fiscal Year 2018-19, the City has used a 2.5 percent delinquency factor in calculating the property tax rate for both secured and unsecured property. This rate represents a 1.0 percent decrease from the prior year factor, taking into account the last fiscal year of declining delinquency rates while still providing a conservative provision for estimated Fiscal Year 2018-19 delinquencies. The delinquency factors used in calculation of the property tax rate for the past five tax years 2013-14 to 2017-18 were 3.0 percent, 3.0 percent, 2.5 percent, 2.5 percent, and 3.5 percent, respectively.

The County of San Diego has provided to the City the estimated 2018-19 Fiscal Year assessed valuations to be used for the tax rate computation. A two-year comparison of the City's secured and unsecured assessed valuations, as adjusted by the applicable annual delinquency factor, is shown below. The net collectible assessed valuations increased by approximately 6.7 percent. This increase in net collectible assessed value will cause a decrease in the calculated property tax rate for Fiscal Year 2018-19.

Description	FY 2017-18	FY 2018-19	% Increase (Decrease) in Valuation
Secured Assessed Valuation	\$14,706,818,260.00	\$15,516,843,813.00	
Less Delinquency Factor	(514,738,639.10)	(387,921,095.33)	
Net Collectible Secured	14,192,079,620.90	15,128,922,717.67	6.60%
Unsecured Assessed Valuation	482,415,492.00	524,075,100.00	
Less Delinquency Factor	(16,884,542.22)	(13,101,877.50)	
Net Collectible Unsecured	465,530,949.78	510,973,222.50	9.76%
TOTAL ALL NET COLLECTIBLE	\$14,657,610,570.68	\$15,639,895,940.17	6.70%

The property tax rate calculation takes into account any additional financial resources in the Debt Service Fund that may be used to reduce the amount of tax levy needed, including investment interest received, fund balance, penalties and interest received on delinquent property tax receipts, and other miscellaneous taxable revenue.

Property Tax Rate for General Obligation Bonds
August 22, 2018
Page 3

In order to collect the required debt service, the property tax rate will be set at 0.02550 per \$100 of assessed value. This represents \$25.50 per \$100,000 of assessed value, resulting in a decrease of \$1.51 when compared to last year's property tax rate of \$27.01.

Based on current and updated information, we estimate that the average annual tax rate over the life of the bonds will be \$30.55 per \$100,000. This estimate assumes a future annual growth in secured assessed valuation of 2.0 percent, and allows for estimated future delinquencies of 2.5 percent. During the November 2, 2004 election, the ballot measure provided to the citizens of Escondido estimated that the average annual tax rate over the life of the bonds would be \$33.44 for \$100,000 of assessed valuation for single-family homes, based on a 3 percent annual growth rate in secured assessed valuations.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Sheryl Bennett, Deputy City Manager/Administrative Services
8/15/2018 2:31 p.m.

ATTACHMENTS:

1. Resolution No. 2018-89
2. Resolution No. 2018-89 – Exhibit A Certificate and Calculation of Property Tax Rate for 2018-19

RESOLUTION NO. 2018-89

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
ESTABLISHING THE PROPERTY TAX RATE
AND FIXED CHARGE ASSESSMENTS FOR
BONDED INDEBTEDNESS FOR FISCAL
YEAR 2018-19

WHEREAS, the City Council of the City of Escondido desires to establish the rate of property tax required to generate an amount of revenue from the tax base to provide sufficient moneys to pay debt service on the voter approved bonded indebtedness payable during the fiscal year ending June 30, 2019; and

WHEREAS, the total net taxable secured assessed valuation of the City of Escondido is now estimated at \$15,516,843,813 full value; and

WHEREAS, the total net taxable unsecured assessed valuation of the City of Escondido is now estimated at \$524,075,100 full value; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, as follows:

1. That the above recitations are true.
2. That the property tax rate within the City for the City of Escondido General Obligation Refunding Bonds, Series 2015 (Fire, Police, and Emergency Response Measure) for the fiscal year ending June 30, 2019, be and hereby is established at \$0.02550 per \$100 assessed value.

3. That the City Manager and the Deputy City Manager/Administrative Services are each hereby directed and authorized to take any and all actions necessary to ensure that such property tax rate is enrolled with the County of San Diego Auditor & Controller, including, but not limited to, filing the Tax Amount Rate Certificate attached hereto as Exhibit "A" and is incorporated by this reference.

\$61,520,000
CITY OF ESCONDIDO
San Diego County, California
General Obligation Refunding Bonds, Series 2015
(Fire, Police and Emergency Response Measure)

I, Sheryl Bennett, hereby certify that I am the Deputy City Manager/Administrative Services of the City of Escondido (the "City"), and as such I am authorized to execute this certificate on behalf of the City.

I hereby further certify that in connection with the City's \$61,520,000 General Obligation Refunding Bonds, Series 2015 (Fire, Police and Emergency Response Measure) the City Council has adopted the attached Resolution No. 2018-89 establishing the tax rate and fixed charge assessments for bonded indebtedness for 2018-19 and attached herewith is the summary for the calculation of the property tax rate for 2018-19.

IN WITNESS WHEREOF, I hereunto set my hand this 22nd day of August, 2018.

CITY OF ESCONDIDO

By:

Sheryl Bennett, Deputy City Manager/
Administrative Services

**City of Escondido
 General Obligation Refunding Bonds, Series 2015
 Calculation of Debt Service Requirements
 Fiscal Year 2018-19**

<u>Description</u>	<u>Delinquency Rate at 2.50%</u>	<u>FY 18-19 Tax Rate Calculation</u>
Resources Required:		
FY 18-19 Debt Service Payments:		
March 2019	\$ 1,420,250.00	
September 2019	3,385,250.00	
	<hr/>	
Total Required		\$ 4,805,500.00
Resources Available:		
Cash as of June 30, 2018	4,107,902.22	
Debt Service Payment, September 2018	(3,327,650.00)	
Payment of Trustee Fees	(1,000.00)	
Consultant Fees	(3,250.00)	
	<hr/>	
Remaining Cash Resources after next Debt Service Payment	776,002.22	
FY 17-18 Property Tax Revenue Apportionment #13, not yet recorded in G/L	33,848.86	
	<hr/>	
Total Resources Available for FY 18-19 Debt Service Payments		809,851.08
		<hr/>
Net FY 18-19 Tax Revenues needed for Debt Service Requirement		3,995,648.92
Unsecured Calculation:		
FY 18-19 Taxable Unsecured Assessed Valuation for the City - without Homeowners Exemptions	524,075,100.00	
Delinquency Factor	(13,101,877.50)	
	<hr/>	
Estimated Net Collectible Unsecured Assessed Valuation	510,973,222.50	
FY 17-18 Tax Rate Per \$100 of Net Assessed Value	0.027010	
	<hr/>	
Total Unsecured times Tax Rate divided by \$100		138,013.87
		<hr/>
Total Remaining FY 18-19 Debt Service Coverage Requirement to be Levied against Secured Property		\$ 3,857,635.05
		<hr/>
Secured Calculation:		
FY 18-19 Taxable Secured Assessed Valuation for the City - without Homeowners Exemptions	15,516,843,813.00	
Delinquency Factor	(387,921,095.33)	
	<hr/>	
Estimated Net Collectible Secured Assessed Valuation	15,128,922,717.68	
	<hr/>	
Net FY 18-19 Collectible Taxable Secured Assessed Valuation divided by \$100		\$151,289,227.18
		<hr/>
FY 18-19 Tax Rate per \$100 of Net Assessed Value		0.02550
		<hr/>

CITY COUNCIL STAFF REPORT

Consent Item No. 5

August 22, 2018

File No. 0600-10, A-3261

SUBJECT: Authorize Contracts to Acquire and Utilize Software and Servicing for the Cityworks Project

DEPARTMENT: Information Systems Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-132, which authorizes agreements with Timmons Group for implementation services and the purchase of the Cityworks Project software.

FISCAL ANALYSIS:

The total estimated cost of the Cityworks Project is \$416,000. Funding for software acquisition and implementation is included the current General Fund budget adopted by the City Council in June 2018.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This effort aligns with the following Priority Areas:

- 1) Economic Development, Strategy #7: "...prioritize high profile projects...evaluate opportunities for streamlining their processing..."
- 2) Fiscal Management, Strategy 12: "Identify cost-reducing and revenue generating opportunities."

BACKGROUND:

The City's Police, Fire, Finance, Planning, Engineering, Building, Code Enforcement, and Business License staffs have relied on the software program TRAKiT for several years to process applications, track projects, maintain records, and manage workflow. The TRAKiT program was adopted separately by each department as the need for technology arose, but there was no Citywide "big picture" plan, implementation, or dedicated staff managing the software, conducting training, or analyzing the needs and customer satisfaction. As demands on staff have increased, staff has discovered limitations in the TRAKiT program that are impeding efficiencies and limiting staff's efforts to streamline processes.

TRAKiT no longer meets the City's needs and cannot be further upgraded. New software that better serves the City and the public is warranted. Specifically, the new software needs to accommodate mobile devices, GIS data, and public access to conduct business online (i.e. online business license, permits, plan submittals, electronic plan reviews, schedule inspections, status updates, online payments). Such a software will also promote governmental transparency and enhance the efficient operation that City of Escondido staff strives to deliver.

DISCUSSION/ANALYSIS:

During the last several months, staff has been evaluating a variety of software programs aimed at combining technology with business processes to create effective and efficient workflows between the City and citizens, customers, developers, businesses, and the public. The Cityworks Project (Cityworks) is a combination of software (Cityworks PLL, OnBase, and Timmons Public Portal) successfully employed by a number of public agencies that incorporates these technologies while integrating industry best practices to achieve a system that can be customized for Escondido's specific needs.

The proposed Cityworks offers a modern, "customer facing" web portal for online services and payments. A summary of the benefits is provided in Attachment 1 to this staff report. It is mobile friendly for City staff working in the field. It is "GIS centric," which allows staff to link all cases (projects, permits, licenses, etc.) to locations on a map. The program also allows outside vendors to interface with the software, integrates with other software modules, and creates an environment of competition and innovation that ensures the software will remain updated and relevant for future purposes.

Under the proposed contract, Timmons Group and sub-contractor, Konica Minolta Business Solutions (KMBS), will provide complete implementation services and configuration of Cityworks. The service contract will be implemented in two phases: Phase One will implement Cityworks, with a primary goal to bring business licensing services online with internal workflow, online applications & renewals, online payments and document management. Phase Two will complete the service contract implementing the remaining scope of services outlined in the proposed contract with the following project goals.

Goal 1: Analyze and streamline workflows

Cityworks combines technology and business processes to create new behaviors, new workflows, and new skills. This first step will establish a solid foundation of well-defined business processes and defined customer-oriented solutions. In the process of implementing these technology tools, staff will analyze and gain clarity on the City's existing processes, streamline the technology and data needs, and identify tangible improvement areas for overall efficiencies.

Goal 2: Create cross-departmental efficiencies

Many of the City's processes and applications involve staff in multiple departments working simultaneously. The new process will enhance and strengthen cross-departmental partnerships and that will continue to produce more effective communication and ideas for efficiencies. The result will be a comprehensive solution for the entire City not just a single department or aspect of our business.

Goal 3: Create a paperless management system for Community Development

The consultant will integrate specialized electronic content management (ECM) components with Cityworks. This will give City staff instant access to plan sets, reports, and documents from one central repository allowing for a seamless connection to review and edit plans electronically creating a paperless management system of plan sets, markups, and other documents. Additionally, the proposed program will act as the foundation for a scalable content management system that can expand across

the organization, i.e. Citywide records management, reporting dashboards, document lifecycle management, electronic forms and workflow automation for other departments, etc.

Goal 4: Improve customer experience

Online services through a web portal will allow for faster turnaround times, more self-service options, document exchange, staff interaction, payments, status updates, etc.

STAFF RECOMMENDATION:

It is staff's recommendation that City Council authorize the purchase and implementation of the various required software for the Cityworks Project as provided in Resolution No. 2018-132. Transitioning to Cityworks will further Escondido's efforts for a more transparent government, streamline economic development processing, and reduce cost through efficiencies by improving internal workflows. This new system will also provide mobile technology to staff in the field, allow customers to interact with staff online, and offer online applications, renewals, and payment options (e.g. business license) using a public web portal.

The increased cost as compared to the TRAKiT system is justified because of the staff efficiencies and the resulting improvements to customer service. To maximize return on this investment, Information Systems Department will have dedicated staff to manage the software and coordinate with all departments so proper workflows are implemented, initial and ongoing training occurs, and future product planning exists

NEXT STEPS IN THE PROCESS:

Subject to City Council approval, the consultant will immediately commence the City's transition to the Cityworks. The City's Business License staff will begin using the new program by December 2018, and Cityworks will be fully implemented for use by all staff and the public by mid-2019.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Robert Van De Hey, Director of Information Systems
8/16/2018 9:00 a.m.

ATTACHMENTS:

1. Attachment 1 – Benefits Matrix
2. Resolution No. 2018-132
3. Resolution No. 2018-132 – Exhibits A, B, C, & D

Summary of Benefits from Cityworks
<p>GIS Centric (All items are linked to a physical map location, parcel, or entity)</p> <ul style="list-style-type: none"> • Ability to view projects/permits/licenses/code cases and any documents managed by OnBase associated with a location on a map. • Single GIS data set to manage increasing accuracy and efficiency.
<p>Strong workflow steps for Project/Permit/License</p> <ul style="list-style-type: none"> • Strong workflows create efficiencies, reduce processing times, improve consistency of work across employees, and provide the ability to access status updates and easily report open items internally and through the customer-facing web portal.
<p>Open APIs</p> <ul style="list-style-type: none"> • This creates an open market for companies to compete for our business by allowing City staff or third party developers to create interfaces. • Additional stakeholders ensures the success of the product and continued ongoing improvements to Cityworks PLL.
<p>Online Public Web Portal</p> <ul style="list-style-type: none"> • Allows customers to access applications and renewals for business licenses; • Allows customers to access applications for certain classes of building permits; • Contractors can schedule inspections, exchange plans and correspondence with City staff; • Integrate payment processing with Invoice Cloud (Utility Billing's payment provider) or other types of payments; • Reduces phone calls for information and status updates; • Reduces front counter traffic; • Reduces staff time required to research information available online.
<p>Mobile friendly</p> <ul style="list-style-type: none"> • Unique interfaces and apps designed specifically for mobile/tablet use will expand the ability of City staff to work efficiently in the field resulting in increased productivity, improved customer service and reduced travel times.
<p>Integration with Cityworks AMS</p> <ul style="list-style-type: none"> • Information tied to assets in existing X software can be viewed in Cityworks PLL. • Workflows and tasks can cross between products.

RESOLUTION NO. 2018-132

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
AUTHORIZING THE MAYOR AND CITY
CLERK, TO EXECUTE, ON BEHALF OF THE
CITY, A PUBLIC SERVICE AGREEMENT FOR
THE CITYWORKS PLL, TIMMONS GROUP
PUBLIC FACING PLL PORTAL, AND HYLAND
ONBASE SOFTWARE IMPLEMENTATION
SERVICES

WHEREAS, the City of Escondido (“City”) currently is using CRW/Superion TRAKiT .NET software; and

WHEREAS, the Director of Information Systems recommends the purchase and implementation of Cityworks PLL, Timmons Group Public Facing Portal, and Hyland OnBase software and data migration from CRW/Superion TRAKiT .NET; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve these purchases and Public Services Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true and correct.
2. That the Mayor and City Clerk are authorized to execute, on behalf of the City, a Public Services Agreement with Timmons Group for the implementation services, which is attached hereto as Exhibit “A” and incorporated by this reference, as may be approved and modified by the City Attorney.
3. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the purchase of Cityworks PLL software, which is attached hereto as Exhibit “B”

and incorporated by this reference, as may be approved and modified by the City Attorney.

4. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the purchase of Timmons Group PLL Portal software, which is attached hereto as Exhibit "C" and incorporated by this reference, as may be approved and modified by the City Attorney.

5. That the Mayor and City Clerk are authorized to execute, on behalf of the City, the purchase of Hyland OnBase software, which is attached hereto as Exhibit "D" and incorporated by this reference, as may be approved and modified by the City Attorney.



CITY OF ESCONDIDO
PUBLIC SERVICES AGREEMENT

This Agreement is made this _____ day of August, 2018.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Robert Van De Hey
760-839-6213
("CITY")

And: Timmons Group
1001 Boulders Parkway
Suit 300
Richmond, VA, 23225
Attn: Lou Garcia
443-904-3897
("CONTRACTOR")

WHEREAS, the CITY and CONTRACTOR desire to enter into this Agreement for the performance of services;

NOW, THEREFORE, it is mutually agreed as follows:

1. Description of Services. CONTRACTOR will furnish all of the services described in "Attachment A," which is attached and incorporated by this reference. CONTRACTOR agrees to diligently perform such services to their completion, with professional quality and technical accuracy.
2. Compensation. The CITY will pay and CONTRACTOR will accept in full payment for the above work, for an amount not to exceed \$250,000. Any breach of this Agreement will relieve CITY from the obligation to pay CONTRACTOR, if CONTRACTOR has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONTRACTOR contained in subsequent amendment(s) shall not exceed a cumulative total of ten percent (10%) of the maximum payment provided for in this Section 2.
3. Term and Time of Performance. CONTRACTOR must start working within one (1) week from City's notice to begin. CONTRACTOR must diligently perform and complete the work by a mutually agreed upon timeline. Extension of terms or time of performance may be made only upon the City's written consent.

4. Scope of Compensation. CONTRACTOR will be responsible for performance of the tasks specified in the Description of Services in "Attachment A." No compensation will be provided for any other tasks without specific prior written consent from the CITY.
5. Performance. CONTRACTOR must faithfully perform in a proficient manner, to the satisfaction of the CITY, all the work or services described in the Description of Services, above.
6. City Property. All original documents, drawings, electronic media, and other material prepared by CONTRACTOR under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONTRACTOR for any other purpose without prior written consent of the CITY.

7. Insurance Requirements.

- a. The CONTRACTOR shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 7(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
- b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONTRACTOR acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of CONTRACTOR. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONTRACTOR _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The endorsement must be ISO Form CG2010 11/85 edition or its equivalent for General Liability endorsements and CA 20-01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONTRACTOR's work, including its on-going operations and products-completed operations hazard.

- (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
- d. In executing this Agreement, CONTRACTOR agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
8. Indemnification. CONTRACTOR (which in this paragraph 8 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONTRACTOR in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONTRACTOR may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONTRACTOR.

Stormwater Indemnification. CONTRACTOR shall further indemnify, defend, and hold harmless CITY and its officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, proceedings, suits, administrative proceeds, damages, fines, penalties, judgments, orders, liens, levies, costs and expenses of whatever nature, including reasonable attorney's fees and disbursements, arising out of any violation, or claim of violation of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001), as amended or renewed, of the California Regional Water Quality Control Board Region 9, San Diego, which CITY might suffer, incur, or become subject by reason of or occurring as a result of or allegedly caused by the construction of the Project or the Improvements.

9. Anti-Assignment Clause. Since the CITY has relied on the particular skills of CONTRACTOR in entering this Agreement, CONTRACTOR may not assign, delegate, or sublet any duty or right under this Agreement, or any portion of the Description of Services. Any such purported assignment, delegation, or subletting will void this entire Agreement, unless the CITY has previously approved such action in writing. Unless CONTRACTOR assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONTRACTOR shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
10. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.
11. Independent Contractor. CONTRACTOR is an independent contractor and no agency or employment relationship is created by the execution of this Agreement.
12. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.

13. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived because any other provision has been waived by CITY, in whole or in part.
14. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
15. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
16. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
17. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
18. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party.
19. Business License. The CONTRACTOR is required to obtain a City of Escondido Business License prior to execution of this Agreement.
20. Compliance with Applicable Laws, Permits and Licenses. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. This shall include, but not limited to, all California Labor Code laws regarding payment of prevailing wages and all OSHA regulations. CONTRACTOR shall obtain any and all licenses, permits, and authorizations necessary to perform the services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
21. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.
22. Immigration Reform and Control Act of 1986. CONTRACTOR shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONTRACTOR affirms that as a

licensed Contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONTRACTOR agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Diane Halverson
City Clerk

Date: _____

Timmons Group

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Attachment "A"
RFP #19-03 Cityworks PLL Implementation Services

This agreement, along with the Timmons' Group proposal response, attached hereto as Attachment "B", sets forth the specific terms and conditions under which Timmons Group agrees to provide the following services to City of Escondido using a combination of city and vendor led implementation.

1. Project Scope

- A. The Timmons Group Team will work with Escondido to refine or create new workflows, following existing business rules and other criteria so that Escondido can leverage Cityworks PLL (PLL), the Timmons Group Public facing PLL Portal, and Hyland OnBase to meet the City's Community Development goals. The implementation services outlined here and the RFP proposal, Attachment "B", will be applied to processes and to refine them as necessary to include best practices, and to fully and effectively utilize the full capabilities of Cityworks Server PLL, the Timmons Group PLL Portal and Hyland OnBase. This service contract is to fulfil parts 1, 2, and 4 of the RFP listed below.
- Part 1: The implementation and configuration of PLL, data conversion (from CRW/Superion TRAKiT .NET), and report customization/creation.
 - City-led implementation: it is the City's goal to pursue a "city-led" approach to the PLL portion of the project as outlined in Attachment "B." Timmons Group will provide initial project startup assistance, initial user and technical training, translation of gathered requirements into PLL configuration documents, PLL implementation expertise, and overall guidance on this portion of the project. The City will perform most of the PLL configuration data entry, create most of the reports, and develop and run the data conversions.
- Part 2: The implementation and configuration of the Timmons Group Public Facing Portal for PLL.
 - Vendor-led implementation: as outlined in Attachment "B."
- Part 4: The implementation and configuration of Hyland OnBase for electronic plan review and document management for PLL.
 - Vendor-led implementation: as outlined in Attachment "B."

2. Outcomes of the Service Contract

- A. PLL, the Timmons Group Portal, and Hyland OnBase are configured and operating optimally and according to best practices.
- B. Appropriate contractors and citizens have been notified and are aware of the online Portal and its capabilities.
- C. Members of the public are able to make full use of the public portal for online business license applications and renewals, payments, document exchange, inspection scheduling, notifications, etc.
- D. All of the needed TRAKiT historical and current data has been successfully converted into PLL.
- E. The reports and saved searches necessary to Cityworks business processes are completed and ready to run whenever needed.
- F. City personnel are fully trained and prepared to take full advantage of the enhanced functionality provided by PLL, Timmons Portal and Hyland OnBase.
- G. City personnel are able to work in a paperless, or near-paperless manner, taking advantage of the new electronic data exchange, electronic plan review, and remote access capabilities provided by the public portal and Hyland OnBase.

3. Staffing and Personnel assigned to project

- A. Personnel presented and outlined with education, expertise and experience in the RFP proposal, Attachment "B" pages 5-17, will not be substituted without City of Escondido approval.

4. Phased Approach

- A. The scope of the service contract will be implemented in a two phase process. Phase one will be the have the goal to go live with the implementation of PLL server, Timmons Group Portal and Hyland OnBase ECP with a primary goal to bring business licensing services online with internal work flow, online applications, online renewals, online payments and electronic document management. Phase two will complete the service contract implementing the remaining scope of services outlined in this document and the proposed RFP, Attachment "B".

5. Scope of Work

- A. Timmons Group and sub-contractor, Konica Minolta Business Solutions (KMBS), will provide implementation services and or guidance to City staff for all Parts outlined in the RFP proposal, Attachment "B", including implementation and configuration of Cityworks Server PLL, the implementation and configuration of Timmons Group Public Facing PLL Portal, the implementation and configuration of Hyland OnBase document management and plan review.

The Timmons Group approach to Cityworks® Server PLL implementation and configuration is to work interactively with the City of Escondido, to identify and rank the workflows and interactively model the processes in PLL. Through this effort City staff, who are designated to manage and maintain PLL, will participate in the development process and learn the nuances of building the workflows, templates, and cases. A comprehensive training program that is focused on creation, maintenance, and administration of PLL using City specific workflows created with City staff will be pursued. Timmons Group and any sub-contractors will pursue processes that are cost effective and ensures the City is comfortable in taking ownership of their PLL environment. At a minimum the configuration will include the following for the PLL implementation process:

- Planning and Zoning**
- Site Plan Review**
- Fee Calculation**
- Permits**
- Building Plan Review**
- Inspections**
- Code Enforcement**
- Licensing**

The implementation team will facilitate a series of workshops with identified Cityworks users for the purpose of establishing the necessary understanding of individual responsibilities, work processes, regulatory stressors, etc. Timmons Group will assist City staff to configure PLL, develop reports, and convert legacy data from the existing software product and associated database (TRAKiT) within our proposed scope of services, as well as identify integrations to other City systems. Tasks to achieve the aforementioned objectives are outlined in the RFP proposal, Attachment "B".

KMBS will provide the necessary implementation services to configure the Hyland OnBase ECM components for an integrated plan review and document management for PLL system. Additionally, the proposed solution will act as the foundation for a scalable content management system that can expand into other areas within your organization, i.e. citywide records management, reporting dashboards, document lifecycle management, electronic forms and workflow automation for other departments, etc.

The integration between Azteca Cityworks and OnBase by Hyland will give City staff instant access to the plan sets, reports, and documentation they need from one central repository making PLL seamlessly tied to electronic plan review creating a paperless management of plan sets, markups, and other documents.

KMBS, in concert with Hyland Professional Services ("Hyland"), where beneficial, will provide discovery, installation, configuration and training services to The City of Escondido ("The City") for

implementation of the Software Plan Review solution ("Software") for the Building Department. The solution will provide The City with the ability to manage the plan review process in combination with PLL and the Timmons Public Portal ("Software").

KMBS will perform Services that include the installation of the core OnBase Electronic Content Management System ("ECM"), setup of Plan Review solution, setup of the Cityworks Integration Module, within one (1) nonproduction environment (e.g. test), and one (1) production environment. Upon completion, Konica Minolta/Hyland will travel onsite to provide a solution demo and perform a gap analysis to identify additional requirements and determine where modifications might be needed to the pre-configured solution.

The ECM configuration will also support the historic documents imported from TRAKiT, with agreed upon taxonomy and the import process will be configured and tested in each OnBase environment.

KMBS will identify the requirements from the gap analysis in a Solution Requirements Document and review the documentation with The City so that both parties mutually agree to the requirements. Hyland will provide up to sixteen (16) hours to make modifications to the pre-configured solution based on the approved Solution Requirements Document. The mutually-agreed upon modifications will be accomplished within that timeframe. Any modifications that cannot be completed within that timeframe will be the responsibility of The City or a project Change Order will be required for the additional time needed for Hyland to make such modifications. Hyland will customize and configure Software solution for The City.

The City will be using the Timmons Public Portal in combination with Cityworks for external users to interface with The City to register for an account and apply for permits. This information is stored in the PLL Software and will be made accessible to Software via standard Software API. Software will accept the data and allow the creation of Software Portal accounts from the Timmons Public Portal and perform a check to ensure that the Software Portal account has permission to submit documents associated with that project. Upon verification, the Plan Review Portal page will be presented to the Software Portal account, which can upload its documents and submit the plans for review.

The Plan Review system will be able to do the following once fully implemented. Routes newly submitted projects or re-submitted projects to the review coordinator. The review coordinator determines whether the project plans are complete and if so, begins a review cycle that prevents the Software Portal account from making changes to the project or submitted documents. Review departments will be determined by Software workflow call to PLL. The list of departments will be presented to the coordinator. The coordinator selects the departments allowing review by departmental users who can review and mark plans in parallel, while the system tracks review decisions. Review due dates will be calculated by the Software and will be updated in PLL. Reviewers can utilize tools for plan sheet magnification, panning and measurements. Assigned reviewers may apply markups to plans and create review comments during their review. The plan comparison tool allows for revised plans and other plans in Software to be compared with each other through an overlay tool that shows changes in color. As assigned reviewers complete markup activity, the Software will update the corresponding workflow tasks in PLL including the Cityworks user, the task result and the task completed date. After all reviews are complete, the review coordinator consolidates marked plan sheets into a marked plan set, consolidates comments into a review comment letter and returns the set and letter to the software Portal account. This collaborative process can go back and forth as many times as necessary until plans and documents have been approved by The City. Once the plans have been approved by all reviewers, the Software will provide for The City to copy all plan sheets to an approval status, create an approved plan set, apply stamps or signatures to approved sheets, and generate an approval letter. The Software Portal account will be notified that their plans have been approved and the project will be closed within Plan Review solution. Documents will be viewable to The City within Software for reference.

The Konica Minolta / Hyland team will perform Onsite solution validation to walk through solution and update requirements documentation with:

- Map Cityworks review task codes to Software department names;
- Discipline and Sheet Type validation;
- Approval stamping requirements;
- Software Portal file upload naming convention; and
- Software Portal modifications.
- Configure Software User Groups specific to Plan Review to be assigned appropriate Plan Review privileges;
- Configuration of Software web service for integration with PLL workflow;
- Configuration of up to three (3) Plan Review letter templates;
- Configure PLL screen for Application Enabler; and
- Create Internal (coordinator/review) Solution Training Guide documentation specific to the Software portion of the combined Cityworks and Software solution for Plan Review.

6. Compensation

A. Service provided within this contract are based on a per-hour charge listed below along with estimated hours to complete a City-Led Implementation.

	Per-Hour Charge	Estimate of Hours needed:
Implementation Professional Services Fees – Part #1, Phase 1		
PLL Requirements Gathering (Workflows, reports, data conversion,	\$130.00	314
TRAKiT Image/Index Data import into OnBase (if applicable)	\$215.00	n/a
PLL Software Implementation (Workflow, fees, etc.)	\$130.00	306
PLL Reports and saved searches development	\$130.00	40
Timmons Group Public Portal Implementation	\$130.00	138
Hyland OnBase document management software configuration	\$215.00	180
Hyland OnBase plan review software configuration	\$215.00	220
Hyland OnBase PLL Integration	\$215.00	240
Hyland OnBase Timmons Group Public Portal integration	\$130.00	57

Additional Training	Qty.	Charge
OnBase System Admin Training (5 day course) Quantity 1	1	\$3,000.00

Timmons Group Hourly Billable Rates for work not outlined above:						
Principle in Charge	Senior Consultant/Project Director	Project Manager	Sr. Software Engineer	Software Developer	Software Engineer	Analyst
185	185	145	145	130	160	115

B. Professional Services hours will be billed on a monthly basis, as they are delivered. This is a time and materials engagement and therefore deliverables and time estimates need to be clearly defined. Any changes to estimated work effort that go beyond the above estimate will be reviewed for approval by The City, as soon as the change is known.

C. Breakdown does not include Taxes, Travel or Travel expenses for onsite overnight work. Travel must be pre-approved by City of Escondido Project Manager.

7. Invoicing

- A. Timmons Group will provide estimated total costs for outlined tasks and updates will be provided on agreed upon increments. No invoices will be paid for unauthorized work performed.
- B. If the City of Escondido disputes any amount included in an invoice, then (a) City of Escondido (or its agent) will notify Timmons Group in writing or by email, (b) such notice shall include a description of items City of Escondido is disputing and the reason and the reasons items are being disputed and (c) Timmons Group shall promptly exercise its best effort to work with the City of Escondido and /or its agent to resolve such disputes. Pending resolution of disputed amount, City of Escondido will pay any and all undisputed amounts within (30) days of the invoice date; however, the due date of all disputed charges will be suspended until the dispute is resolved and Timmons Group submits a corrected invoice for payment. The corrected invoice will be due thirty (30) days from the date of the corrected invoice.
- C. Invoices shall be prepared and submitted to: City of Escondido, Accounts Payable, 201 N. Broadway, Escondido, CA 92025. Invoices shall be detailed and must contain the following information: Purchase order number, description of services, sizes, units of measure, quantities, unit prices and extended totals. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.
- D. Payment shall not constitute acceptance of any work completed by the Consultant. The making of final payment shall not constitute a waiver of any claims by the City of Escondido for any reason whatsoever.

8. Cooperative Agreements

- A. Timmons Group agrees that City of Escondido will not be required to sign on to any cooperative agreements, governmental or otherwise, or agree to any other additional terms and conditions contained within any cooperative agreements.

9. Warranty/Guarantee of Work

A. WARRANTY

- I. Timmons Group will provide a one (1) year warranty on all work and deliverables from the date of final go-live implementation. This includes staff onsite for the first 2 weeks of the 90-day warranty period.

B. SUPPORT

12-Month Support This support is for the following software, (the "Software"):
Cityworks Server PLL Configuration, Timmons Group PLL Portal and Integrations conducted by Timmons Group Team. Integrations include OnBase Document Management and OnBase Electronic Plan Review.

- I. **Support duration is 12-months after completion of Warranty Period and includes 120 hours of support.**
- II. The following are the terms and conditions under which CONSULTANT provides Maintenance and Support (the "Support") for the Software indicated above.

C. Maintenance

- I. **Hours of Support Availability.** Payment of the standard Support Charges (as defined in Section 5) entitles City to Support during the Principal Period of Maintenance ("PPM"). The PPM is a ten-hour continuous daily time period between the hours of 8:00 AM and 6:00

PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by CONSULTANT. All Support subsequently added shall have the same PPM.

- II. **Scope of Support.** Support includes the response to and resolution of City-encountered problems with the Software as reported to CONSULTANT by City. Resolution of City-encountered problems shall consist of (1) maintenance provided through electronic support; (2) correction of any defect in the Software program that materially and adversely affects the use of the Software; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release. CONSULTANT will use commercially reasonable efforts to respond to City requests according to the priority level of the request described in the Customer Support Order Form. CONSULTANT will resolve the City's request as described in the Customer Support Order Form. Support also includes the use of upgrade Software releases, as deemed appropriate by CONSULTANT. Any rendering of supplemental maintenance Support by CONSULTANT, including extended coverage, support, workarounds, or fixes that exceed the allotted monthly limit of hours, and upgrade of Software releases and consulting will be performed at CONSULTANT's discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to City at current prices and terms then in effect. The City will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.

D. Support Limitations.

- I. Any Support is dependent upon the use by City of unmodified Software (except as authorized by CONSULTANT pursuant to a Professional Services Agreement) operated in accordance with CONSULTANT's documentation.
- II. City is responsible for performing Software back-ups in accordance with published documentation.
- III. City shall notify CONSULTANT of any Software failure and shall allow CONSULTANT reasonable access to the Software for performing Support. City must provide CONSULTANT with secure access to the Software to perform remote support.
- IV. City will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the CONSULTANT tools and applications purchased by the City.
- V. City will contact CONSULTANT through the Timmons GIS Support Portal or via email at gissupport@timmons.com.



and

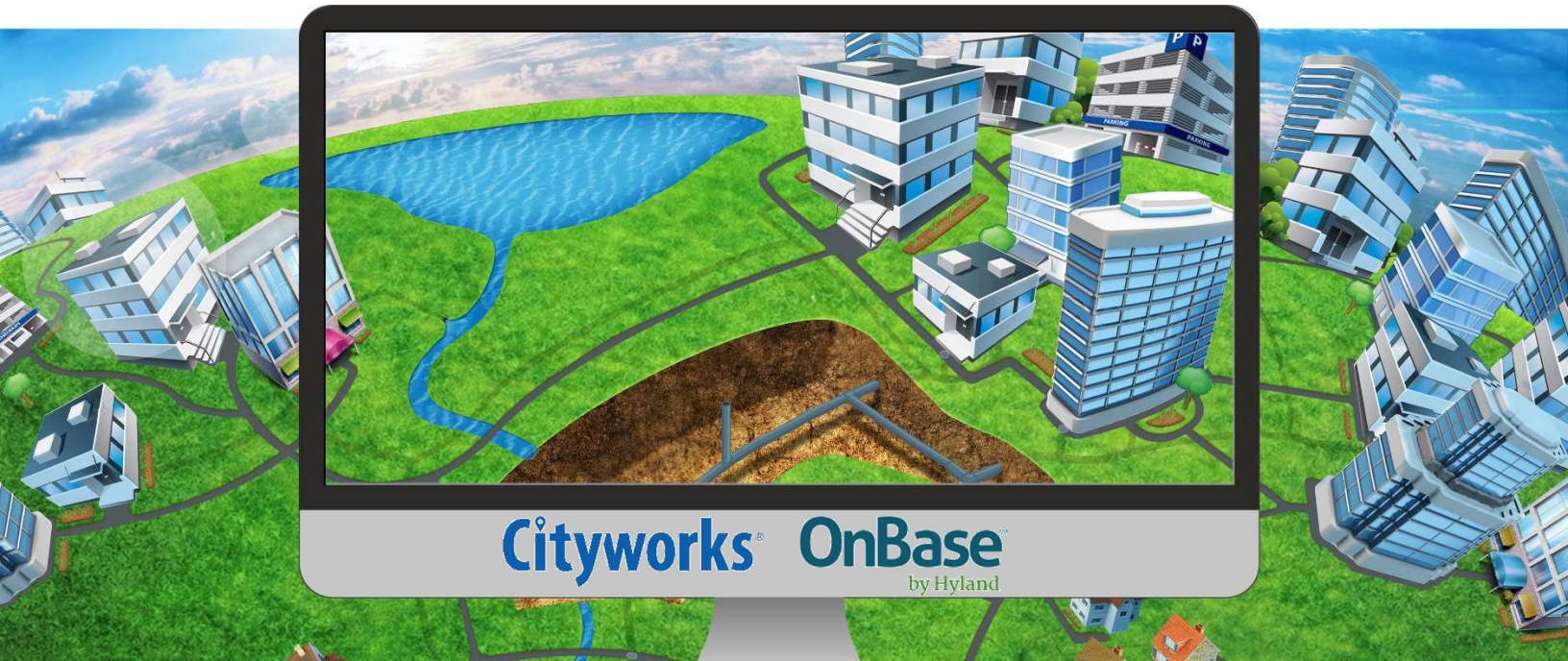


KONICA MINOLTA

COMPREHENSIVE CITYWORKS PLL PROJECT | RFP# 19-03

City of Escondido, CA

Date Due: July 12, 2018



Contact: Lou Garcia | Project Director
1001 Boulders Parkway, Suite 300, Richmond, VA 23225
443.904.3897 | louis.garcia@timmons.com
www.timmonsgis.com



TABLE OF CONTENTS

Key Personnel	3
Company Background and History	18
Services Proposed, Implementation Plan, Timeline & City/Vendor Responsibilities.....	23
Price Quotes.....	68
Warranty/Guarantee of Work.....	70
Billable Rates – Onsite & Remote.....	73
Agreement to PSA.....	74
Cashier’s Check	75
Annual Financial Statements	76
Pending Litigation	77
Bankruptcy Protection	77
References	78



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August 21, 2018

City of Escondido
Purchasing Division – Attn: Yvonne Trabue
201 N. Broadway
Escondido, CA 92025

RE: Request for Proposal #19-03, Implementation Services for Cityworks PLL

Dear Members of the Selection Committee:

Timmons Group along with our teaming partners Azteca Systems, Inc. (Azteca) makers of Cityworks, Hyland OnBase and Konica Minolta Business Systems (KBMS), are pleased to submit our proposal to meet the requirements as outlined in the referenced Request for Proposal. Our team is proposing to provide a complete solution for each of the four parts of the RFP including:

- Part 1:** The implementation and configuration of Cityworks PLL, data conversion (from CRW/Superior TRAKiT .NET), and report customization/creation
- Part 2:** The implementation and configuration of the Timmons Group Public Facing Portal for Cityworks PLL
- Part 3:** The purchase of Hyland OnBase software licensing
- Part 4:** The implementation and configuration of OnBase for plan review and document management for Cityworks PLL

We believe our proposal to be the only proposal you will receive that will allow Escondido to pursue all four parts of your desired solution with a single vendor team. This will provide for continuity of workflows across the entire platform, simplified communication, better alignment of expectations and result in time and costs savings to Escondido.

For over 20 years, Timmons Group has provided a wide variety of Computerized Permitting and Licensing software as well as Computerized Maintenance Management Software (CMMS), Enterprise Asset Management, IT, and award-winning GIS services to local government, utilities, municipal, federal, and private clients. Our team encompasses Cityworks, the leading GIS-Centric Permit, Licensing and Land (PLL) and CMMS & Asset Management (AMS) System on the market, which allows for extensive combined capabilities, software tools, local support and depth of experience required to form a solid foundation for the success of this project.

We have included an overview of our well-qualified team, and an in-depth description of our approach, which has led to successful implementations across the United States. **Timmons Group is unique as it is one of three of Cityworks solution providers that is both a Platinum Implementation Partner and a Strategic Development Partner.** Our public facing **PLL Portal** extends the functionality of Cityworks PLL to a true public portal for permits, inspections, etc. Our **PLL Portal** is built directly upon Cityworks PLL and allows our clients to utilize the functionality of our proposed solution in a public facing website.

Based on careful review of Part #3 and Part #4 of Escondido's four-part RFP #19-03 requirements, KBMS is prepared to provide your organization with the Gartner top tier rated Hyland OnBase Software and implementation services to insure a successful outcome. We will draw from extensive experience, delivering Enterprise Content Management deployment services to 1,000+ clients across the US. Our services include helping organizations with workflow process optimization, data capture automation, records digitization/indexing services, content management, retention & records management, reporting, dashboards and e-forms process automation project implementations. More specifically, we have assisted over 40 municipal and local government entities in California with ECM solution deployments.

The Timmons Group team brings a rich pool of people, knowledge, and expertise to this project through multiple years of experience in implementing community development, CMMS, document management and electronic plan review solutions. In an iterative and collaborative process, the Timmons Group team will build a roadmap, engage experienced professionals, and execute a well-planned approach for your implementation of and integration between Cityworks AMS, Cityworks PLL, Timmons Group Public Facing Portal for PLL, OnBase Document Management and OnBase Electronic Plan Review, integration to other systems and assist you with data conversion from legacy systems (TRAKiT). Be



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assured that the team leaders and staff identified for this project have successfully completed projects of similar size and scope for a variety of public and private clients throughout the country. Lauren Sullivan is our proposed Project Manager. She has led multiple Cityworks implementation and integration projects, including working with cities, counties and public utility districts in the western U.S., including several Cityworks PLL implementations. As a former employee of TRAKiT, Lauren is also quite familiar with the TRAKiT data model, thus we can leverage her expertise during the data conversion phase of the project.

The Timmons Group team is committed to providing the City of Escondido with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our team's dedicated staff will provide you with consistent, responsive service; as well as receiving corporate support from both Cityworks and OnBase. We have established a strong team, based on similar projects, client success and certification status. Timmons Group has not had any contract terminated for default in the past five years.

Our team will provide the City of Escondido:

- An unsurpassed ability to deliver sound solutions to all phases of your program – key team members dedicated to your project offer an impressive level of professional experience and knowledge for delivering services to your full range of associated services.
- The leveraging of past experience, including the recently concluded project with Brookhaven, GA where Cityworks PLL, the Timmons Group Public facing PLL Portal and OnBase were implemented and integrated.
- A full understanding of your program requirements and a project team committed to exceeding your highest expectations through the development of sound and innovative technical solutions. We invite you to review our proposal, while keeping the following points in mind:
 - Timmons Group is a **Cityworks® Platinum Implementation Partner**, with our project team comprised of experienced subject matter experts who have worked together on multiple successful work management and compliance projects specific to Cityworks® PLL. **We were recently awarded our 67th Cityworks project.**
 - Timmons Group is a Cityworks® Strategic Development partner with intimate experience with all of Cityworks® API's and experience in leveraging them for custom integrations and mobile deployments for iOS, Android, Surface or Windows tablets or smartphones.
 - KMBS has achieved the highest levels of Hyland OnBase support certifications and sales partnership levels multiple years in a row. KMBS is an **OnBase Platinum Implementation Partner with over 40 successful OnBase implementations in California**, and a Diamond Level Support Partner with OnBase.
 - The **Timmons Group Public Facing PLL Portal** allows our clients to extend traditional counter, phone based or kiosk services to a web based tool, thus, expediting your public service offerings.
 - A team with institutional knowledge needed to see the project assignments all the way through. We will leverage our "lessons learned" on recently completed similar projects to your full advantage. We have integrated Cityworks with numerous other systems ranging from financial, to billing, to mobile technologies.
 - A comprehensive training program that will involve Escondido employees through all phases of the project.
 - A team which prides themselves with delivering innovative solutions that exceeds our clients' expectations. Each team member is empowered to do what it takes to make sure your projects are successful endeavors for you and your stakeholders.

A partnership with the Timmons Group team offers the City of Escondido a significant number of benefits. From initial system planning and design activities all the way through implementation and deployment, you will have direct access to industry-leading engineering, planning, GIS, and information technology professionals and "best-of-breed" permitting, licensing and CMMS enterprise asset management services. We distinguish ourselves through our training program that starts at project kickoff and doesn't end until well past project completion.

In regards to our approach for project delivery, the Timmons Group team recommends a "Fully Contractor Led" implementation. Timmons Group and KMBS have extensive experience implementing the solutions described in the RFP. It has been our experience that the products being offered, as well as the integrated workflows between the multiple systems require an implementation methodology that has been refined over multiple projects. While in the short term a Client-led implementation may look as if it will cost less money, in the long run it will cost more in terms of schedule, total money spent and overall satisfaction. It is for this reason that our approach, pricing, and schedule is "Fully Contractor Led". We strongly urge you to review the implementation methodology we have developed over a number of years, our many lessons learned and the experience we have gained with both Cityworks PLL, OnBase Document Management and



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OnBase Electronic Plan Review and to consider that this experience and all lessons learned will be to your benefit with a contractor led implementation.

We have received and acknowledged addenda 1 and 2, as well as the Q&A.

Timmons Group greatly appreciates this opportunity to present our submittal and we are confident that our team represents the best overall value to the City of Escondido. If you have any questions or require any additional information, please feel free to contact Lou Garcia at 443.904.3897.

Sincerely,

Louis Garcia, PMP
Project Director

Ron Butcher, GISP
Principal in Charge



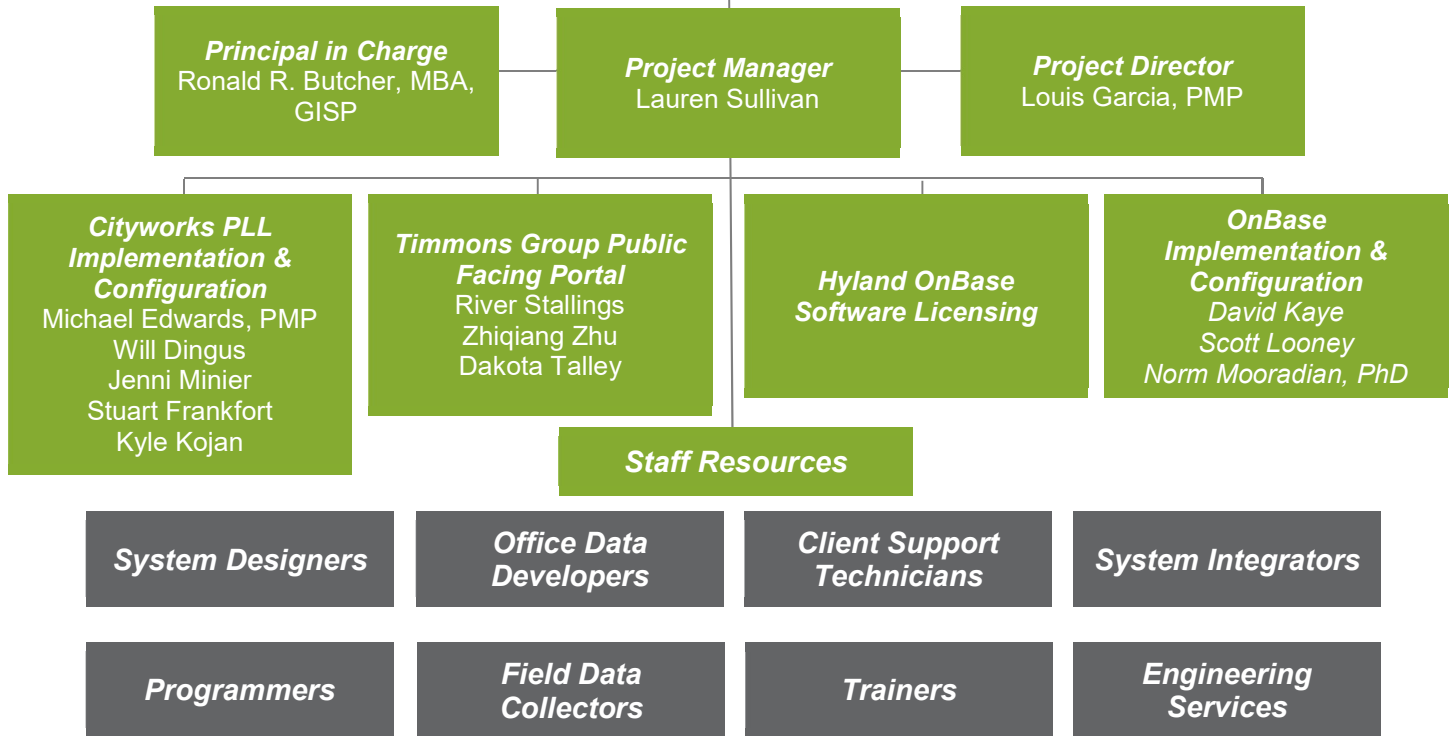
KEY PERSONNEL

The Timmons Group team is committed to providing the City of Escondido with the resources needed to achieve your goals and the priority to complete each task on schedule and within budget. Our dedicated staff will provide you with consistent, responsive service. We have established a strong team, based on similar projects, client success and certification status.

Our team will provide Escondido:

- An unsurpassed ability to deliver sound solutions to all phases of your program – key team members dedicated to your project offer an impressive level of professional experience and knowledge for delivering services to your full range of associated services.
- Our technical solution, Cityworks Server PLL, the Timmons Group Public Facing PLL Portal, OnBase Document Management and OnBase Electronic Plan Review and our implementation methodology meets all your criteria, including:
 - Improved process workflow integration across Community Development departments
 - Will reduce manual processes and increase productivity
 - Will reduce paper and paper-oriented processes
 - Will improve integration between applications and other systems through API access
 - Timmons Group recently integrated Cityworks PLL with OnBase’s Electronic Plan Review at Brookhaven, GA
 - Timmons Group has integrated Cityworks PLL and AMS with several financial systems
 - Will improve ability of citizens and customers to interact and do business with and in the City of Escondido
 - Provides scalability with new technology
 - Will improve data portability between systems
 - Will improve workforce mobility and interaction with back office operations
 - Timmons Group recently developed and deployed a set of mobile applications to extend the capabilities of Cityworks PLL to field users at Fayetteville, NC
 - Provides for the storing and retaining of development records and related information
 - Provides cost effectiveness, including implementation, training, continuing education, and maintenance costs
 - Is a “turn-key system that have a full range of substantial functions
 - Can be configured to develop more efficient and effective workflows
 - Enables communication and requires minimal development, modifications or enhancements to the system
 - Our team is well qualified and experienced within this industry
 - Our team will propose best practices in the industry, and has done so with similar systems currently in operation with government agencies similar to the services being proposed
 - Timmons Group has implemented Cityworks with a wide range of municipal groups and is expandable beyond Escondido’s initial requirements, including:
 - Integrate the City of Escondido’ Community Development processes and departments into a streamlined system that provides more flexibility for staff, this is done through our implementation approach
 - The City also wants to promote a more digital approach to Community Development operations for customers, which over the past few years has been a highly requested function in our process. This can be accomplished via the implementation of the Timmons Group PLL Portal.
 - Easy to use, mobile friendly and is highly compatible with Escondido’s existing GIS system and hardware
- A proven deployment approach to collecting community development data that ensures useable systems delivered on time and within your established budget. This is accomplished by our implementation approach that has been honed over our 15 years of experience in being a Cityworks business partner as well as our 65+ Cityworks projects:
 - We utilize a modified Agile approach methodology whereby we work iteratively with you by “running sprints”. These occur in 1 or 2-week periods during which you will see results every 1 to 2 weeks, you will be a part of the design process of the configuration of Cityworks.
 - This approach allows your end users to be a key component in configuring Cityworks around your desired business processes and workflows
 - By doing this your end-user community “accepts” the software during the design process, it’s not just placed in front of them at the testing or training stage. By the time we get to testing and training they will be well versed in the look and feel of Cityworks and they will have already “bought into” the change as they helped to design the change they will be using.

- Our implementation approach detailed within the Implementation Plan section below follows a logical methodology whereby we work with you to design Cityworks, we work with you to integrate Cityworks to your desired enterprise solutions, we offer full and complete testing and Go Live as well as on-going support.
- A full understanding of your program requirements and a project team committed to exceeding your highest expectations through the development of sound and innovative technical solutions. We invite you to review our proposal, while keeping the following points in mind:
 - Timmons Group has been an Esri Business Partner for 23 years. We are currently a silver-level partner whose clients have won many awards including the Esri Special Achievement Award (SAG) in GIS. We have been recognized as the Esri Washington D.C. Region Foundation Partner and Business Partner of the Year for our innovative implementation of various GIS and Geospatial solutions for our numerous clients.
 - Timmons Group is a Cityworks® Platinum Implementation Partner, **with over 65 Cityworks projects to date**, with our project team comprised of experienced subject matter experts who have worked together on multiple successful work management and compliance projects specific to Cityworks® PLL for close to two decades.
 - Timmons Group is a Cityworks® Strategic Development partner with intimate experience with all the Cityworks® API's and experience in leveraging them for custom integrations and mobile deployments for iOS, Android, Surface or Windows tablet or smartphones.
 - Over 100+ dedicated Timmons Group GIS, IT and database analysis experts to analyze your existing environment and assist in making improvements to meet new Esri and Azteca software requirements.
 - A project team led by a Project Director of Timmons Group, with PMP certification, as well as extensive experience delivering a wide range of local government, public works, and utility solutions to a variety of clients.
 - An experienced Cityworks implementation Project Manager, with PMP certification, as well as extensive experience delivering a wide range of local government, public works, and utility solutions to a variety of clients.
 - A team with institutional knowledge needed to see the project assignments through...all the way through. We will leverage our "lessons learned" on recently completed similar projects to your full advantage. We have integrated Cityworks with numerous other systems ranging from financial, to SCADA, to billing, to mobile technologies.
 - Comprehensive training program that will involve Escondido employees through all phases of the project.
 - A team which prides themselves with delivering innovative solutions that exceeds our clients' expectations. Each team member is empowered to do what it takes to make sure your projects are successful endeavors for you and your stakeholders.



Project Director and Main Proposal Contact

Lou Garcia, PMP | Telephone: 443.904.3897 | E-mail: louis.garcia@timmons.com

As Project Director, Lou will work alongside Lauren (Project Manager) to ensure all tasks and expectations are met by Timmons Group. Lou will also be responsible for the management of resources and overseeing finances to ensure the project progresses on time and under budget. He has over 27 years of experience authoring and managing numerous project management plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

Project Manager

Lauren Sullivan | Telephone: 858.254.3873 | E-mail: lauren.sullivan@timmons.com

Our Project Manager assigned for this project is Lauren Sullivan. Upon award, she will be responsible for the day to day communications with Escondido, coordination of activities relating to the installation and implementation team and will ensure successful accomplishment of the scope of work – all within the contract budget and project schedule. She has over 5 years of experience with all facets of software integration services. Her strong background involves a focus on GIS-related development and relational database management for numerous applications. Lauren will work to ensure all tasks related to configuration as well as training are successfully completed. Her capabilities include: GIS systems planning and design, specification design and development, project implementation coordination, GIS training and end user support.



Additional Key Personnel

Ron Butcher, MBA, GISP, Principal in Charge Ron's background in the development and implementation of asset management projects affords us added depth and the ability to leverage his additional real world experiences in all of our consulting efforts. Ron will serve as the Principal in Charge for this project. He will be responsible for overseeing all technical aspects of the Escondido engagement to ensure the development and delivery of an enterprise solution focused on Escondido project goals and objectives.

Michael Edwards, PMP, Cityworks PLL Implementation and Configuration Michael has considerable experience in Cityworks consulting and enterprise system design gained through work with utilities, state and local governments and private industry. Michael began his career in urban planning where he quickly gained expertise in GIS systems, data collection and analysis. Michael now leads the successful implementation of Cityworks AMS and PLL for clients across the United States. Michael has also lead the successful integration of Cityworks with numerous 3rd party applications as well as data conversion from legacy asset management systems. Serving as our Product Manager for the Timmons Group Portal, our Mobile Inspection tool for Cityworks PLL and various Cityworks plugins, Michael is also capable of managing the development of complex tools that integrate seamlessly with Cityworks.

Will Dingus, Cityworks PLL Implementation and Configuration Will is a GIS technician at Timmons Group. He is experienced with GIS mapping, data development, data analysis, and project deliverable quality control based on defined parameters. Will has worked on a variety of Asset Management projects since joining Timmons Group. These projects include Cityworks implementations for citywide Public Utilities and Public Works divisions as well as smaller implementations for specific departments of these larger divisions such as water, wastewater, parks, streets, and traffic.

Jenni Minier, Cityworks PLL Implementation and Configuration Prior to joining Timmons Group, Jenni worked as an Asset Manager at a water utility for several years on the customer end of a Cityworks implementation. Jenni has experience with ESRI ArcGIS (ArcDesktop) and is able to work with ArcSDE versioning. Her experience on both the customer and implementer end of the project makes her a valuable addition to any project.

Stuart Frankfort, Cityworks PLL Implementation and Configuration Stuart a GIS Technician in Timmons Group's Geospatial Solutions Group. He performs tasks related to mapping, data development, data analysis, and project deliverable quality control based on defined parameters. Stuart has worked on digitizing and maintaining spatial databases of information for multiple states.

Kyle Kojan, Cityworks PLL Implementation and Configuration Kyle is a GIS technician at Timmons Group. He is experienced with data development, data analysis, GIS mapping, and project deliverable quality control based on defined parameters. He has extensive knowledge of Cityworks Server PLL. His skills include working with and understanding Microsoft Office 2010 (Word, Excel, PowerPoint, Access), SQL Server and Oracle, Crystal Reports, ESRI ArcGIS (ArcDesktop 9.3.1/ 10.x), and is able to work with ArcSDE Versioned Editing. Kyle has the extensive knowledge needed to fulfill the requests of any project and has shown to be a valuable asset to our Cityworks PLL implementation team.

River Stallings, Timmons Group Public Facing Portal River is an Applications Developer at Timmons Group. He is experienced with software development including web, desktop, and console applications, server deployment, data analysis, unit testing, and database development. His skills include C#, PHP, Ruby, JavaScript, JQuery, CSS 3, HTML 5, Bootstrap, .Net, MVC, UX design, ESRI JavaScript API, Google Maps API, PublicStuff API, Cityworks API, and SQL and Oracle database scripting. River has the extensive knowledge needed to fulfill the requests of any project and has shown to be valuable on our development team.

Zhiqiang Zhu, Timmons Group Public Facing Portal Zhiqiang is a GIS applications developer at Timmons Group. He has a diverse background in design and coding development in GIS-based projects and as full-stack .Net developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

Dakota Talley, Timmons Group Public Facing Portal Dakota is a GIS Analyst in Timmons Group's Asset Management group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota has played a valuable asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

David Kaye, OnBase Implementation and Configuration David Kaye has 16+ years' experience in Enterprise Content Management having worked at Proposed Software as Western Regional Account Manager, and as President/COO of Integra Information Technologies (EMC AX (OTG), Oracle (Optika) and Cardiff value-added reseller), prior to starting with DocuSource in 2007 and being acquired by Konica Minolta in late 2012. While having spent 15 years in public accounting and working as a CFO and Controller in the private sector, David has a life-long passion for information technologies and business process improvement which brought him to the ECM industry.

Scott Looney, OnBase Implementation and Configuration Scott is one of KMBS ECM's go-to people when complex and/or undefined requirements may play a role in the solution. Scott has been thrown into various first-time and high-risk efforts during his employment with Konica Minolta. Scott has a deep solutions training background that has proven extremely valuable in both typical projects as well as knowledge transfer mid-stream during deployment projects.

Norm Mooradian, PhD, OnBase Implementation and Configuration Norman has over 18 years of experience in the California Government content management solutions space. In the recent past, Norm has been an integral part of the OnBase implementation at the Santa Ana Watershed Project Authority and Content Management System implementations at the City of Malibu, Burbank, Rialto, Clovis, West Sacramento and Manhattan Beach. In addition, he has extensive experience as an educator and software trainer. Norman's content management solution experience combined with direct experience implementing and training with the OnBase solution in the local government space makes him a knowledgeable and valuable project asset.



Lou Garcia, PMP | Project Director, Timmons Group

Education

BS, Geography and Environmental Planning, Towson University, 1989

Experience

28 Years

Certifications

Project Management Professional (PMP), Project Management Institute; March 2009

Cityworks AMS Server; June 2012

Miller-Hieman Business Development Training; December 2005

Staff Management Training; August 2005

Spatial Database Standards for Infrastructure and the Environment 2.5 ; (SDSFIE) March 2005

Mapping Grade GPS Training; December 2004

Trimble Survey Grade GPS Training; November 2004

Project Management Training, American Management Association; March 2001

Lou is a Senior Project Manager with over 28 years of experience in Consulting and Project Management of Enterprise Asset Management, GIS, engineering, and surveying projects. He has experience at the technical consultant leadership level in applying analytical processes to the planning, design, acquisition, and implementation of new and improved business processes, GIS tools, productivity tools, and services. He has authored and managed numerous project management plans, work plans, needs analyses, strategic plans, and implementation plans for Asset Management and Geospatial Technology products and services.

Select Project Experience

- Cityworks Server AMS & PLL Software Implementation, City of Alpharetta, GA
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Cityworks PLL Integration, St. Johns County, FL
- Cityworks PLL Integration, Brookhaven, GA
- Cityworks Server AMS Software Implementation, Bartow County, GA
- Cityworks Server AMS Software Implementation, City of North Miami Beach, FL
- Cityworks Server AMS Software Migration from Cityworks AMS Desktop, City of Lebanon, OH
- Asset Management and Work Order Management Strategic and Implementation Plan, Altoona Water Authority, Altoona, PA*
- Enterprise Asset Management Strategic Plan & Cityworks Implementation; DOT/DPW, City of Baltimore, MD*
- Cityworks Enterprise Asset Management Implementation; City of Salisbury, MD*
- Asset Management Plan & Cityworks Implementation, Rhode Island Broadband Mapping & Rhode Island Emergency Management Agency (RIEMA), Statewide, RI*
- Enterprise GIS Needs Analysis and Strategic Plan; Talbot County, MD*

*Projects completed prior to joining Timmons Group



Lauren Sullivan | Project Manager

Education

BA, Geography and Environmental Studies, University of California, Los Angeles, 2010

Experience

7 Years

Lauren is currently a Senior Analyst and Project Manager for Timmons Group. She has over 7 years of experience with all facets of software integration services. Her strong background involves a focus on AGILE-oriented software implementation involving GIS-enabled applications and relational database management systems. Lauren's past experience includes product management, custom software integrations, software training, and customer support, specializing in solutions designed to fit the needs of local government and utilities. She has a foundation of knowledge in community development and asset management software solutions, with background in ArcGIS, Microsoft SQL Server, Python, HTML5, CSS3, and Javascript.

Select Project Experience

- Cityworks Enterprise Asset Management System Implementation (AMS), Las Gallinas Valley Sanitary District, CA
- Cityworks Enterprise Asset Management System Implementation (AMS), Sammamish, WA
- Cityworks Enterprise Asset Management System Implementation (AMS), Milwaukie, OR
- Cityworks Enterprise Asset Management System Implementation (AMS), Otay Water District, CA
- Cityworks Enterprise Asset Management System Implementation (AMS), Skagit Public Utility District, Mt. Vernon, WA
- Cityworks Enterprise Asset Management System Implementation (AMS), SeaTac, WA
- Cityworks Enterprise Permitting, Licensing and Land Implementation (PLL), Auburn, AL
- Cityworks Enterprise Permitting, Licensing and Land Implementation (PLL), Tallahassee, FL
- Cityworks Enterprise System Implementation (AMS/PLL), Upper St. Clair, PA
- Cityworks Enterprise System Implementation (AMS/PLL), Akron, OH*
- Cityworks Enterprise Asset Management System Implementation (AMS), San Diego Gas & Electric, CA*
- Cityworks Enterprise Permitting, Licensing and Land Implementation (PLL), City of Vista, CA*
- TRAKiT Community Development Software Implementation, San Marcos, CA*
- TRAKiT Community Development Software Implementation, Fontana, CA*
- TRAKiT Community Development Software Implementation, Edmond, OK*
- TRAKiT Community Development Software Implementation, Napa Sanitation District, CA*
- TRAKiT Community Development Software Implementation, Auburn, WA*
- TRAKiT Community Development Software Implementation, SeaTac, WA*

*Projects complete prior to joining Timmons Group



Ron Butcher, Jr., GISP, MBA | Principal in Charge

Education

MBA, Management Information Systems, University of Dayton, 2000
BS, Computer Science, Magna Cum Laude, Park University, 1994

Experience

18 Years

Certifications

GIS Professional (GISP)
GIS Surveyor (GISS), South Carolina

Ron is an accomplished Senior Manager with 18 years of success developing, integrating and aligning technologies to meet customer business needs and achieve corporate goals and objectives. Results-oriented director with effective balance of long-range vision and realistic pragmatism; highly adept at devising new strategies, tools and services that provide superior results at minimal cost. He is an inspirational and collaborative leader with a talent for building successful, long-term relationships with customers, forging consensus between stakeholders with various priorities, and developing cohesive, high-performance teams ready to meet any challenge.

Ron leads our team of subject matter experts focused on the delivery of Enterprise Asset Management (EAM) solutions required to solve the complex asset management challenges for our water, wastewater, stormwater, gas, electric and public works clients. He has significant Cityworks EAM implementation and system integration for utility customers throughout the United States.

Select Project Experience

- Cityworks Server AMS and PLL Software Implementation, City of Fayetteville, NC
- Cityworks Server PLL Implementation, Herndon, VA
- Cityworks Server PLL Implementation, Auburn, AL
- Cityworks Server PLL Implementation, Brookhaven, GA
- Cityworks Server PLL Implementation, Tallahassee, FL
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Cityworks Server AMS Software Implementation, City of Naperville, IL
- Cityworks Server AMS Software Implementation, Hamilton County, TN
- Enterprise Work Management System, City of Alpharetta, GA
- Cityworks EAMS, Department of Public Utilities, Auburn, AL
- Cityworks EAMS, Lafayette Consolidated Government, LA
- Cityworks Computerized Maintenance Management System, Department of Public Utilities, Richmond, VA
- Cityworks EAMS Support, Department of Public Works and Environmental Services, Alexandria, VA



Michael Edwards, PMP | Cityworks PLL Configuration

Education

BA, Public and Urban Affairs, Virginia Tech, 2011

MS, Urban Regional Planning, Virginia Commonwealth University, 2013

Experience

7 Years

Michael is a Project Manager of Timmons Asset Management Group. He started his GIS training as a research intern in 2011 for the City of Richmond Anti-Poverty Commission. He is a successful leader and project manager, also specializing in operations management, and strategic management for large-scale enterprise GIS, IT software development, and engineering programs. Michael has successfully managed several AMS and PLL Cityworks implementations. His experience ranges from administrative duties to delivering geospatial analysis and mapping for various government entities. At Timmons Group, he works in a multi-person GIS data conversion team developing spatial data and utilizing the ArcGIS Desktop in a multi-user Versioned environment. He has played a big role in Timmons Group's GIS team from the management and research stage to the delivery and implementation of GIS data systems.

Select Project Experience

- Cityworks Server AMS and PLL Software Implementation, City of Fayetteville, NC
- Cityworks Server AMS and PLL Software Implementation, Winston-Salem, NC
- Cityworks PLL Integration, St. Johns County, FL
- Cityworks PLL Integration, Brookhaven, GA
- Cityworks PLL Integration, Auburn, AL
- Cityworks Server Implementation (PLL), Tallahassee, FL
- Cityworks Server Implementation (AMS), Bartow County, GA
- Cityworks Server Implementation (AMS), Lebanon, OH
- Timmons Group PLL Portal, Product Development Manager
- Cityworks® Server AMS, Asset Management System Implementation, Garland, TX
- Skagit County Cityworks Enterprise Asset Management System Implementation, Redmond, WA
- Milwaukie Cityworks Implementation, Milwaukie, OR
- Cityworks Data Conversion, City of Herriman, UT
- Cityworks Enterprise Asset Management System Implementation, Alpharetta, GA
- Cityworks AMS Implementation, Goochland County, VA



Jenni Minier | Configuration/Training

Education

BS, Environmental Science, Western Washington University, 2005

MS, Geography-Intl Natural Resource Management, Western Washington University, 2011

Experience

15 Years

Prior to joining Timmons Group, Jenni worked as an Asset Manager at a local to Bellingham water utility for several years on the customer end of a Cityworks implementation. Jenni has experience with ESRI ArcGIS (ArcDesktop) and is able to work with ArcSDE versioning. Her experience on both the customer and implementer end of the project makes her a valuable addition to any project.

Select Project Experience

- Cityworks Server Implementation, Renton, WA
- Cityworks Server Implementation, Bonney Lake, WA
- Cityworks Server Consulting/Upgrade, Seatac, WA
- Cityworks Server Implementation, Mid-Peninsula Regional Open Space Management, Palo Alto, CA
- GIS Data Model & Conversion, City of Milwaukie, OR
- Cityworks Enterprise Asset Management System Implementation (AMS & PLL), City of Morro Bay, CA
- Cityworks Server Implementation (PLL), Tallahassee, FL
- Cityworks Server Implementation, Yelm, WA
- Cityworks Server Implementation, Las Gallinas Valley Sanitary District, CA

Kyle Kojan | Cityworks PLL Implementation and Configuration

Education

BS, Environmental Studies, Virginia Commonwealth University, 2015

Experience

3 Years

Kyle is a GIS technician at Timmons Group. He is experienced with data development, data analysis, GIS mapping, and project deliverable quality control based on defined parameters. He has extensive knowledge of Cityworks Server PLL. His skills include working with and understanding Microsoft Office 2010 (Word, Excel, PowerPoint, Access), SQL Server and Oracle, Crystal Reports, ESRI ArcGIS (ArcDesktop 9.3.1/ 10.x), and is able to work with ArcSDE Versioned Editing. Kyle has the extensive knowledge needed to fulfill the requests of any project and has shown to be a valuable asset to our Cityworks PLL implementation team.

Representative Project Experience

- Cityworks AMS Implementation, Bartow County, GA
- Cityworks Server PLL Software Implementation, City of Winston-Salem, NC
- Cityworks Server PLL Software Implementation, Auburn, AL
- Cityworks Server PLL Software Implementation, Brookhaven, GA
- Cityworks Server PLL Software Implementation, Tallahassee, FL
- Cityworks Enterprise Asset Management System Implementation (AMS/ PLL), Upper St. Clair, PA
- Cityworks Enterprise Asset Management System Implementation (AMS), City of Gainesville, VA



Will Dingus | Cityworks PLL Implementation and Configuration

Education

BS, Geography and History, Emory & Henry College, 2013

Experience

5 Years

Will is a GIS technician at Timmons Group. He is experienced with GIS mapping, data development, data analysis, and project deliverable quality control based on defined parameters. He has full knowledge of Multituser environments including ArcSDE, and is proficient in the use of SQL, Crystal Reports, and all Cityworks functionality. His skills include working and understanding the Microsoft Office 2010 (Word, Excel, PowerPoint, Access), ESRI ArcGIS (ArcDesktop 9.3.1/ 10.x) is able to work with ArcSDE Versioned Editing. Will has the extensive knowledge needed to fulfill the requests of any project and has shown to be valuable on our GIS team.

Select Project Experience

- Otay Water District Cityworks Implementation, Spring Valley, CA
- Skagit Co Cityworks Mobile Implementation, Mount Vernon, WA
- Milwaukie Cityworks Implementation, Milwaukie, OR
- Richmond DPU Cityworks AMS Training, Richmond, VA
- City of Morro Bay Cityworks AMS & PLL Implementation, Morro Bay, CA
- Bartow Co AMS Implementation, Bartow County, GA
- N Miami Beach Cityworks AMS Implement, North Miami Beach, FL
- Cityworks Enterprise Asset Management System Implementation, Grey Forest Utilities, San Antonio, TX
- Macon Water Authority Cityworks Cayenta Integration Design & Development, Macon County, GA

Stuart Frankfort | Cityworks PLL Implementation and Configuration

Education

BA, Geology, Washington and Lee University, 2008

Experience

5 Years

Stuart a GIS Technician in Timmons Group's Geospatial Solutions Group. He performs tasks related to mapping, data development, data analysis, and project deliverable quality control based on defined parameters. Stuart has worked on digitizing and maintaining spatial databases of DOT information for multiple states; as well as documented procedures and validated data for accuracy and completeness.

Select Project Experience

- Upper St Clair Cityworks AMS PLL Implementation, Alleghany County, PA
- City of Morro Bay Cityworks AMS & PLL Implementation, Morro Bay, CA
- N Miami Beach Cityworks AMS Implement, North Miami Beach, FL
- City of Asheville Cityworks AMS, Asheville, NC
- Macon Water Authority Cityworks Cayenta Integration Design & Development, Macon County, GA
- Skagit PUD GIS & Cityworks Upgrade, Skagit County, WA
- Petersburg Cityworks AMS Utilities, Petersburg, VA
- Forsyth Co AMS Implementation, Forsyth County, GA



River Stallings | Timmons Group Public Facing Portal

Education

BS, Computer Information Systems, ITT Technical Institute, 2011

Timmons Group

Experience

7 Years

River Stallings is an Application Developer, responsible for development and implementation of the Cityworks-related integrations and software. He will be responsible for the development aspects if the implementation.

Representative Project Experience

- Cityworks-Timmons Group Public Portal Design and Development, City of Tallahassee, FL
- Cityworks-Timmons Group Public Portal Design and Development, City of Winston-Salem, NC
- Cityworks-Publicstuff Integration (AMS), City of Sugar Land, TX
- Cityworks-Sungard Integration (AMS), City of Sugar Land, TX
- Cityworks-SCADA Integration (AMS), City of Garland, TX
- Cityworks Customization Development (PLL), City of Fayetteville, NC

Zhiqiang Zhu | Timmons Group Public Facing Portal

Education

BS, Computer Science, South China University of Technology, 2008
MS, Computer Science, Colorado State University, 2011

Experience

10 Years

Zhiqiang is a GIS applications developer at Timmons Group. He has diverse background in design and coding development in GIS-based projects and as full-stack .Net developer on desktop and web-based projects using hybrid programming languages (C#, JavaScript, T-SQL & PL/SQL) in Agile and Scrum / Kanban environment with TDD and SOLID as best practices. He communicates effectively with clients and product manager to prioritize deliverables. He is flexible in roles and always ready to help others to ultimately achieve team goals. Zhiqiang learns new technologies quickly to adapt new requirements while delivering quality work product on time.

Select Project Experience

- Implementation of Cityworks Permits, Licensing and Land (PLL) software, Auburn, AL
- Cityworks PLL Public Portal, Fayetteville, NC
- Tallahassee PLL Portal Modifications, Tallahassee, FL
- Winston-Salem Cityworks AMS/PLL Implementation, Winston-Salem, NC





Dakota Talley | Timmons Group Public Facing Portal

Education

BA, Geography, Virginia Tech, 2016

Experience

2 Years

Dakota is a GIS Analyst in Timmons Group's Asset Management group. He has experience in GIS, cartography, and programming with a focus on systems integrations for local governments. He is proficient in the following programming languages: ArcGIS, Java, Python, and SQL. During his time at Timmons Group, Dakota has played a valuable asset to our team in the support of seamless implementations and integrations of asset management systems for our clients.

Select Project Experience

- Implementation of Cityworks Permits, Licensing and Land (PLL) software, Auburn, AL
- Implementation of Cityworks Permits, Licensing and Land (PLL) software, Brookhaven, GA
- Implementation of Cityworks Permits, Licensing and Land (PLL) software, Fayetteville, NC
- Implementation of Timmons Group Public Facing Portal for Cityworks PLL, Shawnee, KS
- Implementation of Cityworks Permits, Licensing and Land (PLL) software, St. Johns County, FL

TIMMONS GROUP ACTIVE CERTIFICATIONS AND LICENSES

Our personnel certifications include GIS Professionals (GISP), Project Management Professionals (PMP), and various ArcGIS Desktop and Server certifications. As a firm, we are both an Azteca Cityworks Platinum Implementation Partner and Strategic Development Partner. In addition, we are a Silver Esri Business Partner and have our ArcGIS Online Specialty.

KBMS PARTNERSHIPS AND STAFFING


Tenured staff and industry partnerships are key to KMBS ECM practice. KMBS has top influencers on staff and strong strategic partnerships across the ECM/BPM/OCR eco-system with leading software vendors. Some relevant certifications include the following:


- OnBase Diamond Support Partner
- Microsoft Gold Partner
- Platinum Kofax Solution Provider

KMBS takes pride in its personnel. By hiring top talent and investing in continued training and education of our staff, so they stay abreast of all requirement and technological advances in their field we have become one of the premier ECM/BPM/OCR solution providers in the world.


Your project will be staffed by individuals who are not only highly skilled in their areas of expertise, but who are creative thinkers and problem solvers. We will share with you the best practices that we have seen from the large number of existing Clients using the proposed technologies and work with you as a thought leader. This project and relationship commitment extends from your local account team on up to the Konica Minolta executive team. Your assigned Konica Minolta Executive Sponsor will be involved to maintain communication levels between our organizations at the highest levels and to ensure success.



David Kaye	Vice President - ECM Professional Services
	Performs the following roles at Konica Minolta: <ul style="list-style-type: none"> • National Director of KMBS ECM Professional Services • Member of KMBS ECM Senior Management Team • Back Office and Transactional Content Management Subject Matter Expert • 25+ years of Business Process Improvement experience
<p>David Kaye has 16+ years' experience in Enterprise Content Management having worked at Proposed Software as Western Regional Account Manager, and as President/COO of Integra Information Technologies (EMC AX (OTG), Oracle (Optika) and Cardiff value-added reseller), prior to starting with DocuSource in 2007 and being acquired by Konica Minolta in late 2012. While having spent 15 years in public accounting and working as a CFO and Controller in the private sector, David has a life-long passion for information technologies and business process improvement which brought him to the ECM industry.</p>	
Relevant Experience	<ul style="list-style-type: none"> • 19+ years of Enterprise Content Management experience • 12+ Years designing and implementing the proposed solution • Vast experience in document capture techniques and Records Management
Relevant Certifications	Training: <ul style="list-style-type: none"> • Certified Installer, Proficiency Level II, Certified Workflow Engineer, Application Enabler Certification Other Training: <ul style="list-style-type: none"> • Enterprise Content Management Specialist (ecmS), Business Process Management Specialist (bpmS), SharePoint Practitioner (SharePointP), Microsoft Certified System Engineer (MSCE), Certified Document Imaging Architect (CDIA+), Master CIW Administrator, CIW Security Analyst, Technical Writing, Legal Research and Citation, Legal Writing and Analysis, Visual Basic Programming

Scott Looney	Senior Solutions Architect
	Performs the following roles at Konica Minolta: <ul style="list-style-type: none"> ▪ Sr. Content Management Solutions Architect ▪ Custom application design and development
<p>Scott is one of KMBS ECM's go-to person when complex and/or undefined requirements may play a role in the solution. Scott has been thrown into various first-time and high-risk efforts during his employment with Konica Minolta. Scott has a deep solutions training background that has proven extremely valuable in both typical projects as well as knowledge transfer mid-stream during deployment projects.</p>	
Relevant Experience:	Current Position: <ul style="list-style-type: none"> ▪ Architected, installed, and configured numerous large user deployments of the KMBS OnBase Enterprise Content Management platform ▪ Extensive experience with OnBase implementations across a diverse landscape of industries
Relevant Certification(s):	OnBase Training: <ul style="list-style-type: none"> ▪ OnBase Certified Installer ▪ OnBase Certified Workflow Engineer ▪ OnBase Certified API Specialist ▪ OnBase Web Server and .NET based platforms Other Training: <ul style="list-style-type: none"> ▪ CDIA+, i-Net+, C# (certified), VB.Net (certified), Java Script (certified)



Norm Mooradian, PHD	Senior Project Manager, Government & Education Specialist
	<p>Performs the following roles at Konica Minolta:</p> <ul style="list-style-type: none"> ▪ Engagement Manager ▪ Sr. Solutions Team Project Manager ▪ Sr. Solutions Education Director
<p>Norman has over 18 years of experience in the California Government content management solutions space. In the recent past, Norm has been an integral part of the OnBase implementation at the Santa Ana Watershed Project Authority and Content Management System implementations at the City of Malibu, Burbank, Rialto, Clovis, West Sacramento and Manhattan Beach. In addition, he has extensive experience as an educator and software trainer. Norman's content management solution experience combined with direct experience implementing and training with the OnBase solution in the local government space makes him a knowledgeable and valuable project asset</p>	
Relevant Experience:	<p>Content Management Related Accomplishments and Experience:</p> <ul style="list-style-type: none"> ▪ OnBase Certified Installer ▪ Developed solutions for a large local ECM Solutions client base. ▪ Developed ECM system migration methodologies including system design methods, process steps, quality control procedures, and data mapping strategies <p>Developed training methods and materials and delivered training to client base. Training included system administrator training and end user training.</p>
Relevant Certification(s):	<p>OnBase Training/Certifications:</p> <ul style="list-style-type: none"> ▪ OnBase Certified Installer ▪ OnBase Certified Workflow Engineer ▪ OnBase Application Enabler Certified <p>Other Training Relevant Training/Certifications:</p> <ul style="list-style-type: none"> ▪ Certified Document Imaging Architect, Visual Basic Programming, Technical & Legal Writing & Analysis, Legal Research & Citation



COMPANY BACKGROUND AND HISTORY

TIMMONS GROUP

Timmons Group is a multi-disciplined engineering and technology firm recognized for nearly twenty years as one of Engineering News Record's (ENR) Top 500 Design Firms in the country. We provide community development, asset management, civil engineering, environmental, geotechnical, GIS/geospatial technology, landscape architecture and surveying services to a diverse client base. Founded in 1953, we are a well-established firm with a pioneering spirit. Decades of experience allow us to lead our industry with an unwavering commitment to forward thinking, innovative design and complete solutions that help our clients be successful. Inspired by your vision, our client service teams solve your challenges in imaginative, cost-effective and constructible ways. As a 550+ person professional services consulting firm with nearly 2,000 clients, our extensive experience in technology, engineering, planning, and surveying enables us to design and implement innovative solutions to solve our clients' varied challenges.

As Timmons Group celebrates our next sixty years, we are extremely proud of the legacy we have established in solving the many challenges our clients have entrusted to us. However, we are not resting on our many accomplishments of the past; but rather, we are focusing on building our culture as community leaders and responsible corporate citizens, focused on understanding your specific challenges and helping you to realize your vision.

Timmons Group, which has established itself as one of the most sought after EAM & Community Development consulting groups in the United States, is excited about working with our teaming partners, Cityworks, Konica Minolta, OnBase and side-by-side with you and your staff to develop a technological legacy that you, your organization, and all of your stakeholders will be proud. Our unique view of your project is one of the distinguishing traits that sets Timmons Group apart from other Cityworks community development and asset management consultants. We do not view these projects as simply a software installation and configuration job. Rather, we view the combination of Cityworks PLL, the Timmons Group Public Facing PLL Portal, and OnBase Document Management & Electronic Plan Review as an integral piece of your over-riding enterprise community development strategy and the foundation upon which countless additional work tasks will rely upon for the feature-rich content needed to support your organization's varied daily operational, regulatory, and customer service challenges. We look forward to sharing our ideas and solutions for this project.

Timmons Group has been a Cityworks Business Partner for 15+ years. The symbiotic relationship enjoyed between Cityworks and Timmons Group is a unique and tremendously advantageous team to our clients. While Cityworks is a software company, Timmons Group is a company focused on professional services and excellent project delivery. This, unique in the industry, teaming arrangement allows Cityworks to concentrate upon the constant development and improvement of their product offerings while Timmons Group concentrates on the successful implementation, real world use and exploitation of the Cityworks products. We view our mutual clients from somewhat different perspectives, however this is to your advantage. Timmons Group is free to ensure that the Cityworks products are implemented so that they work utilizing the workflows, business rules and processes our mutual clients desire, including integration to other software systems. Timmons Group will ensure that Cityworks works for you and is not a system that Escondido must dedicate tremendous (and unnecessary) resources to. We are free to concentrate on the exacting requirements our clients require. We therefore look at the operational side of our client's requirements and the strategic goals they wish to achieve, as well as keeping our clients abreast of the latest trends and standards in best practices of community

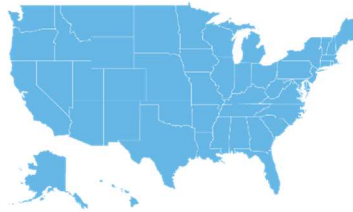




development. Cityworks can concentrate on how their products meet the basics around software: constant development, ensuring the software performs as desired, provides capabilities to meet best practices and standards and stays abreast of the latest technology developments, as well as the look and feel end users demand. Cityworks is also able to ensure their future product offerings are aligned with long term strategic goals of not only Esri GIS, but also their clients wishes and desires. All of this is made possible by offering to you, our clients, a true team of experts. Although your primary contact with the team will be with Timmons Group during the implementation, Cityworks will take an active role in the project. Our teams work together to develop our proposal responses, Cityworks Client Success Managers are involved in our scope development and will be involved with the project team (comprised of Escondido, Timmons Group, Cityworks, OnBase and Konica Minolta) from the start, including attendance at key project meetings. Once Go Live occurs Cityworks involvement will become more prominent. However, rest assured, Cityworks, Timmons Group, OnBase & Konica Minolta will remain involved and attentive to you as our mutual clients well past the Go Live stages. We share the common value that our success is truly achieved only when our clients are successful. Both Timmons Group and Cityworks take this seriously and feel that this unique relationship only makes our two companies stronger and our clients more satisfied. Timmons Group has been approached by other software vendors to be implementation partners within this market space, however Timmons Group has made the strategic decision to work exclusively with Cityworks in this market space.

Our History

65 *Years in business*



100+
*Dedicated Asset
Management &
Geospatial staff*

65+ *Cityworks
Implementations*

Experience in **44** *states*

550+
Total Staff

Where We Are

15
Nationwide offices

- Portland, OR
- Charlotte, NC
- Raleigh, NC
- Greensboro, NC
- Elizabeth City, NC
- Baltimore, MD
- Prince George, VA
- Richmond, VA (3 offices)
- Ashburn, VA
- Charlottesville, VA
- Hampton Roads, VA
- Staunton, VA
- Dallas, TX



Below is a map depicting each of Timmons Group's Cityworks implementations across North America:



★ **Timmons Group Office Locations**

- | | | | |
|-----------------------------------|--|--|--|
| 1 Garland, TX | 18 Waterford Charter Township, MI | 35 Seattle, WA | 52 Asheville, NC |
| 2 Otay Water District, CA | 19 Altoona City Authority, PA | 36 Grand Rapids, MN | 53 Brookhaven, GA |
| 3 Alpharetta, GA | 20 Raleigh, NC | 37 Upper St. Clair, PA | 54 Frederick Water, VA |
| 4 Naperville, IL | 21 Allegheny County, PA | 38 Tallahassee, FL | 55 Montgomery County, MD |
| 5 Fayetteville, NC | 22 Chicago, IL | 39 Sugarland, TX | 56 Manatee County, FL |
| 6 Hamilton County, TN | 23 City of Winston-Salem, NC | 40 Bartow County, GA | 57 Florida Keys Aqueduct Authority, FL |
| 7 Skagit County PUD #1, WA | 24 Watsonville, CA | 41 North Miami Beach, FL | 58 St. Johns County, FL |
| 8 Auburn, AL | 25 Morro Bay, CA | 42 Grey Forest Utilities, TX | 59 Madison, WI |
| 9 Lafayette Consolidated Govt, LA | 26 Carpinteria Valley Water District, CA | 43 Herriman, UT | 60 Bonney Lake, WA |
| 10 Herndon, VA | 27 Shafter, CA | 44 Milwaukie, OR | 61 Renton, WA |
| 11 Richmond, VA | 28 Alcoa, TN | 45 Harrisonburg, VA | 62 Forsyth County, GA |
| 12 Alexandria, VA | 29 Goochland County, VA | 46 Lebanon, OH | 63 Yelm, WA |
| 13 Jackson, MS | 30 Petersburg, VA | 47 MetroConnects, SC | 64 Tigard, OR |
| 14 Washington DOT, DC | 31 Henderson, KY | 48 Las Gallinas Valley Sanitary District, CA | 65 Napa Sanitation District, CA |
| 15 Colonie, NY | 32 SeaTac, WA | 49 Macon Water, GA | 66 Regional Municipality of York, Canada |
| 16 Newport News, VA | 33 Sammamish, WA | 50 Mid Peninsula Regional Open Space, CA | |
| 17 Montgomery County, OH | 34 Weston, FL | 51 American States Utility Service | |



KONICA MINOLTA BUSINESS SYSTEMS

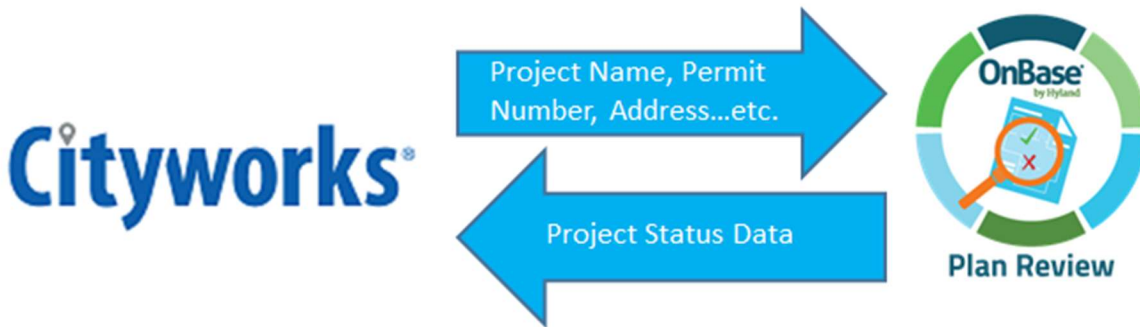
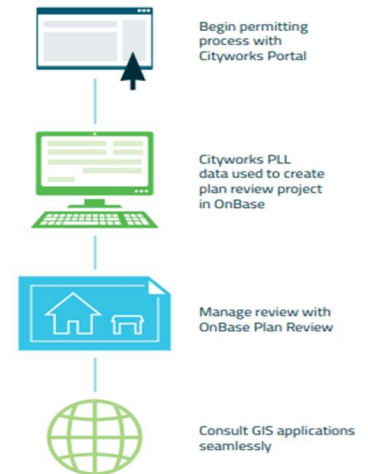
Konica Minolta Business Solutions' ("KMBS") Enterprise Content Management ("ECM") division, with 25+ years' experience in systems integration, software configuration and post implementation support is pleased to partner with Timmons Group in order to respond to the City of Escondido ("Escondido")'s comprehensive Cityworks PLL project RFP # 19-03.

KMBS has achieved the highest levels of Hyland OnBase support certifications and sales partnership levels multiple years in a row.



Based on careful review of Part 3 and 4 of Escondido's four part RFP #19-03 requirements, KMBS is prepared to provide your organization with the Gartner top tier rated Hyland OnBase Software and implementation services to insure a successful outcome. We will draw from extensive experience, delivering Enterprise Content Management deployment services to 1,000+ clients across the US. Our services include helping organizations with Workflow Process Optimization, Data Capture automation, records digitization/indexing services, Content Management, Retention & Records Management, Reporting, Dashboards and e-forms Process Automation project implementations. More specifically, we have assisted 40+ CA municipal and local government entities similar to Escondido with ECM solution deployments.

As part of your turnkey solution delivery team, KMBS will provide the proposed software licensing and necessary implementation services to configure the Hyland OnBase ECM components for an integrated plan review and document management for Cityworks PLL system. Where needed, we will team with Hyland subject matter experts to insure your solution meets all requirements. Additionally the proposed solution will act as the foundation for a scalable content management system that can expand into other areas within your organization, i.e. citywide records management, reporting dashboards, document lifecycle management, electronic forms and workflow automation for other departments, etc.





Manages plan sets and other documentation seamlessly

The integration between Azteca Cityworks® and OnBase by Hyland gives Cityworks users instant access to the plan sets, reports and documentation they need from one central repository. With OnBase, your permitting, licensing and land use (PLL) management processes in Cityworks are seamlessly tied to electronic plan review, making community development more efficient.

Securely shares content across the enterprise, even with mobile users

Removes paper from the approval process

Extending your Cityworks PLL solution with OnBase Electronic Plan Review means simpler, paperless management of plan sets, markups, site photos, as-builts and everything in between.

KMBS views each project and its customer relationships as a strategic and long term partnership between our organizations. Your assigned KMBS project team will be there every step of the way during your project deployment and ready to provide ongoing consulting and support services beyond the initial roll out, as desired.

We look forward to having the opportunity to meet with you in person to further discuss your project requirements in order to provide a comprehensive Scope of Work and Project Plan to implement your solution On Time and On Budget.



SERVICES PROPOSED, IMPLEMENTATION PLAN, TIMELINE & CITY/VENDOR RESPONSIBILITIES

PROJECT UNDERSTANDING

The Timmons Group Team proposes to work with Escondido to refine or create new workflows, following existing business rules and other criteria in a phased approach so that Escondido can leverage Cityworks, the Timmons Group Public facing PLL Portal and OnBase to meet your Community Development goals. It will be our intent to utilize these processes and to “tweak” them as necessary to include best practices, and to fully and effectively utilize the full capabilities of Cityworks Server PLL, the Timmons Group PLL Portal and OnBase. Our team is proposing to provide a complete, phased approach, solution for each of the four parts of the RFP including:

Phase 1: the Timmons Group Team will implement and configure the business license workflow(s), business license associated reports (Part 1); implement and configure the Timmons Group Public Facing Portal for Cityworks PLL to support business license workflow(s) (Part 2); and implement and configure Hyland OnBase Document Management to support business workflow(s); along with implementation knowledge transfer, full training of the business workflow configuration, associated processes and reporting as well as full Administrator training.

Phase 2: the Timmons Group Team will work with the City, as necessary, to implement the remaining business units and workflows within Cityworks Server PLL, within the Timmons Group Public Facing Portal for Cityworks PLL; implement Hyland OnBase Electronic Plan Review and the associated workflows, work with the City for the data migration of the legacy TRAKiT data and develop reports within Cityworks Server PLL as necessary; and implement Hyland OnBase Document Management within other business units and/or for other workflows as necessary. The scope of professional services required for Phase 2 by the Timmons Group Team will be defined upon the conclusion of Phase 1.

Part 1: The implementation and configuration of Cityworks PLL, data conversion (from CRW/Superior TRAKiT .NET), and report customization/creation

Part 2: The implementation and configuration of the Timmons Group Public Facing Portal for Cityworks PLL

Part 3: The purchase of Hyland OnBase software licensing

Part 4: The implementation and configuration of OnBase for plan review and document management for Cityworks PLL.

We believe our proposal to be the only proposal you will receive that will allow Escondido to pursue all four parts of your desired solution with a single vendor team. This will provide for continuity of workflows across the entire platform, simplified communication, better alignment of expectations and result in time and costs savings to Escondido. Our teams initial step will involve a “discovery” process to verify and tweak business processes. This initial business process analysis provides our implementation team with a detailed look into the everyday processes marshaled by Escondido staff. A primary objective of this task is for our implementation team to review and understand how Escondido conducts business and manages its community development services. The ultimate goal is to provide knowledge to support and enable our implementation team to properly address the technological impacts of the Cityworks Server PLL, Timmons Group Public Facing PLL Portal and OnBase deployment, and Escondido, in order to understand the technological impacts and the non-technological impacts related to business processes and workflows.

The vision cast by combining a community development tool, providing public access to applications involving permits, licenses and inspections, document management and electronic plan review all combined and working as a cohesive solution is forward looking and fits into today’s atmosphere or more local government transparency. Escondido should be commended for forecasting such a vision. Realizing this vision, however, can be challenging. It will require change – new behaviors and new skills. It will also require a solid foundation of well-defined business processes and solution requirements. But before any supporting IT tools can be configured, there must be clarity on the organization’s core processes: the workflows for key steps and sub-steps, and what data must be collected at which points to inform which decisions. By analyzing business processes in a structured way, one streamlines the technology and data needs and, perhaps more importantly, one can identify tangible improvement areas for quick wins.



Engaging the Timmons Group Team as a partner on your Community Development programs will yield the results you demand. Many years of important lessons learned will be available to you and your stakeholders throughout the life of your program. Regarding group specific consulting, the Timmons Group Team brings not only geospatial and information technology professionals to assist with the implementation of Cityworks Server PLL, the Timmons Group Public Facing PLL Portal and OnBase solutions, but also subject matter experts in the fields of planning, inspections, civil engineering, transportation, document management, electronic plan review, asset operation and maintenance in multiple classifications. You will have the opportunity to work with our planning, engineering, geospatial, and technology subject matter experts who will share over a century of combined ideas and solutions with you in support of your greater mission. These resources will be available to the project team to assist with best practices as Cityworks, the Timmons Group Portal and OnBase are configured uniquely to each Functional Group and our solution set is configured around each Functional Groups business processes and workflows. These subject matter experts will review the proposed configuration workflows for best practices and address the “do they make sense” questions, prior to the Timmons Group Team submitting the proposed workflows for Escondido approval.

Escondido, no doubt, faces a critical turning point under the pressure of rapid growth, demanding citizens, contractors and developers rapid technical change, a desire for transparency, social media, and financial pressures. Staff must manage its assets, permits, inspections, documents, submitted plans, collect and analyze information, and provide long-term value to the public. Under this project you have the opportunity to leverage data and technology in new ways and to leverage processes and analytic techniques. Beyond the immediate process efficiency gains, your Community Development program can help affect real cultural change within the organization. Positions once dedicated to reactive processes can evolve into positions focused on proactive analytics and structuring controlled ‘experiments’ in a quest for more investment. Truly, you have an exciting opportunity.

Based on our experience in leading Community Development transformations and the related implementation of Cityworks Server PLL, the Timmons group Public facing PLL Portal and OnBase we believe you need a very specific type of partner. You need a team of advisors who are familiar with core community development processes and workflows, yet are able to translate business requirements into technology specifications. You need seasoned professionals with a **bias for action and pragmatism** as opposed to academic purity. You need organizational change experts who know how to connect with the front line as well as the executive suite, to ensure there is top-down support and real momentum for the journey. We would suggest that you also need partners who think holistically, from permit applications to technology to the supporting areas of City of Escondido, in order to ensure that your community development plan and our solution set of applications are configured for long-term success.

Timmons Group has developed a phased and collaborative project approach that will provide the best overall solution to Escondido. Our approach for each Part, major stage and task is centered on three major program components:

- Project Management
- Core Software Configuration
- Department (Functional Group) Specific Implementations & replacement/integration of/to various existing/future systems

Successful implementation of Cityworks Server PLL, the Timmons Group Public Facing PLL Portal and OnBase as a core technology for Escondido’s community development plan requires a thorough understanding of the individual processes and information management applications used throughout the organization. An appropriate level of planning and strategizing is required to ensure the end-users’ needs are identified, understood, and designed for prior to implementation.

As previously stated, the success or failure of a solution set such as is being proposed is most often not attributable to the technology components, but rather to managing the implementation of the software solution set and the organization’s ability/inability to effectively achieve the change associated with the implementation. We will partner with Escondido in developing a strong body of users throughout the implementation process. The widespread adoption that is often anticipated by the project stakeholders during the planning and development of enterprise systems can quickly wane shortly after implementation if the change process is not effectively managed.

The failure to adequately train and support new users is often a cause for immediate and permanent resistance to the adoption of the system. ***Incorporating a strong training and coaching program is an effective change management tool*** and appropriate budget allocations should be made and adhered to throughout the system implementation and



adoption life-cycles. In addition, Escondido would be well-served by identifying and empowering staff responsible for the daily operations and administration of the system. This individual (or individuals) should have a broad understanding of the varied services each department provides, the technique in which services are delivered, and the manner of how Cityworks solution supports the delivery of each service. The responsibilities will also include the coordination of various support mechanisms available to each end user for the assistance for expanding the user's knowledge of not just their role within the community development program, but also in a broader context of the overall importance of the enterprise community development program to the organization.

The Timmons Group Team understands that Escondido has separated the overarching project into 4 (four) distinct yet related projects; as such it will be critical that all 4 parts meet your over-arching criteria individually or collectively. The chart below identifies and clarifies the desired key aspects and deliverables of the project so that Escondido can better understand how each requirement is addressed, as appropriate, within each individual part of the overall project.

SCOPE OF SERVICES				
	<u>PART #1</u> Implementation & Configuration of Cityworks Server PLL	<u>PART #2</u> Implementation & Configuration of Timmons Group Public Facing PLL Portal	<u>PART #3</u> Hyland OnBase licensing	<u>PART #4</u> Implementation of OnBase for Plan Review and Document Management for Cityworks PLL
Project Planning	The over-arching project, as well as the Part #1 project management governance will be developed within the detailed Project Approach section for Part #1	Part #2 Project Planning will be included within the Part #1 Project Planning	Not Applicable	Part #4 Project Planning will be partially covered within the Part#1 Project Approach as well as within the Part #4 Project Planning section
Business Process Analysis	Part #1, #2 & #4 (where applicable) Business Process Analysis will be developed within the Project Approach section for Part #1	Part #2 Business Process Analysis will be developed within the Project Approach section for Part #1	Not Applicable	Part #4 Business Process Analysis will be developed within the Project Approach section for Part #1 (where applicable) and Part #4
Integration Definition	Part #1, #2 & #4 Integration Definition will be developed with the Project Approach Section of Part #1	Part #2 Integration Definition will be developed with the Project Approach Section of Part #1	Not Applicable	
Report Definitions	Part #1 & #2 Report Definitions will be developed within the Project Approach Section of Part #1	Part #2 Report Definitions will be developed within the project Approach Section of Part #1	Not Applicable	Part #4 Report Definitions will be developed within the Project Approach for Part #1
Data Conversion	Part # 1 Data Conversion will be developed within the Project Approach Section of Part #1	Not Applicable	Not Applicable	Not Applicable
Implementation	Part #1 Implementation will be developed within the Project Approach Section of Part #1	Part #2 Implementation will be developed within the Project Approach Section of Part #2	Not Applicable	Part #4 Implementation will be developed within the Project Approach Section of Part #4
Training and Support	Part #1 Training and Support will be detailed within the Project Approach Section of Part #1	Part #2 Training and Support will be detailed within the Project Approach Section of Part #2	Not Applicable	Part #4 Training and Support will be detailed within the Project Approach Section of Part #4
Public Awareness	Not Applicable	Part #2 Public Awareness will be detailed within the Project Approach Section of Part #2	Not Applicable	Not Applicable



The Timmons Group team understands and will support that the following are desired outcomes of the combined overarching project:

- Cityworks PLL and the Timmons Group Portal are configured and operating optimally and according to best practices
- Appropriate contractors and citizens have been notified and are aware of the online Portal and its capabilities
- Members of the public are able to make full use the public portal for online payments, document exchange, inspection scheduling, etc.
- All of the needed TRAKIT historical and current data has been successfully converted into PLL
- The reports and saved searches necessary to Cityworks business processes are completed and ready to run whenever needed
- City personnel are fully trained and prepared to take full advantage of the enhanced functionality provided by PLL
- City personnel are able to work in a paperless, or near-paperless manner, taking advantage of the new electronic data exchange and remote access capabilities provided by the public portal and OnBase.

PART #1 – CITYWORKS SERVER PLL IMPLEMENTATION

Part #1 Project Approach

As noted above the Timmons Group team is proposing to meet the solution requirements of all four parts of the overarching project Escondido has decided to pursue. Part #1 as the Cityworks Server PLL implementation will provide the opportunity to detail overarching activities that will occur under Part #1, but will also provide project governance to Parts #2 and #4 as well as the accomplish the majority for the workflow development required to support the implementation of Parts #2 and #4. Our team is proposing to provide a complete, phased approach, solution for each of the four parts of the RFP including:

Phase 1: the Timmons Group Team will implement and configure the business license workflow(s), business license associated reports (Part 1); implement and configure the Timmons Group Public Facing Portal for Cityworks PLL to support business license workflow(s) (Part 2); and implement and configure Hyland OnBase Document Management to support business workflow(s); along with implementation knowledge transfer, full training of the business workflow configuration, associated processes and reporting as well as full Administrator training.

Phase 2: the Timmons Group Team will work with the City, as necessary, to implement the remaining business units and workflows within Cityworks Server PLL, within the Timmons Group Public Facing Portal for Cityworks PLL; implement Hyland OnBase Electronic Plan Review and the associated workflows, work with the City for the data migration of the legacy TrakIT data and develop reports within Cityworks Server PLL as necessary; and implement Hyland OnBase Document Management within other business units and/or for other workflows as necessary. The scope of professional services required for Phase 2 by the Timmons Group Team will be defined upon the conclusion of Phase 1.

PHASE 1: IMPLEMENTATION PLAN – CITYWORKS PLL FOR BUSINESS LICENSES

Phase 1: Project Objectives:

The Timmons Group approach to Cityworks® Server PLL implementation and configuration, for business licenses, is to work interactively with the City of Escondido (City), to identify and rank the workflows and interactively model the processes in PLL. Through this effort City staff, who are designated to manage and maintain PLL, will participate in the development process and learn the nuances of building the workflows, templates, and cases. This knowledge transfer is key to your long term success and defines the project success for us as well. A comprehensive training program that is focused on creation, maintenance, and administration of PLL using City specific business license workflows created with City staff will be pursued. Our team has found this process to be cost effective and ensures our clients are comfortable in taking ownership of their PLL environment.

The implementation team will facilitate a series of onsite business license workshops with identified Cityworks users for the purpose of establishing the necessary understanding of individual responsibilities, work processes, regulatory stressors, etc as relates to business licenses. We also understand that converting legacy data from the existing software product and associated database (TRAKIT) will be necessary within our proposed scope of services as well as a identifying integrations to other City systems, these activities will occur under Phase 2 of the project. By gathering and analyzing the end user requirements, the implementation team will best prepare us to implement the City's solution such that the individual user requirements are able to be met in the context of the City's over-arching strategies.

Project Deliverables and Milestones

Formal project planning to identify and document project goals, identify resources and stakeholders, define communication plan and document project assumptions.

Part #1, Phase 1, Task 1: Project Management

All Project Team members selected for this engagement have recent significant experience in the planning, design, and implementation of multiple Cityworks AMS, PLL, Timmons Group PLL Portal, OnBase Document Management & OnBase Electronic Plan Review projects of varying depths and complexities. However, our experience indicates that these competencies alone do not automatically translate into successful projects. Rather, the key to project success is the proper utilization of available resources within the framework of a well-managed project plan that completely addresses each of the following processes:

- **INITIATION** – project authorizations and expectations
- **PLANNING** – project definitions, objectives, deliverables, assumptions and analysis of alternatives
- **EXECUTION** – coordination of resources, quality control, delivery of products and services
- **CONTROLLING** – monitoring and measuring to identify variances and initiate corrective actions
- **CLOSING** – acceptance of project results and deliverables

With our Program Director and Project Manager serving as the hub of our team, and the conduit of communications between our subject matter experts, third party vendors and the City of Escondido stakeholders, we propose to utilize the following management tools in order to programmatically and proactively manage the proposed engagement to a successful end. Timmons Group will provide the following Project Management services throughout the duration of the Contract for all 4 parts of the over-arching project:

- Review, analyze, and consult upon City of Escondido current business processes communicated by staff.
- Develop, in cooperation with the City of Escondido Project Manager, a Project Plan, Communication Plan and Schedule
- Proactively manage and update the Project Plan, Communication Plan and Schedule, as required, throughout the duration of the Project. The Project Plan, Communication Plan and Schedule modifications will be facilitated upon common agreement between the City of Escondido and Timmons Group in accordance with the Change Control Notice process.
- Coordinate project events with City of Escondido Project Manager and Timmons Group Team members
- Author, edit, review, and distribute project documentation and technical reports, as required
- Facilitate in-process review meetings with City of Escondido Project Manager and end-users as scheduled, and appropriate, throughout the duration of the project
- Anticipate problem areas and propose and facilitate solutions (i.e. risk management)

Our Approach to Project Management

Timmons Group specializes in delivering community development solutions for our clients. We have accumulated years of experience and lessons-learned that has shaped our project management and implementation approach. Our project manager will be responsible for:

- Facilitating meetings between the Timmons Group team and the City's project stakeholders;
- Preparing for, and conducting, all on-site and on-line meetings;
- Reporting risks and impediments to the team as issues arise and maintaining a risk registry on our web-based project portal;
- Maintaining the project work plan and project schedule;
- Managing change; and
- Monitoring and reporting project performance.

Project Management Plan (PMP)

The PMP integrates and consolidates all of the subsidiary management plans from the planning process, including:

- Scope management plan (including the change management process)
- Schedule management plan
- Cost management plan
- Quality management plan

- Human resource plan
- Communications management plan
- Risk management plan
- Procurement management plan

Project baselines are established for schedule, cost and scope. These baselines are combined into a performance measurement baseline against which integrated performance can be measured throughout project execution. Our Project Manager will develop and deliver a PMP outlining the tasks, schedule, deliverables/milestones, communication plan and the associated resources (internal/external) necessary for the project to be successful.

Project Tracking and Reporting

Timmons Group will maintain procedures throughout the project for tracking and reporting progress. We will establish a dedicated, secure online project portal that provides centralized, on-demand access to project documents and status. Our approach to project management is very “hands-on” and will support constant communication to minimize project risk, remove impediments to progress, and to ensure that we are delivering the best possible solution.

Standard project management documents that will be posted to the project portal include: status reports (MS Word), current and past versions of the project work plan (MS Project), key project decision log, risk register and a task/action item log. At the end of each month we will provide The City with a project status report that documents the activities performed during the previous month. At a minimum the report shall address the following:

- Status of all tasks;
- Planned work to be carried out in the ensuing month;
- Problems (risks and impediments) encountered;
- Mitigation actions taken to resolve problems;
- Key decisions (technical and administrative);
- Open action items;
- Schedule update;
- Financial update; and
- Project performance measurements

Scope Management

Understanding that issues will arise during the project that may require changes to the agreed-upon scope of work, a proactive method of identification and management of these issues must be utilized. Timmons Group uses a Change Control Process that is illustrated in the following process flow diagram:

Final project costs are established through the development of a detailed Scope of Work – ***one that establishes what products and services will be delivered as well as those that will not be provided as part of the established fee.*** A level of open and honest communication among all stakeholders is required such that system functionality can be balanced with available funding, and appropriate and reasonable expectations set. Once these elements have been addressed, cost control becomes a multi-tiered effort involving effective project management, clear communication among stakeholders (especially the Project Managers), schedule management, and quality control. To protect both parties, client and consultant, a Change Control Process must be developed and adhered to throughout all phases of the project.

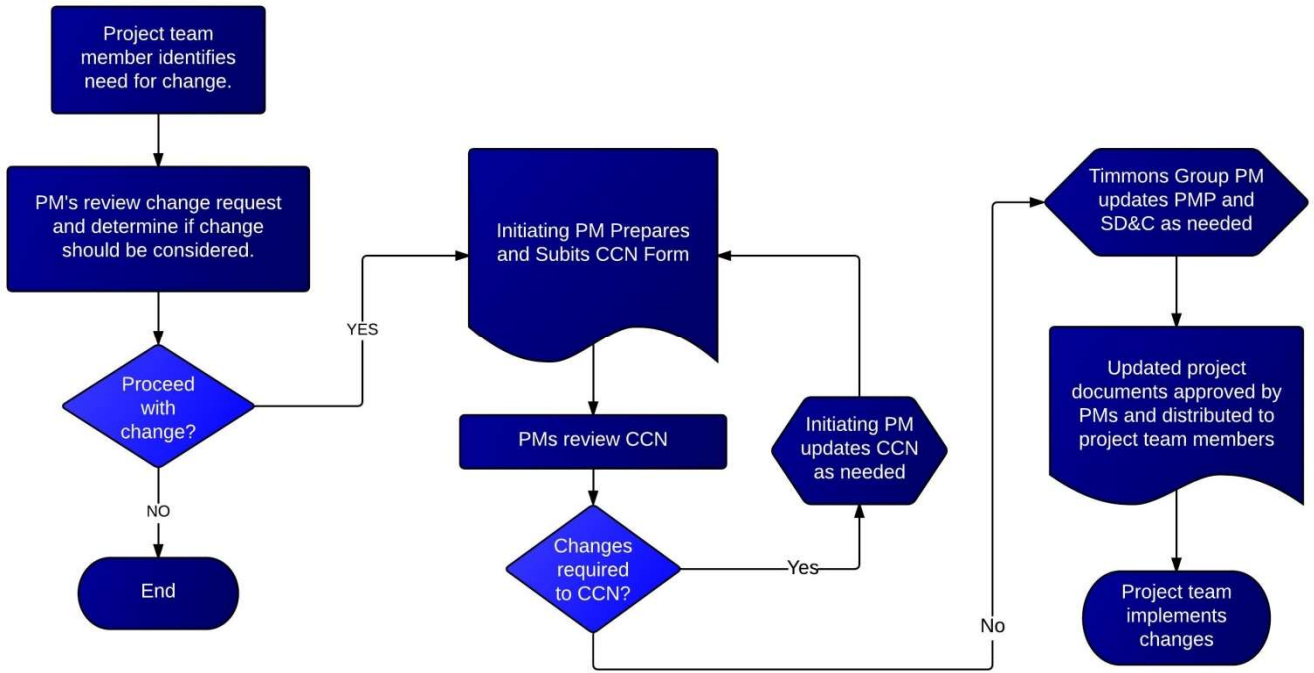
Any modifications or deviations from the agreed upon Scope of Work, including system functionality, service delivery, technical documentation, or project schedule or budget will be subject to **CHANGE CONTROL** procedures:

Any project team member may initiate a **CHANGE REQUEST** whenever there is a perceived need for a change that will affect the desired or anticipated outcome of the work or any element of the project. The project team member should use a **CHANGE CONTROL NOTICE (CCN)** form as appropriate for the change:

1. Agreement to a **CHANGE REQUEST** signifies agreement to a change in overall costs, functionality, time scales, or other identified project impact.
2. Changes will be identified and communicated by / to the respective Project Managers by any of the prescribed communication channels. **CHANGE REQUESTS** may be introduced via verbal conversation or other form of communication but must be supported by the appropriate **CCN** document.
3. All **CCN**'s will be signed by both the Timmons Group and Escondido Project Manager(s) to indicate acceptance of the changes.



- 4. All project participants should understand that time is of the essence when initiating, reviewing, negotiating, and approving **CHANGE REQUESTS**, as any delays to work in progress caused by a **CCN** may impact the overall project schedule.



A complete library of CCN documents will be developed and archived for team reference as the project progresses.

Schedule Management

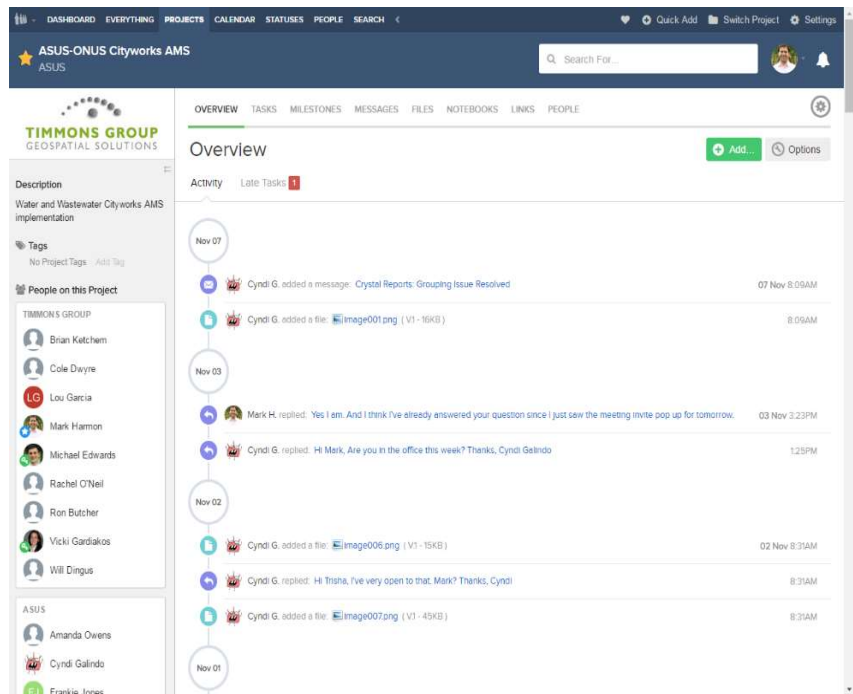
Timmons Group utilizes Microsoft Project to track all tasks, milestones and dependencies of our enterprise asset management projects. The change control process is the same as the process outlined in Scope Management Plan. The schedule is reviewed at project progress meetings and any changes are agreed upon by the project team (which includes Escondido stakeholders).

Questions and Issue Tracking

Timmons Group recognizes that communication between The City and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as City employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items in order to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

Our Approach to Quality Control

Quality Control on a Timmons Group Cityworks implementation project is on-going throughout the life of the project. In addition to formal items





such as a Project Management Plan, Testing Plan and an Acceptance Plan and Acceptance Certification, we employ several quality control measures throughout the life of the project. We have assigned a Project Director to this project. In this role the Project Director will act as the Senior Technical Reviewer for all project deliverables. Specific quality control procedures include internal review meeting between the Project Director and the project team as well as a formal change control process to deal with project changes. Timmons Group has clear and defined roles for the Quality Control responsibilities of all staff members. Because all staff levels of the project team are involved in delivering quality service to our clients, each employee is given the necessary training and orientation to perform a specific task. Prior to being assigned to a specific Quality Control responsibility, staff members must meet minimum qualifications and must be approved by the Principal in Charge. Timmons Group has an established program for project Quality Control that is incorporated into our contract management process. Our primary means of building quality into every phase of each project is through the use of assigned senior technical reviewers (STR) and periodic QA reviews at the program level. Our reputation is built on the execution of existing work and products. Timmons Group has an excellent track record of providing high-quality services to public agencies, as demonstrated by our strong past performance ratings.

The goal of this phase is to develop an initial Project Management Plan (PMP) document, and to accomplish the initial data gathering prior to the kickoff meeting. This task “primes the pump” for the kickoff and configuration workshops and ensures there will be no IT related bottlenecks related to hardware or software purchases.

Our team utilizes a formal Project Management Plan (PMP) process for documenting, tracking and communicating the key elements of a project, which include: Project scope, schedule, work plan (including staff, stakeholders and other resources), budget, communication plan, definition of project goals and critical success factors, definition of team member roles and responsibilities, project assumptions, change management and risk management. The purpose of the PMP is to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and resolved promptly, and that project status is continuously communicated to project team members. Our Project Manager will draft a PMP for an initial review by the City’s Project Manager and other staff during the kickoff meeting.

Acceptance Procedures:

Certain project deliverables and milestones will be subject to a process of review and acceptance. The process will involve the Project Managers from both Escondido and Timmons Group signing a User Acceptance document to indicate that products and services were delivered in accordance with the Project Plan. A fully executed User Acceptance document shall serve as authorization for Timmons Group to continue on to subsequent project tasks. Failure on Escondido’s part to complete milestone acceptance in a timely manner may cause delays in initiation of subsequent tasks.

The process for documentation deliverables is detailed in the following workflow:

- 1) Timmons Group will submit a Preliminary Draft of the project deliverable which will consist of a basic document template or outline for Escondido Review.
- 2) Escondido will review and provide acceptance of the Preliminary Draft format within 10 days.
- 3) Timmons Group will deliver the draft deliverable by the scheduled due date.
- 4) Escondido will review the deliverable and provide feedback.
- 5) Timmons Group will deliver the final version for Escondido formal acceptance.

In some cases, where appropriate, the document deliverable will be updated throughout project and redelivered prior to Go-Live.

Communication Management

Timmons Group recognizes that communication between Escondido and our project team must follow a standard flow, if the project is to succeed. We will assume the primary role of controlling communication between our project team members as well as Escondido employees. Should issues arise during the course of the project, we will log and track issues and key decisions (administrative and technical), questions, and action items in order to ensure that the decisions made during the communications are appropriate and that all resolutions are documented. The project tracking log will be maintained on the project portal.

The goals of Timmons Group’s communication plan are to ensure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is



continuously communicated to the Escondido core team. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. in-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

City Responsibility – The City project manager/team will review the Project Management Plan and ensure it meets the City’s requirements. The City project team is typically comprised of the following roles:

- City Project Manager
- A Code Enforcement Officer
- A City Planner or The Planning & Zoning Coordinator
- A Building Inspector
- A Permit Technician
- A Business Licensing Clerk
- A GIS Analyst

Deliverables – Project Management Plan that will be managed over the life of the project.

Assumptions – The City will review all documentation in a timely manner.

The following is an example excerpt from the PMP for a Cityworks PLL implementation:

PROJECT STAKEHOLDER REGISTER:					
Timmons Group Project Team members proposed for this assignment collectively, as well as individually, possess significant experience as it relates to project management, Asset Management Best Practices, Cityworks Server AMS Implementation, and report development. The key staff listed below are available to support this project throughout its duration.					
Project Title:	Cityworks PLL Implementation				
Client:	City of Brookhaven				
Project Number:	39249 (Timmons Group)				
Name	Organization	Role	Phone #	e-mail	Responsibilities
Ron Butcher	Timmons Group	Director	804-200-6971	ron.butcher@timmons.com	Contract / Program Oversight
Louis Garcia	Timmons Group	Sr. Project Manager	443.904.3897	louis.garcia@timmons.com	Program Oversight
Michael Edwards	Timmons Group	Project Manager	804-433-2994	michael.edwards@timmons.com	Daily/Weekly Contact, Project Communication, Scope, Schedule and Budget Management
Lauren Sullivan	Timmons Group	Sr. Analyst	858-254-3873	laure.sullivan@timmons.com	Technical Analysis and Implementation
Robert Mullis	City of Brookhaven	IT Director	404.637.0640	Robert.mullis@brookhavenga.gov	Client Director
Cheryl Robinson-Smith	City of Brookhaven	Project Manager	404.637.0492	Cheryl.robinson-smith@brookhavenga.gov	Client Project Manager
Chris Saxon	City of Brookhaven	GIS Manager		Christian.saxon@brookhavenga.gov	Client GIS



COMMUNICATION PLAN

The goals of Timmons Group’s communication plan are to insure that the project objectives are clearly articulated and met, that tasks are completed on schedule, issues are identified and promptly resolved, and that project status is continuously communicated to City stakeholders. The communication plan addresses the primary aspects of project communication, including:

- What is being communicated
- To whom it is to be communicated
- How it is to be communicated (e.g. in-person, e-mail, call, etc.)
- When it is to be communicated

Timmons Group will employ a proactive approach to project communication, consisting of the components more fully defined below, to ensure the proper and efficient utilization of resources and the timely delivery of products and services within the framework of the project Scope of Work.

Bi-Weekly Status Call and Minutes – Timmons Group’s Project Manager will prepare an agenda for and conduct a bi-weekly status call related to the specific work-in-progress of the project team. The Project Manager shall record and report via meeting notes the results and action items required.

Ad-Hoc Meetings – As is required throughout the duration of the project, additional meetings may be called by either Project Manager to address personnel, scheduling, technical, or other project issues. These meetings will typically be held via teleconference. Project team members will participate in these meetings as necessary. The Timmons Group Project Manager will document the meetings and distribute a summary to all project team members via email.

Scheduled dates for project calls, meeting and reports will be coordinated in advance and communicated to relevant staff according to the plan outlined below. The dates for project calls, meeting and reports will also be maintained on the project calendar, which will be available online for easy, on-demand access.

E-mails – The Project Manager for Timmons Group and City of Brookhaven project manager should be cc’ed on all project related emails.

Project Title: Cityworks PLL Implementation
Client: City of Brookhaven
Project Number: 39249 (Timmons Group)

Project Communication Plan		
Communication Element	Participants	Media / Setting
Bi-Weekly Status Calls	Required: Michael, Lauren, Cheryl Optional: Ron, Lou, Robert, Chris	Telephone
Ad-hoc Meetings	Required: As needed. Optional: As needed	Telephone / On-site

Goals:

1. An up-to-date Project calendar
2. Action item tracking
3. Team directory on project website for timely access
4. No surprises!

Part #1, Phase 1, Task 2: Project Kick-off Meeting

Project team members and participating City staff will participate in a Project Kickoff Meeting for business licenses to be held for the purpose of introducing the project participants of all four project Parts, to establish the roles and responsibilities of all Project Participants, validate City goals and objectives, establish the lines of communication to be employed throughout the duration of the project, and to answer any questions City staff may have.

City Responsibility –City business license stakeholders will attend the project kickoff meeting.

Deliverables – Project presentation and meeting minutes.

Assumptions – The City will provide a conference room appropriately sized for the number of participants.

Part #1, Phase 1, Task 3: IT/GIS Systems Workshop

Define the technical requirements for effective operation of the PLL software. It is assumed the PLL software will be installed with the City of Escondido environment. Our configuration team will meet with the City project management and IT staff to discuss and define the hardware and technical requirements for the Cityworks PLL implementation. We understand that the PLL software will be installed in and operate on the existing Cityworks AMS platform. During this meeting various system architectures and minimum requirements will be explored to find the best fit for the City. The goal is to ensure hardware is in place prior to initial software configuration..

Our Team will document the Core System Design Plan components (hardware & software) required to support the Cityworks PLL implementation. If deficiencies exist we will provide an outline of recommended upgrades, configuration changes or other technical adjustments. The Core System Plan is developed in preparation for the configuration and implementation of the Cityworks PLL System. This plan will include the following:

- Review of current Cityworks PLL test and production platform including:
 - Utilization
 - Performance
 - Architecture
 - Servers
 - Database
 - Software
- Network Requirements
- Hardware Requirements
- Peripheral Requirements
- Software Applications
- GIS data in support of Cityworks PLL

City Responsibilities - The City is responsible to have IT & GIS staff present for the IT System Webinar that are knowledgeable on the current City infrastructure and any planned modifications during the life of the project.

Deliverables – Core System plan for Hardware, Software, network configuration and GIS requirements for Cityworks PLL. Report detailing the existing technical test and production environments including any recommended upgrades or enhancements or licenses required to test or deploy Cityworks Server PLL.

Assumptions – The City will purchase Cityworks® Server PLL. The City will review all documentation in a timely manner.

Part #1, Phase 1, Task 4: Data Gathering

The goal of this task is to meet with City departments and gather critical information that will be later loaded into the PLL environment and to thoroughly document the existing City of Escondido business license process. Data that will be gathered includes:

- Identify Database and Domain Administrators
- Identify PLL Administrator
- Identify PLL Users
- Select PLL Login Security Model
- Define ArcGIS Services
- Identify Email Settings for PLL
- Identify Contractors
- License Application Forms
- Reports and Printed Forms

-
- Frequent Applicants

City Responsibility - City staff will be available to assist with obtaining all information identified during the data gathering process.

Deliverables

- Systems Configuration Document (details which servers will be utilized by Cityworks and what software and the versions that will be installed on each server along with GIS services to be utilized for the Cityworks map)
- The City to provide a PLL user list along with employee details (login name, email address, title, and department/division)
- The City to provide list of contractors
- The City to provide a list of Code Violations

Assumptions

- Esri ArcGIS Server installed and configured
- Necessary hardware and ancillary software available

Part #1, Phase 1, Task 5: Identify, Prioritize, Define, Workflow, & Report

The goal of this task is to identify and prioritize the business license types and workflows based on complexity, commonality, and impact on the City. Our configuration team has found that a number of workflows are similar so our approach is to interactively develop the most complex workflows and train City staff in the process of maintaining and building future workflows.

- Workshop to identify and prioritize business license workflows & reports
- Introduction to PLL and security roles

City Responsibility – Key City staff will participate in the requirements definition and workshops.

Deliverables

- Prioritize list of City business license Workflows
- City will provide documentation on existing business license workflows
- Workflow documentation (existing)

Assumptions

- Documentation on business license workflows will be provided prior to system design
- Samples of business license reports will be provided by City
- Necessary City business license staff will attend and participate in meetings and workshops

Part #1, Phase 1, Task 6: PLL Business License Workflow Workshops

Our configuration team will conduct a five (5) day workshop to begin the process of documenting the details of each business license case identified to be built in PLL. The workshops act as a discovery process to identify all of the components that are required to configure each case in PLL. Workshops sessions are typically broken down by division or workgroup to discuss cases handled by each group. Sometimes a representative from each division may need to be present for cases that have workflow tasks that span multiple workgroups.

Each workshop session begins with a brief software demonstration of Cityworks Server PLL to help familiarize participants with the core components and functionality of the software. The demonstration will give the workshop attendees an opportunity to review and understand the software, potential impacts and changes in their daily business processes, and the purpose of adopting these tool sets. It has been our experience that successful adoption of Cityworks is increased through repeated exposure of the software during the workshops.

During the workshops our configuration team will analyze the various technological, operational, and organizational elements of City's business for the purpose of ensuring the planned Cityworks business license implementation and expected system integrations are capable of delivering the feature-rich data needed to support the numerous complex operations and activities undertaken by the various departments.

In support of these efforts, our configuration team will analyze with the City the following critical elements:

- **Workflows & Tasks** – Identify the current tasks and decisions that are involved with the workflow for each PLL business license case. The implementation team will identify points of possible improvement in existing workflows and discuss how current business processes may change or be modified to fit within the Cityworks application. The workflow review will identify each task within the workflow, all of the possible outcomes for each task, and the party responsible for completing tasks. Task results can trigger changes in case status, dictate path that the workflow follows, and send email notifications.
- **Data Requirements** – Review of the current application forms, requirements for submittal, checklists, violation lists, contractor lists, and other data that needs to be tracked and recorded as part of a case. Existing documents are reviewed on-site and the configuration team will discuss with the City how various items will fit into the Cityworks system. This will help give the City some insight on what their data will look like in Cityworks.
- **Fee Calculations** – Identify the fees associated with each case and the information used to calculate the fees. The fee schedule is reviewed to ensure both parties understand all fees involved and how they are calculated and when they are assessed. This includes fees for application submittal, permits, and violations.
- **Reports/Printing/Notifications** – Reports, printing needs, and notification requirements are identified and documented during the review of the case workflows. The system will be configured to meet reporting requirements. Items like permit cards, notification letters, and notice of violations are also documented as these items will need to be developed as custom Crystal Reports that can be printed. Email notifications are also identified to be included in the configuration.
- **Systems and Applications** – Information technology and process automation tools currently deployed and maintained by the City should be investigated and analyzed in terms of their ability to support the increased network traffic, data loads, and application maintenance requirements introduced by the planned Cityworks program. Additionally, existing business applications such as network modeling, mobile computing, customer relationship management, etc., should be investigated to determine the best manner by which to integrate with the planned Cityworks system.
- **Data** – Existing data sets (spatial and tabular) maintained for the purpose of supporting the daily operation and maintenance of the departments and their associated processes must be inventoried and analyzed for the purpose of supporting the development of any required data conversion/migration/development plans.
- **Best Practices** – Established permitting and code enforcement best practices, as they relate to City's current operational mandates, contrasted with where the various departments currently fall within the spectrum, should be established and benchmarked for the purpose of establishing the required system implementation path needed to guide the City to its ultimate Cityworks deployment and adoption goals and objectives.

These core elements are the major components that will provide our configuration team and the City an understanding of the needs and challenges the departments will face as they move to implement Cityworks. The initial business process analysis provides our configuration team with a detailed look into the everyday processes marshaled by City staff. A primary objective of this task is for our configuration team to review and understand how the City conducts business and manages its processes. The ultimate goal is to provide knowledge to support and enable our configuration team to properly address the technological impacts of the system deployment and City to understand the technological impacts and the non- technological impacts related to business processes and workflows.

This is an iterative process so for every workshop there will be a review and modifications made as identified in the project plan.

Organizational Change Management:

Within our processes Timmons Group will analyze the existing staff assigned to manage and utilize our proposed solution and corresponding work flows and business processes. We utilize the approach outlined below:

1. Clearly define the change and align it to business goals.

It might seem obvious but many organizations miss this first vital step. During the workshops outlined within our scope of services Timmons Group will lead Escondido through this part of the change management process. We will seek to understand your business goals, business rules and merge these into your “to-be” workflows that will be our guide for the configuration of Cityworks. It's one thing to articulate the change required and entirely another to conduct a critical review against organizational objectives and performance goals to ensure the change will carry Escondido in the right direction strategically, financially, and ethically. This step can also assist Escondido in determining the value of the change, which will quantify the effort and inputs that will be invested.



Key questions:

- What do we need to change?
- Why is this change required?

2. Determine impacts and those affected.

Once we know exactly what Escondido wishes/needs to achieve and why, we will seek to understand the impacts of the change at various organizational levels. We will review the effect on each business unit/functional group and how it cascades through the organizational structure to the individual. This information will start to form the blueprint for our training plan, so that we can mitigate the impacts of the proposed changes.

Key questions:

- What are the impacts of the change?
- Who will the change affect the most?
- How will the change be received?

3. Develop a communication strategy.

Although all end users should be included within the decisions and design of the proposed changes, the first two steps will have highlighted those employees that the Cityworks implementation team needs to absolutely communicate the change to. Timmons Group will communicate the proposed changes via a review of the proposed workflows via a MS Visio diagram that will be reviewed with the appropriate stakeholders.

Key questions:

- How will the change be communicated?
- How will feedback be managed?

4. Provide effective training.

With the change message out in the open, it will become important that the Cityworks implementation team communicate to the end users that they will receive training, structured or informal, to teach the skills and knowledge required to operate efficiently as the change is rolled out. This will form the basis for the development of our Training Plan.

Key questions:

- What behaviors and skills are required to achieve business results?
- What training delivery methods will be most effective?

5. Implement a support structure.

Providing a support structure is essential to assist employees to emotionally and practically adjust to the change and to build proficiency of behaviors and technical skills needed to achieve the desired business results. To help employees adjust to changes to how a role is performed, we highly recommend that all roles receive representation in the initial workshops.

Key questions:

- Where is support most required?
- What types of support will be most effective?

6. Measure the change process.

Throughout the change management process, a structure will be put in place to measure the business impact of the changes and ensure that continued reinforcement opportunities exist to build proficiencies. This will be done via the delivery of the existing workflows as well as the delivery of the proposed workflows and a review of the proposed workflows with stakeholders.

Key questions:

- Did the change assist in achieving business goals?
- Was the change management process successful?

City Responsibility – Aid Timmons Group configuration team’s Project Manager in developing a comprehensive agenda based on department and key staff. Participate in workshops and review SD&C Plan drafts. Provide data and discuss workflows identified in the workshops.

Deliverables – Workshop meeting minutes, workflow models (in MS Visio format), and high level integration/interface document that are all part of the PLL SD&C Plan.

Assumptions – City will provide a conference room appropriately sized for the number of participants. Critical City staff will attend workshops and defined by the configuration workshop agenda.

Part #1, Phase 1, Task 7: System Design and Configuration (SD&C) Plan for business licenses

Once all of the required information about the PLL business license case data and workflows are gathered and analyzed our configuration team will work together to analyze and document the current status of the primary components of the business process. The SD&C will also fully define the integration of various systems identified for business licenses and Cityworks PLL. Specifically, these components will be analyzed:

- **Case Data and Workflows and Fees** – This is the core of the PLL system. During the workshops detailed information will be documented that includes workflows, fees, case data, users, contracts, etc. for business licenses.
- **Enterprise Interface/Integrations** – Define high level interface/integration requirements and model within Visio for interface/integration with the City's enterprise systems.

During the PLL configuration workshops, our implementation team will develop the business license workflows of the new system with the workshop participants. The recommended changes will strive to enhance the efficiency of required tasks and follow industry best practices, as well as to enhance the satisfaction of the citizens/businesses being served. The resulting Software Design and Configuration for business licenses plan will be the floor plan for the configuration of PLL and will document the "to-be" workflows.

City Responsibility – Review of SD&C Plan for business licenses drafts within five (5) business days.

Deliverables –SD&C Plan for business license drafts.

Assumptions – City will review all documentation in a timely manner.

Part #1, Phase 1, Task 8: System Integration

Identify where integration is desired to the PLL system and external City of Escondido systems (specifically Timmons Public Facing Portal & OnBase Document Management). The concept of the enterprise system is to create interface points for systems to share appropriate information with other systems. Our team has extensive experience configuring software and systems leveraging Cityworks API's that include Service Request, Work Order, PLL API, Inspections and Metrics, Cityworks SDK, and existing interfaces for CCTV, billing systems, financial systems and MicroPaver as well as others.

The core Cityworks software configuration effort must have integration points established. This can occur previous to, or during the actual integration effort itself.

Timmons Group has developed and utilized a Modified Agile methodology to successfully implement many heterogeneous systems integrations/interfaces. Our methodology is comprised of five (5) primary steps. These steps are a result of our experience with business systems integration and help to ensure a smooth and reliable project lifecycle and production outcome.

The steps include Planning, Build, Training, Production Deployment, and Post Production System Review. These steps ensure that we include everyone and every system of record in the development of detailed requirements for the design of the interface(s). Once the interfaces are developed, a rigorous testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.

- **Planning** – Our planning is comprised of a workshop(s) where we engage our clients and iteratively work through the reasons for the integration, what data needs to flow back and forth (or sometimes in one direction), and how best from a technical perspective of how to achieve this integration (developing requirements). We will then develop to these requirements, use cases/stories and design the necessary workflows that depict the transfer of data between systems. The workshop will typically result in the need to engage the target system vendor, either to procure items such as a database design/schema diagram up to and including engaging their assistance in designing and developing the integration itself. Some of this vendor interaction may have already been established for items such as CCTV, Pavement Management, etc. via a formal or informal business relationship with Cityworks. If it has not, our proposal will reflect the appropriate level of effort required in our estimation to achieving the necessary planning required to move to the next step, building the integration.

- **Build** – In the Build phase of our integration process we will develop sprints that are approximately 1 to 2 weeks in duration that iteratively reflect the use cases/stories and methodology developed during the previous Planning step. During these sprints our team will develop a *potentially deliverable component* of the integration. This may be something as basic as moving one data item back and forth successfully. Working within this accelerated timeframe, the team will be able to build only the most essential functionality. This methodology encourages the integration team (including client stakeholders) to prioritize the most essential features, focus on short-term goals, and gives our clients a tangible, empirically based view of progress. Because each integration may require multiple sprints, each iteration of work builds on the previous (incremental), often replacing/discarding some of the previous work as more is learned (iterative). During sprint execution the team develops code and automated tests simultaneously using techniques such as Test Driven Development (TDD), pair programming and continuous integration. Utilizing an Agile approach minimizes handoffs and phases as well as testing. Because the testing of the integration is integrated within our development methodology we need only provide formal testing in regards to an overall system and integration test within the development environment. Once the interfaces are developed, a testing plan will be executed. Upon successful completion of this User Acceptance Testing (UAT), the interfaces are ready for deployment. However, prior to the final production deployment, user training is performed for those impacted directly by the project.



- **Training** – Our team then works with the appropriate stakeholders to train them both at the end user level and also to train one or more stakeholders in how the integration was developed and the management requirements to keep the integration working correctly.
- **Production Deployment** – After the integration has been developed (and tested throughout the development) we move on to deploying the integration into your production environment.
- **Post Production System Review** – Once the integration is in production we will work as a team with our client stakeholders to verify that the integration was successful against the requirements defined during the Planning step. Any identified problems will be addressed and corrected.



The following JavaScript Object Notation (JSON) web services are available for the Cityworks platform:

Attachments	Entity	Preferences
Authentication	Equipment	Public Access
Bookmark	Equipment Cost	Reading
Case Asset	Event Layers	Recent Activity
Case Child Object	Fee Setup	Relates
Case Task Comments	General	Search
Case Task Results	GIS Search	Security
Crew	Holiday	Service Request
Condition	In Box	Storeroom
Codes	Inspection	Tasks
Contractor	Labor Cost	Types
Customer Call	Material	Work Order
Employee	Material Cost	Work Order Template

The following APIs are available for the Cityworks platform:

Citizen Engagement	Metrics	Work Order, Extended
Document Management	Service Request	
Inspections	Work Order, Basic	

A Software Development Kit (SDK) is also available to download and install. It contains some sample DLLS to use to make coding easier if developing in .NET. The JSON web services do not support Windows Authentication. A second site, running Forms Authentication, can be used for the web services if Windows Authentication also needs to run for the main Server site.

City Responsibility – Attend business license workflow meetings and review business license workflow diagram and application integration suggestions.

Deliverables – Business license Workflow Diagram and Application integration suggestions

Assumptions – City will provide a conference room appropriately sized for the number of participants and review all documentation in a timely manner.

Part #1, Phase 1, Task 9: Report Development

Perform and document business license reporting needs and determine how these reports can be provided. The goal of this task is to spend four (4) weeks configuring reports in support of the estimated ten (10) reports. An additional one (1) week will be used for additional print items that include items such as permit cards. These reports will be developed offsite in Crystal Reports. Cityworks Server PLL also supports the creation of SRS reports if the City so desires.

City Responsibility – City will review and comment on business license reports developed for this task.

Deliverables – Crystal or SRS reports in PLL

Assumptions – Reports will be developed in Crystal or SRS format.

Part #1, Phase 1, Task 10: Cityworks PLL Database Configuration

The configuration team will take the information gathered and documented and configure the Cityworks database for business licenses. This task will take place at Timmons Group’s office within our Cloud environment. The configuration of Cityworks will be based on the Cityworks Configuration Document and the SD&C Plan developed from the onsite workshops.

Services for this task will include, but are not limited to:

Users/Employees	Departments/Divisions
Case Templates	Case Types/Subtypes
Status Codes	Tasks/Workflows



Checklists	Case Data
Fee Setup	Violations Library
Conditions	Flags
Contractors	People

City Responsibility – City will continue to review and comment on Cityworks environment.

Deliverables – Updated Cityworks Configuration Document and SD&C Plan.

Assumptions – Cityworks configuration for business licenses will be implemented in Timmons Group cloud environment. Key City staff will have full access to this environment for training and review.

Part #1, Phase 1, Task 11: Configuration Review Meetings

The configuration team will conduct multiple (see schedule) in person and webinar review workshops of the Cityworks configuration to gather feedback from City departments. Review workshops will be held in 4 hour intervals and will cover the admin configuration, workflows, fees, and integrations for business licenses.

City Responsibility – Attend configuration review meetings.

Deliverables – Configuration meeting minutes and updated Cityworks Configuration Document and SD&C Plan.

Assumptions – City will ensure attendance by staff and provide review comments in a timely manner.

Part #1, Phase 1, Task 12: Migrate the Cityworks PLL Environment

Our configuration team will work with City IT staff to configure the Cityworks PLL software for business licenses at the City’s facilities and migrate the Cityworks configuration from the Timmons Group cloud (test) environment. Our configuration team will work directly with the City’s Project Manager to verify that all core system components (servers, clients, RDBMS, networking devices, and supporting software programs) are installed and appropriately configured. Our configuration staff will be onsite to facilitate Cityworks software installation, set-up, and configuration.

City Responsibility – Software and hardware for Cityworks installation and configuration. Software should already be setup from prior AMS project so task will be on running scripts for PLL configuration.

Deliverables – Cityworks configuration files for business licenses migrated from the Timmons Group cloud (test) environment.

Assumptions – City IT will ensure that software, hardware, and network connectivity meets Cityworks implementation specifications and specified in the Core System Design Plan. City IT staff will be available to assist our configuration team during Cityworks installation.

Part #1, Phase 1, Task 13: Develop Testing and Acceptance Plan

The configuration team will work with City to develop and administer a Testing and Acceptance Plan for business licenses. Testing and Acceptance Plan objectives shall remain consistent with the application functionality detailed in the System Design and Configuration Plan (consisting of the workflows laid out during the configuration workshops). The Testing and Acceptance Plan shall address, in sufficient detail (as collectively deemed by City and the configuration team) the elements required to support the City’s testing of the Cityworks software functionality and database configuration, security matrix, documentation of application performance issues/errors experienced during the testing, documentation of the resolutions to noted issues/errors, and certification and acceptance of the final deliverable database configuration and software functionality. Additionally the testing would also include the movement of data and workflows between Cityworks Server AMS and PLL as laid out in the configuration workshops.

The test server and final production server environments will be measured against the results of the testing performed in accordance with this Testing and Acceptance Plan, and it is the baseline to which the scoped projects tasks will adhere. The Testing and Acceptance Plan shall be subject to the review and acceptance as to its reasonableness for its intended effort, which is defined herein as the ability to support the logical and thorough testing of the Cityworks application functionality, platform stability, and database configurations.



Upon completion of development of the Testing and Acceptance Plan, the Team shall submit said plan to the City for review and approval. It is important for City staff review the draft plan for technical accuracy and completeness. Our configuration team will update the Draft Testing and Acceptance Plan, incorporating the City's comments and re-submit said plan as Final.

City Responsibility – Assist in development and review of the Testing and Acceptance Plan

Deliverables – Testing and Acceptance Plan drafts and final.

Assumptions – City will review all documentation in a timely manner.

Part #1, Phase 1, Task 14: Acceptance Testing

Prior to Go-live there will be a thirty (30) day acceptance testing period. During this period the City will test the Cityworks implementation for business licenses against the SD&C documentation and identify issues and opportunities and submit to the Timmons Group project management site. The Testing and Acceptance Plan will frame and guide the City through the testing process. Desired changes or modifications to the system functionality that fall outside of the SD&C plan will not be addressed at this time.

City Responsibility – City Project Manager will work with staff to implement the Testing and Acceptance Plan.

Deliverables – Testing Plan, results, and modifications.

Assumptions – City will be prepared to work through the Testing and Acceptance Plan and complete within a thirty (30) day period.

Part #1, Phase 1, Task 15: Final Product Configuration

Our implementation team will conduct the final product configuration for business licenses based on the System Design and Configuration Plan and Testing and results of the acceptance testing. Our configuration team will provide documentation for the key aspects of this project and Cityworks components. Proposed documentation is summarized below:

Cityworks Configuration Document – Early on our configuration team with the City's input developed a Cityworks Configuration document that is maintained through the life of the project

Project Management Plan – Our Team developed and maintained a project plan that included the scope of project services (and any changes), budget, schedule, risk management and communication approach.

Cityworks® Server PLL Software – Azteca provides standard documentation for the latest product release. Separate documentation is provided for system administration and end users.

System Design and Configuration (SD&C) Plan – Timmons Group will provide a copy of the plan resulting from the review, analysis and documentation of the organization and its current workflows, data sets, IT system and applications, system interface needs, output requirements, and public access and service request needs.

Training Materials – Timmons Group will provide a copy of the training plan and all training documents used during casual user, routine user, heavy user, ad-hoc reporting, management, and system administrator training. Timmons Group will also provide a User Guide for public portal users.

Testing and Acceptance Plan – Timmons Group will prepare and deliver a copy of the test plan and test results report to be used for system certification and acceptance by the City.

City Responsibility – Acceptance of documentation.

Deliverables – All project documentation developed to date.

Assumptions – City will receive all documentation in digital format.



Part #1, Phase 1, Task 16: Go-live and Project Close-out

Having successfully completed all system upgrades, testing/acceptance procedures, production environment initialization, and Go-live preparation tasks specified above for business licenses, the system is deemed prepared for Go-live. At such time that end-user access has been configured/re-directed to the newly initialized production environment, the system is deemed to be in "Live" status. The City of Escondido Cityworks users will now be executing business licenses tasks in a live configured Cityworks production environment. After five (5) days of initialization of the Production Environment, the City shall generate a certificate signifying the Cityworks application functionality and database configuration for business licenses is operational in a "Live" production capacity. The City Project Manager shall sign said "Go-live Certificate" and submit it to Timmons Group.

City Responsibility – Provide configuration team with a certificate of "Live" production capacity.

Deliverables – Last minute configuration and document modifications. Three days (24 hours) of on-site Go Live support.

Assumptions – Work through the Timmons Group Help Desk to resolve and issues.

Part #1, Phase 1, Task 17: Knowledge Transfer/Onsite Training

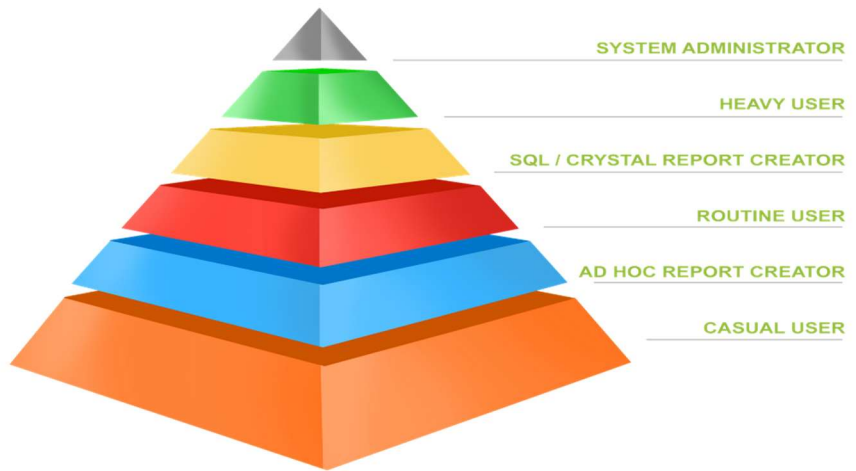
Knowledge transfer of ongoing administration and operational support: During each onsite meeting (kickoff, workshops, configuration review, etc.) our configuration team consistently exposes City staff to Cityworks PLL that includes the Inbox, Case Data, and Case Workflows within the software. This does not replace but augments the training performed after final configuration. Onsite training will consist of two (2) one week blocks of training that includes both Administration and User training specific the departments involved with this project.

Our configuration team, in conjunction with the City's Project Manager and key stake holders, will devise a training plan specific to business licenses as well as your environment and data. A pro-active training plan will ensure that City staff are equipped to undertake the system utilization and maintenance tasks immediately upon receipt of the system.

The training plan will include:

- Product training curriculum descriptions
- Listing of Instructors
- Training Materials
- Schedule

It is assumed that the City will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers and Windows.



City Responsibility – City Project

Manager will assist our configuration team in the creation of a comprehensive training plan that meets the City's needs with minimal disruption of daily operations.

Deliverables – Training Plan and Training Documentation.

Assumptions – City will provide a conference or training room appropriately sized for the number of participants. The City will ensure attendance by identified staff. All City staff attending training should have basic functional knowledge of computers and the windows operating system.



Training Module	Course Description	Duration	User Group Level	Course Prerequisites
Introduction to Cityworks	Cityworks® Introduction. Course is designed to give an overview of Cityworks functionality from an end user’s point of view. Users will learn basic operations within ArcMap, the Cityworks toolbar and functions, along with the creation of Service Requests and Event Layers.	Ongoing during Workshops and Configuration Reviews	Casual Group Users	N/A
Cityworks Report Creating and Writing	Cityworks® Reporting with SQL. Expose students to the Cityworks Report Engine to produce concise summary reports including Ad Hoc Reports, Predefined Reports, and Budget Reports. Cover SQL Reports basics; becoming familiar with the tool bars and basic functionality. Students will work hands-on to create basic SQL reports.	4 hours each class	Ad Hoc Report Creator and SQL Report Writer	N/A
Permits	Cityworks® Permitting The course will cover user management, permit/case/license template configuration, workflow setup, fee configuration, custom case data fields, and basic reporting using Crystal Reports. Throughout the course, training staff will share example workflows and data from existing clients, as well as best business practices in Cityworks PLL configuration.	8 hours each class	Routine and Heavy Users	Intro to Cityworks
Designer and System Administration	Cityworks® Designer and System Administration Covers system and database administration issues such as software installation, user accounts, security, code table creation, work order and service request templates and resource (labor, material, equipment) hierarchies, table creation, and permits. Includes a review for GIS personnel as well; covers items needed to successfully manage the setup and maintenance of the GIS for Cityworks® use.	8 hours each class	System Administrators	ArcGIS & Intro to Cityworks

Part #1, Phase 1, Task 18: Post Go-live Support

Once the business license system has been rolled out and is being used, our configuration team will provide forty (40) hours of ad-hoc support to address any configuration, implementation, software installation or enterprise integration matters that may arise. For example, these might include the redesign of printout forms or changes in the content of the work management portion of the Cityworks database. The City will have one (1) year after Go-live to utilize the remote support.

PHASE 2: IMPLEMENTATION PLAN – CITYWORKS PLL, REMAINING DEPARTMENTS

The Timmons Group Team will work with the City, as necessary, to implement the remaining departments and workflows within Cityworks Server PLL, within the Timmons Group Public Facing Portal for Cityworks PLL; implement Hyland OnBase Electronic Plan Review and the associated workflows, work with the City for the data migration of the legacy TRAKit data and develop reports within Cityworks Server PLL as necessary; and implement Hyland OnBase Document Management within other business units and/or for other workflows as necessary. The scope of professional services required for Phase 2 by the Timmons Group Team will be defined upon the conclusion of Phase 1. The scope of services will follow the methodology as outlined within Phase 1. The scope responsibilities and deliverables will be determined in a post Phase 1 meeting as to the defined roles of “City-led” vs. “contractor-led” implementation responsibility tasks.

Part #1, Phase 2, Task: Data Conversion





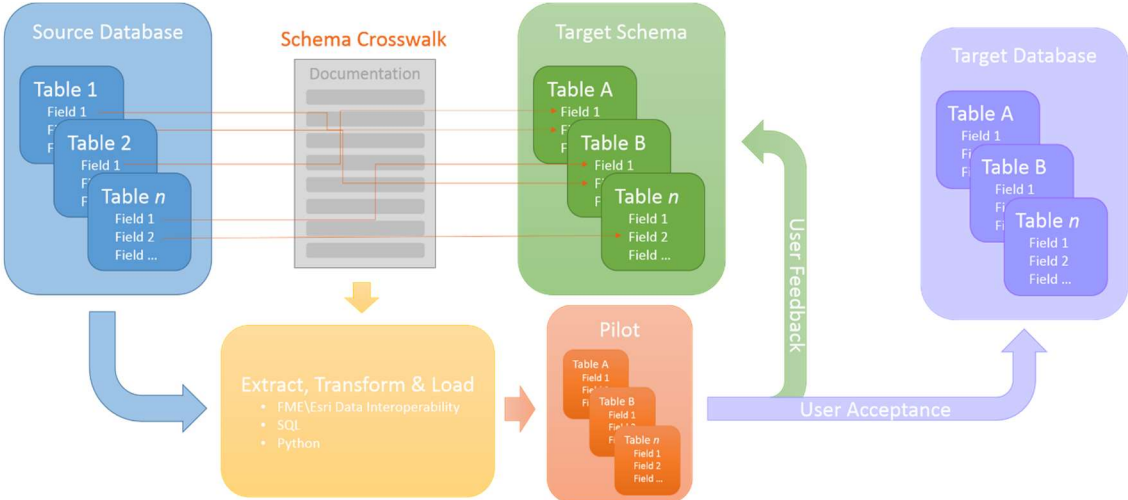
Data import from the existing TRAKIT permits database. One of the key objectives typical of our clients is to consolidate multiple disparate systems into a more enterprise oriented approach to work with your existing asset management solution and Cityworks PLL. Inherent to that process is establishing a strategy to deal with the data that is being managed in what will become legacy systems. This section specifically addresses the datasets and systems that are slated for conversion into the proposed Cityworks solution.

Approach

Typical legacy datasets and systems targeted for conversion span multiple software vendors, database schemas, database versions and even database formats, which implies that each will be handled in a unique way. While this is true in many ways, the fundamental approach to successfully migrating data from one system to the other is, in fact, the same.

Coordination

As is evident by this proposal, the migration effort is just one facet of the system implementation and cannot be undertaken independently. The foundation of the proposed Cityworks solution needs to be in place in order for the data migration to be performed, but even then the conversion may drive specific configuration items and changes. Coordination and communication between the project team members will be an ongoing element of the conversion process that starts with project kickoff and terminates with a successful migration of all data into the production environment.



Orientation Workshop

The conversion process of each legacy system will include a workshop wherein the proposed project team will meet with appropriate client staff to review the specific implementations. The discussions will allow the project team to gain an understanding of how the applications are being used, what data has been recorded. At the same time, details associated with the data required as part of the conversion process will be reviewed, documented and approved. During the workshops, the project team will also initiate the process of gaining access to the underlying database and will work with client staff to gather any available documentation (i.e., system specifications, entity relationship diagrams, etc.) specific to the software and specific versions being reviewed. This information will help to streamline the subsequent navigation and interpretation that will be necessary to perform the migration.

Database Schema Crosswalk

Perhaps the most critical task in a data conversion effort is performing a crosswalk of the source and target schemas to identify and document how various objects between the two systems are related, resulting in a documented “data map” that will guide the migration process.

While some of the source systems are well known commercial software packages, the software companies do not typically make database diagrams and workflows publicly available. Data structure even within commercial systems can vary across versions and, more importantly, each implementation can be setup differently based on workflow or data requirements. More data and custom solutions may have an even wider range or completely unknown schema. As such, the discussions and documentation resulting from the workshops will be critical to the completion of a highly detailed system crosswalk. Throughout the process, additional client input or clarification may be solicited as needed and is vital to ensuring that the resulting data mapping will reflect an accurate foundation for all subsequent activities.

Translation Scripting



Following the schema crosswalks, the project team will develop a series of processes to facilitate the actual migration of the source system data into Cityworks. Depending on the complexity and volume of the source data, the process may be a mix of manual and a scripted solution, but will be established in a manner to ensure repeatability. The scripted solutions will be tailored to each specific data conversion effort and may range from native SQL Server scripts to third party migration tools, but will ultimately follow a pattern referred to as extract, transform and load (ETL). The ETL approach is common within the GIS industry, but applies much more generically to moving data between systems. The ETL process will be designed as a one-time process that will result in data migrated into a development Cityworks database.

NOTE: (1) The project team will be performing a data translation, but will not perform any data generation as part of this process. (2) While the scripts are being developed and data is being translated into development, City departments can use the source systems as always. At the time the data is ready for production conversion, the source systems will need to be taken offline or transitioned into a read only state.

Pilot Execution

As the scripts are developed they will need, to be tested through a pilot process by the project team. The exact nature and magnitude of the pilot effort will be driven by the volume and quality of the data. The pilot may represent a subset of data based on a defined time range or a specific work activity type (defined through a coordinated effort), but the pilot is ultimately intended to play a central role in validating the processes and scripts.

Although the details underlying each conversion may vary substantially, automation is assumed based on the volume. As part of the pilot, the project team analyzes and evaluates the output to identify potential anomalies that are not sufficiently systematic to be detected or trapped by the scripts. The approach to addressing those anomalies will be documented and discussed with the client.

Validation & Quality Control

With the conversion process completed against a subset of the data, the project team will perform a series of validation and quality control processes to verify a successful migration. This task will largely focus on back-end analytics that compare data in both the source and target systems, but will also consist of front-end testing prior to release to the client for testing. Results from this quality control process will be documented and shared with the project team.

Acceptance Testing

In contrast with the validation and quality control phase, which is based on a review by the project team, the acceptance testing phase offers client staff the opportunity to review the data within the context of the proposed Cityworks system in contrast with the information contained in the source systems. The acceptance testing places more emphasis on the front-end testing, wherein users will interact with, interrogate and visualize data through the Cityworks interface. Feedback will be incorporated into a revision process that will guide modifications to the scripts and processes that initially drove the conversion.

Upon completion of the testing process and acceptance by the client, the project team will prepare for the production conversion, which will coincide with the release of the proposed system and the retirement of the legacy solutions.

Production Conversion

The production conversion effort will encompass the migration of the full data sets from each of the source systems into Cityworks. The processes established through the crosswalk and encapsulated in the refined translation scripts will be executed as part of the production release management process. The conversion team will coordinate with the client to transition the source systems into a static state to ensure that no further data entry occurs that could result in data loss. The automated aspects of the conversion will be applied followed by any documented manual processes that are required to address data anomalies.

The production conversion will wrap-up with a coordinated, but truncated, validation sufficient to verify a successful data migration. Based on the preceding step-wise approach with multiple points of quality control and an ongoing feedback loop, the final conversion process is anticipated to adhere to the expectations of the project team and the client and will result in a more consolidated system with centralized access to a wealth of historic information.



PART #2 – TIMMONS GROUP PUBLIC FACING PLL PORTAL IMPLEMENTATION

Part #2: Purpose and Objectives

This scope of work (SOW) details the development and implementation of the Timmons Group PLL Public Facing PLL Portal for Cityworks Server® PLL for the City of Escondido.

Phase 2: Development:

The table below lists a schedule of tasks for the deployment of the Timmons Group Public Facing PLL Portal.

Task	Responsibility
Final Review and Revision of Project Plan	Timmons Group/City
Deploy OOTB Portal to Test Environment	Timmons Group
Request User Interface Changes	City
Configure contractors in Cityworks for online access	Timmons Group /City
Complete configuration and integration of the Portal	Timmons Group
WebEx Training on Portal	Timmons Group
Deliver Public Portal User Guide	Timmons Group
Complete Testing	Timmons Group /City
Deploy Portal to Production	Timmons Group
System Stabilization	Timmons Group /City
Complete triage of testing feedback items	Timmons Group
Final System Acceptance	City
Transition to Vendor Support and As-Needed Timmons Group Support	Timmons Group /City

Part #2: Develop and Deploy Deliverables

Part #2, Task 1: Final Review and Revision of Project Plan

The City and Timmons Group will review all the contents of this document within the context of the project kick-off detailed under Part #1. All details, timeframes, and responsibilities outlined within this document must be finalized and agreed upon first before proceeding any further with the project.

Part #2, Task 2: Deploy Out of the Box (OOTB) Portal to Test Environment

Timmons Group will deploy the out-of-the-box Portal to the City’s test environment.

Part #2, Task 3: Request User Interface Changes

The City will request user interface changes to the Portal. Timmons Group will review requests with the City and make updates to the Portal that do not deviate from functionality identified in Appendix A. Timmons Group will make a maximum of 40 hours of interface customizations for the City.

Part #2, Task 4: Configure Contractors in Cityworks for online access

Timmons Group will ensure that contractors are pre-configured for access on the portal before Go-Live.

Part #2, Task 5: Complete Configuration of the Portal

Timmons Group will finalize configuration of the Portal

Part #2, Task 6: WebEx Training on Portal

Timmons Group will conduct a Portal training over WebEx for City staff.

Part #2, Task 7: Deliver Public Portal User Guide (Educational Material)



Timmons Group will deliver a Portal User Guide.

Part #2, Task 8: Complete Testing

City and Timmons Group will complete testing of the Portal in preparation for Go-Live.

Part #2, Task 9: Deploy Portal to Production

Timmons Group will deploy the Portal to Production for Go-Live.

Part #2, Task 10: System Stabilization

Time should be allowed for the system to stabilize. This means that the Portal is complete in production and no additional changes are needed prior to Go-Live.

Part #2, Task 11: Complete triage of testing feedback items

Last minute tweaks are addressed by Timmons Group before go-live. Tweaks should only fix items broken that are deemed critical for go-live. Significant requests will be delayed until post go-live and may result in a change order.

Part #2, Task 12: Develop a General Public Awareness Plan & Marketing Campaign

Timmons Group will work with appropriate City stakeholders to help develop a general public awareness plan and a marketing campaign..

Part #2: Go-Live Cutover

Part #2, Task 13: Go-Live

Part #2, Task 14: Final System Acceptance

City will formally sign-off and accept the Portal. At that time, the portal is ready for go-live.

Part #2, Task 15: Transition to Vendor Support and As-Needed Timmons Group Support

Once Go-Live is complete, support will be handled by Timmons Group when identified by City (Appendix B). In some instances, support may be needed from Cityworks. Cityworks support is included in the City's licensing agreement with Cityworks.

Part # 2: Risks

The Portal is a dynamic web application that relies on many processes that are impacted by any number of variables. Timmons Group takes all efforts to eliminate risks:

1. Web Security
2. End User computer performance

Part #2: Assumptions

Timmons Group assumes the following items throughout the development and implementation of the Portal.

1. The City has the necessary IT infrastructure to support the Portal.
2. The City has created an environment that is publicly accessible.
3. The City will maintain the environmental requirements necessary for the operation of the Portal.
4. The City will adequately test the Portal in a timely manner.
5. The City will train and engage with public citizens on the use and functionality of the Portal.
6. The City will engage in a support and maintenance contract with Timmons Group.
7. Any functionality requested that is not listed in Appendix A will be billed at a flat \$140.00 per hour.
8. Maintenance and Support does not include development of new functionality for the Portal.

Part #2: Dependencies

The success of the Portal is dependent on the following:

1. The City must have an active Cityworks license. The Portal relies on APIs licensed by Cityworks. The City will need to purchase these APIs, including the PLL Public Access API, in order to use the Portal. The license fee for the PLL



Public Access API costs \$9,500 annually. This cost needs to be considered as you may not be currently licensed for the PLL Public Access API through Cityworks.

2. The City must have and maintain GIS services to be used with the Portal.

Part #2: Exclusions

The following are excluded from Timmons Group’s scope of work:

1. Security related to other systems outside the Portal.
2. Consequential damages arising from the Portal implementation.
3. Responsibility for negligent acts by any parties outside of the control of Timmons Group.

Part #2: Constraints

The following constraints may impede the Portal implementation:

2. Timmons Group did not develop the Cityworks APIs. Any bug found in the Cityworks API may delay development or impact functionality.

Timmons Group did not develop Cityworks PLL. Any bug found in Cityworks PLL may delay development or impact functionality.

Part #2: Schedule and Assumptions

The schedule for implementation is approximately three (3) months from the time the Cityworks PLL Implementation (Part #1) has reached Task 16, Final Configuration. Development of the Portal should not occur until the configuration of PLL is nearing completion.

Part #2: Appendix A – TG PLL Portal Core Functionality

ID	Functionality	Functionality Definition
1	Account Creation, login and existing account check	The user can login to the Portal with a username and password. If the user does not have a username or password, they can create a new account. Guest Access does not require login credentials but limits functionality within the Portal.
2	Account Modification	The user can modify account information: email, address, phone number, security question, security answer.
3	View Permit Information	The user can view permit information: location, people, tasks, inspection requests, fees, and payments.
4	Schedule Inspection Request	The user can schedule inspection request on inspections where they are the contact, are in an open milestone and available.
5	Apply for a Permit	<p>The user can apply for a permit through the Portal. The user is given the option to apply for a child or standalone permit. A child permit will require a parent permit number to link. The user will be given the opportunity to submit the following information:</p> <ul style="list-style-type: none"> • Case Type • Location • People/Contacts • Contractors • Case Data • Attachments
6	View Job Summary	A crystal report defined by Client.





7	Permit Payment	The user will be given the option to pay permit fees with Paypal.
8	Permit Application and payment receipt printing	The user will be given the option to print the application/permit information. The user will be given the option to print a receipt after payment.
9	Required Fields	The user will be required to submit any case data items that are required within the configuration of Cityworks PLL.
10	Print Reports	The user will be given the option to print 2 custom reports identified by the City.
11	Review Open/Incomplete	The user can view open permits where they are a contact. The user can view incomplete applications that they have started in the Portal but not yet configured.
12	Guest User Access	The user can access the portal as a Guest requiring no login credentials. Portal functionality is limited.
13	Disclaimer	The user will be shown a disclaimer and are required to accept the disclaimer before they may submit a permit.
14	search	The user can search for permit information by Permit Number, Name of people, contractor license number, Permit location or permit type.

Part #2: Appendix B – Support and Maintenance

This is a Support Agreement (the “Application Support Agreement”) dated xx/xx/2018 by and between **Timmons Group**, a Virginia corporation having its principal place of business at **1001 Boulders Parkway, Suite 300, Richmond, Virginia 23225** (“TIMMONS”) and **City of Escondido, CA CITY**) with an address of **201 N. Broadway, Escondido, CA 92025**.

This software support agreement is for the following software, (the “Software”) in this agreement:

Timmons Group PLL Public Portal for Cityworks PLL

The City of Escondido, UT would receive annual support for the maintenance of Timmons Group PLL Public Portal for Cityworks PLL.

Support duration is for one (1) year/s.

The following are the terms and conditions under which CONSULTANT provides Maintenance and Support (the “Support”) for the Software indicated above.

Support

Hours of Support Availability. Payment of the standard Support Charges (as defined in Section 5) entitles CITY to Support during the Principal Period of Maintenance (“PPM”). The PPM is an ten hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by TIMMONS. All Support subsequently added shall have the same PPM.

Scope of Support. Support includes the response to and resolution of CITY-encountered problems with the Software as reported to TIMMONS by CITY. Resolution of CITY-encountered problems shall consist of (1) support provided through electronic support; (2) correction of any defect in the Software program that materially and adversely affects the use of the Software; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release. TIMMONS will use commercially reasonable efforts to respond to CITY requests according to the priority level of the request described in the Customer Support Order Form. TIMMONS GROUP will resolve the CITY’S request as described in the Customer Support Order Form. Support also includes the use of upgrade Software releases, as deemed appropriate by TIMMONS. Any rendering of supplemental maintenance Support by TIMMONS, including extended coverage, support, workarounds, or fixes that exceed the allotted monthly limit of hours, and upgrade of Software releases and consulting will be performed at TIMMONS’ discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CITY at current prices and terms then in effect. The CITY will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.

Support Limitations. Any Support is dependent upon the use by CITY of unmodified Software (except as authorized by TIMMONS pursuant to a Professional Services Agreement) operated in accordance with TIMMONS’ documentation.





CUSTOMER's Responsibilities.

CITY is responsible for performing data and software back-ups in accordance with published documentation.

CITY shall notify TIMMONS of any CITY failure and shall allow TIMMONS reasonable access to the Software for performing Support. CITY must provide TIMMONS with secure access to the Software to perform remote support.

CITY will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the TIMMONS tools and applications purchased by the CITY. Support requests must be placed to TIMMONS by an Authorized CITY contact.

CITY will contact TIMMONS through the Timmons GIS Support Portal.

Limit of Liability. TIMMONS will not be responsible to CITY for loss of use of the Software or data or for any other liabilities arising from the use, alterations, additions, adjustments or repairs which are made to the Software by third parties other than authorized representatives of TIMMONS, or at the direction of CITY.

Term and Applicability to Other Agreements. The initial term of this Agreement shall commence 5/30/2018 and shall continue for one (1) year. Thereafter, unless CITY notifies TIMMONS in writing at least sixty (60) days in advance of each scheduled expiration date that CITY elects not to renew, this Agreement shall automatically renew for a period of twelve months. TIMMONS reserves the right to terminate this Software Support Agreement upon written notice to CITY if any such alteration, addition, adjustment or repair adversely affects TIMMONS' ability to render Support to the Software.

Support Fees

Definition. "Support Fees" are the total annual charges for the Support Program set forth on the Order Form. After the initial term and upon forty-five (45) days written notice, TIMMONS may change its Support Charges then in effect. If the Support Charges are increased, CITY may terminate Support as of the effective date of such increase, upon thirty (30) days written notice to TIMMONS. If CITY does not terminate Support as provided for herein, the new Support Charge shall become effective on the date specified in the notice.

Fees. CUSTOMER agrees to pay those fees specified herein.

The fee of eleven thousand and two hundred dollars per year for eighty (80) hours of support at a billing rate of \$140 per hour. If onsite support is required then travel and lodging costs will be charged separately. The fee of eleven thousand and two hundred dollars per year for a one (1) year period; consisting of 80 hours of support hours per year at an hourly rate of \$140 per hour. If onsite support is required, travel will be billed at cost.

Invoices. Support Charges will be invoiced as used. CITY shall pay all invoices in full within thirty (30) days of receipt of the invoice. All amounts payable under this Software Support Agreement shall be paid in United States Dollars.

Default. CITY will be in default if amounts due within forty-five (45) days after receipt of invoice have not been paid or CITY fails to perform any of its obligations hereunder. CITY'S default will constitute sufficient cause for TIMMONS to suspend or terminate Support under this Software Support Agreement.

Limited Warranty. The support obligations set forth in this software support agreement are in lieu of all warranties, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose. Support provided under this software support agreement does not assure the uninterrupted operation of the software. This software support agreement does not extend or replace the software warranty as defined in the software development agreement.

Sole and Exclusive Remedy. In the event that TIMMONS is unable after reasonable efforts to provide a correction or workaround, CITY may terminate this agreement.

By executing this agreement, Customer acknowledges that it has reviewed the terms and conditions listed above agrees to be legally bound by each such agreement.

Customer, by its signature, acknowledges that this agreement contains certain limitations of liability and certain warranty disclaimers.



Timmons Group

By _____
(Type or print name)

(Signature)

Title _____

Date _____

City of Escondido

By _____
(Type or print name)

(Signature)

Title _____

Date _____



PART #3 – PURCHASE OF HYLAND ONBASE SOFTWARE LICENSING

Server and Client Requirements

Application Server:

Operating Systems Supported
Windows Server 2008 R2 SP1 (or later Service Pack)
Windows Server 2012 R2
Windows Server 2016

Resource Requirements:

CPU: Intel® XEON™ processor with multiple cores or processors
RAM: 12 GB
Hard Disk Space: 2 GB or greater (Available space should be at least twice the size of the largest file users may upload)
NIC: Gigabit Ethernet or higher
Web Browser: Microsoft Internet Explorer 11.0
IIS: Microsoft Internet Information Server 7.5, 8.0, 8.5, or 10.0

Web Server resource are the same as the Application Server with the exception of minimum 8 GB of RAM.

Database Server Versions as of OnBase v17 SP2:

Microsoft SQL Server™ 2008 (RTM, SP1, SP2; SP2 recommended)
Microsoft SQL Server 2008 R2 (RTM, SP1; SP1 recommended)
Microsoft SQL Server 2012, 2014, 2016, or 2017

Client Hardware Requirements:

Windows Server 2008 R2 SP1 (or later Service Pack)
Windows Server 2012 R2
Windows Server 2016

Resource Requirements:

CPU: 2.4 GHz dual-core
RAM: 4 GB
Hard Disk Space: 500 MB
Screen Resolution: 1280 x 1024 (1440 x 900 wide screen)
Note: Using a lower resolution may result in a loss of functionality.

Scan Stations requirements match Client Hardware with the exception of minimum 6 GB of RAM and TWAIN, ISIS or Kofax compatible scan device and appropriate drivers.

Hardware Requirements Guide

OnBase 17.0 Hardware Requirements

Software and Hardware Requirements

NOTE: The following recommendations are for OnBase 17.

Databases Supported

MICROSOFT SQL
SERVER™:

- 2008 (RTM, SP1, SP2; SP2 is recommended)
- 2008 R2 (RTM, SP1; SP1 is recommended)
- 2012
- 2014

	<ul style="list-style-type: none"> • 2016 <p>(Note: Your SQL Server database client software version must match or exceed the database server version. Running a previous client version (i.e. SQL Server 2008, will result in system instability and memory issues.)</p>
ORACLE	<ul style="list-style-type: none"> • All 11g: drivers can be used. • All 12c drivers can be used. <p>(Note: It is strongly recommended that you have a certified Oracle DBA on staff.)</p>

Due to critical issues that have been reported to Hyland Software, we strongly recommend that:

- Your database client software version matches or exceeds the database server version.
- You are running the most recent version of the database client.

Unicode Database Support

OnBase provides optional Unicode support for multiple code pages in the same database.

Operating Systems Supported

Desktop

Operation System	OnBase Client	Web/ Application Server	Web Client	Unity Client
WINDOWS SERVER 2008 R2 SP1 (OR LATER SP)	X	X	X	X
WINDOWS 7 SP1 (OR LATER SP)	X	N/A	X	X
WINDOWS 8.1	X	N/A	X	X
WINDOWS SERVER 2012 R2	X	X	X	X
WINDOWS 10	X	N/A	X	X
WINDOWS SERVER 2016	X	X	X	X
APPLE MAC OS X (VERSION 10.6 OR LATER)	N/A	N/A	X	N/A

OnBase Client supported operating systems require both:

- Microsoft .NET Framework 4.6 or later
- Microsoft Visual C++ 2015 Redistributable Package (x86)



Mobile

ANDROID SUPPORT	<ul style="list-style-type: none"> • Android OS 2.2 or greater to use OnBase Mobile Access for Android. • Android tablet is optimized for use on Android OS 3.0 or greater.
iOS SUPPORT	<ul style="list-style-type: none"> • As of the initial release of OnBase 17, OnBase Mobile Access and Mobile Healthcare applications are supported on iOS versions 9.3.5 and 10.2.1. • After the initial OnBase release, OnBase Mobile applications will continue to be supported on up to two of the latest major versions of iOS.
WINDOWS SUPPORT	Windows 8.1 or greater to use Mobile Access for Windows.
WINDOWS PHONE SUPPORT	Windows Phone OS 8 or 8.1 to use Mobile Access for Windows Phone.*

Client Hardware Requirements

1B Client Retrieval Workstation

CPU	2 GHz or faster
MEMORY (RAM)	2 GB
FREE HARD DISK SPACE	2 GB or greater
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
OCR Processing	
CPU	2 GHz or faster
MEMORY (RAM)	8 GB or greater (Additional RAM may be needed if working with grayscale or color images.)
FREE HARD DISK SPACE	2 GB or greater
CD/DVD/Blu-ray Authoring	
CPU	2 GHz or faster
MEMORY (RAM)	2 GB or greater
FREE HARD DISK SPACE (MINIMUM)	<ul style="list-style-type: none"> • CD Authoring: 3 GB • DVD Authoring: 8 GB • Blu-ray Authoring: 27 GB (If exporting or publishing, add an additional 1 GB to the appropriate value above for the Export directory structure.)
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
Client Scanning	
CPU	2 GHz or faster
MEMORY (RAM)	2 GB or greater
FREE HARD DISK SPACE	2 GB or greater
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
SCANNER (MINIMUM)	TWAIN compliant

Web/Application Server & Core Services Requirements

Server Hardware and Browser Requirements

Web and Application Servers must be dedicated purpose servers; not used as a domain controller, DNS server, non-OnBase Web server, email server, print/database/file server, index server, proxy server, network backup server, jukebox manager, network performance monitor, OnBase Client processing workstation, or Workflow/API OnBase Client broker. Network and disk I/O hardware should be optimized for performance and redundancy. Two network ports can reduce server bottlenecks by using a segmented network for external and internal requests, where external requests are sent to





the Web clients and internal requests are sent to the file and database servers. A Gigabit Ethernet connection to the file server and minimal latency connection to the database server are recommended.

32-Bit Web and Application Servers Only

CPU	Intel® Xeon™ processor with multiple cores or processors
MEMORY (RAM)	8 GB
FREE HARD DISK SPACE	2 GB or greater (Available disk space should be at least twice the size of the largest file users may upload)
NETWORK CARD	Gigabit Ethernet or higher
WEB BROWSERS (MINIMUM)	Microsoft Internet Explorer 11.0 (Note: Ensure all Windows Server updates are applied)
MICROSOFT INTERNET INFORMATION SERVER (IIS)	Microsoft IIS 7.5, 8.0, 8.5, or 10.0
SERVER .NET/XML /RUNTIME LIBRARIES	Microsoft .NET Framework 4.6 (this can be obtained from the Microsoft Download Center at http://www.microsoft.com/downloads) All of the following Redistributable Packages are required: <ul style="list-style-type: none"> • Microsoft Visual C++ 2008 (x86) • Microsoft Visual C++ 2010 (x86) • Microsoft Visual C++ 2013 (x86) (Note: To ensure that the appropriate MSXML updates are applied, the latest Windows updates must be installed.)

64-Bit Application Server Hardware and Browser Requirements

CPU	Intel® Xeon™ processor with multiple cores or processors
MEMORY (RAM)	12 GB
FREE HARD DISK SPACE	2 GB or greater (Available disk space should be at least twice the size of the largest file users may upload.)
NETWORK CARD	Gigabit Ethernet or higher
WEB BROWSER	Microsoft Internet Explorer 11.0 (Note: Ensure all Windows Server updates are applied.)
MICROSOFT INTERNET INFORMATION SERVER (IIS)	Microsoft IIS 7.5, 8.0, 8.5, 10.0

Web Client Hardware and Browser Requirements

CPU (MINIMUM)	1 GHz
SYSTEM MEMORY	2 GB or greater
FREE HARD DISK SPACE (MINIMUM)	200 MB
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
WEB BROWSER	Active X Web Client: <ul style="list-style-type: none"> • Internet Explorer 11.0 HTML Web Client (Macintosh OS): <ul style="list-style-type: none"> • Chrome 57 or greater • Firefox® 52 or greater / • Firefox® 52 Extended Support Release (ESR) or greater.



	<ul style="list-style-type: none"> Safari 9.1.0, 10.0.0 or 10.1.0 * HTML Web Client (Windows OS): <ul style="list-style-type: none"> Chrome 57 or greater EdgeHTML 14 (limited support)** Firefox® 52 or greater / Firefox® 52 ESR or greater. Internet Explorer 11.0
EMAIL PLATFORM	MAPI 1.1 Compliant Email Client connection and supporting Active Messaging DLLs

Notes:

- *The Web Client is not supported in Safari’s full screen mode nor in Safari Reader.
- **The HTML Web Client is supported in limited contexts on Microsoft Edge HTML 14 and greater. In this limited support mode, standard client functionality (e.g., Retrieval, Custom Queries, New Form, Document Import) and dialogs (e.g., Keywords, Re-index, History, Properties) are accessible. Unity Client Hardware and Browser Requirements

CPU	2.4 GHz dual-core
SYSTEM MEMORY	4 GB
FREE HARD DISK SPACE (MINIMUM)	500 MB
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
GRAPHICS CARD	256 MB with hardware acceleration support
WEB BROWSER	As long as a supported operating system is being used there are no further web browser requirements.

EMAIL PLATFORM	<ul style="list-style-type: none"> Lotus Notes 8.5x IBM Notes 9.0x Microsoft Outlook 2007, 2010, 2013 or 2016 Novell GroupWise 2012 or 2014 <p>(Note: When sending messages with Novell GroupWise, Plain Text is the only format available.)</p>
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MEDIA PLAYER	Windows Media Player 10
Unity Client Scanning Workstation	
CPU	2.4 GHz dual-core
MEMORY (RAM)	6 GB
FREE HARD DISK SPACE	2 GB or greater
SCREEN RESOLUTION	1280 x 1024 (1440 x 900 widescreen)
SCANNER	TWAIN compliant

Virtual Environments

Hyland Software develops, tests, and supports the OnBase suite of products on specific Operating Systems, not specific hardware configurations. When OnBase is operated in a virtual environment (such as Citrix, VMware, Hyper-V, or Windows Remote Desktop) there may be limitations or subtle differences imposed by the environment. The customer and the virtual environment vendor are responsible for any interactions or issues that arise at the Hardware or Operating System layer as a result of their use of a virtual environment.

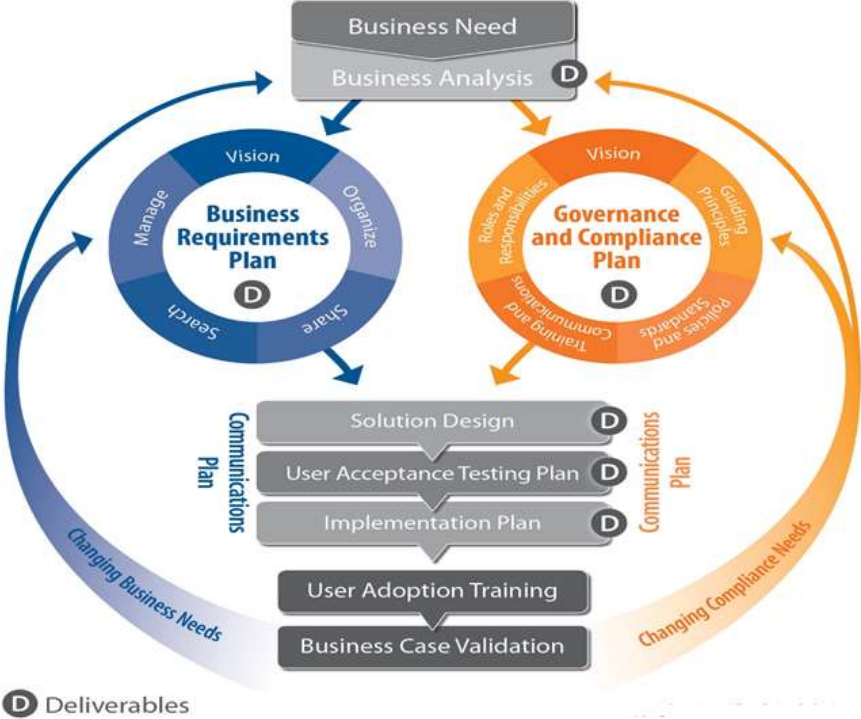
When it appears that a performance-related issue in OnBase is either caused by (or is unique to) the virtual environment, organizations may be asked to validate that the issue occurs in a non-virtual environment. Hyland Software will make this request if there is reason to believe that the virtual environment is a contributing factor to the issue.

Each OnBase site is unique. Hyland Software depends on the customers who deploy OnBase in virtual environments to do so only after careful design and adequate planning (that takes into account the workloads of your organization), and in accordance with recommendations provided by the virtual environment’s vendor. As with any implementation, Hyland Software strongly recommends that any customer deploying the OnBase solution in a virtual environment thoroughly test the solution before putting it into production.



PART #4 – ONBASE DOCUMENT MANAGEMENT & ELECTRONIC PLAN REVIEW IMPLEMENTATION

Built on a foundation of collaborative teamwork with clients and technology partners, as well as an in-depth understanding of document and knowledge management Best Practice methodologies, KMBS adds value to all phases of the solution delivery lifecycle by employing regimented strategic directives that guide our practice.



Accurate Requirements Analysis:

KMBS spends more time than other consulting companies understanding your organizations business and project requirements and goals. This understanding is documented in a detailed Functional Specification Document.

Clear Communication:

Before development starts, KMBS reviews the project documentation to ensure that all your questions are fully addressed to satisfaction. Throughout the project development process, KMBS performs frequent demonstrations of the work in progress to ensure that KMBS is meeting expectations.

Adaptability:

KMBS adapts its “best practice methodologies” to accommodate your organizations culture and business processes. It is more important to follow the spirit of best practices instead of a literal interpretation that may not fit its customer’s way of doing business. KMBS’s clients find KMBS to be “easy to do business with”!

Responsibility:

If a problem occurs, KMBS accepts responsibility and correct it promptly, rather than blaming external factors. KMBS handles vast amounts of sensitive customer data and as such make privacy and security of all data a high priority. Increased emphasis on Cyber Security awareness dictates KMBS adheres to security best practices, such as antivirus, malware prevention at all times. Konica Minolta has a team dedicated to insuring its security measure stays sound and in compliance with all Federal and State Privacy and Security requirements.



Business Value:

KMBS achieves significant quantitative and qualitative measurable business results. KMBS makes sure the project will have a compelling return on investment before offering the proposal.

Mentoring & Best Practices:

Konica Minolta’s consulting teams support mentoring and best practices methodologies, depending on the request from its customers. KMBS focuses on quality assurance as KMBS’s staff is trained to work with a milestone approach including a focus on transparency and open communication with customers.

KMBS’s approach to mentoring is train-the-trainer methodology. This allows customers to empower their staff to become self-sufficient and take on the ongoing day to day support of their system. KMBS’s consultants are then available to work on new projects or to provide additional mentoring, delivering proof-of-concepts, etc. This methodology allows a customer to utilize KMBS’s services as needed and gives them the ability to take over the components of their project as they see fit.

Focusing on best practices, KMBS provides customized user training focusing on real customer scenarios.

Education and Knowledge Transfer



- User Acceptance Training/ Train the Trainer
- Substantial End user Training, Solution Adoption & Expansion Partnership
- Customized Manuals & Onsite Training Delivery
- System Admin Training
- Government User Community

UNITY CLIENT TRAINING MANUAL
ONBASE

TABLE OF CONTENTS	
TABLE OF CONTENTS	2
LOGGING INTO ONBASE	4
STARTING THE ONBASE UNITY CLIENT WITH THE ONBASE BODY	4
Starting OnBase with the OnBase icon	4
Starting OnBase Unity from Windows 7 or Windows 8	4
LOGGED IN	4
Login Screen	4
Changing Your Password	5
CLIENT INTERFACE	6
ONBASE SEARCH AND RETRIEVAL TOOLS - OVERVIEW	7
DOCUMENT RETRIEVAL	7
Benefits	7
CUSTOM QUERIES	7
Benefits	7
CROSS REFERENCES	8
DOCUMENT RETRIEVAL DIALOGUE	8

User Acceptance Testing (“UAT”) is an important pillar for user adoption and solution maturity and KMBS will take the necessary time and steps to insure proper UAT outcomes prior to Go Live.

THE SOLUTION

Konica Minolta, in concert with Hyland Professional Services (“Hyland”) where beneficial will provide discovery, installation, configuration and training services to The City of Escondido (“The City”) for implementation of the Software Plan Review solution (“Software”) for the Building Department. The solution will provide The City with the ability to manage the plan review process in combination with Cityworks PLL and the Timmons Public Portal (“Software”).

Konica Minolta will perform Services that include the installation of the core OnBase Electronic Content Management System (“ECM”), setup of Plan Review solution, setup of the Cityworks Integration Module, within one (1) non-production environment (e.g. test), and one (1) production environment. Upon completion, Konica Minolta/Hyland will travel onsite to provide a solution demo and perform a gap analysis to identify additional requirements and determine where modifications might be needed to the pre-configured solution.

The ECM configuration will also support the historic documents imported from TRAKiT, with agreed upon taxonomy and the import process will be configured and tested in each OnBase environment.

We will identify the requirements from the gap analysis in a Solution Requirements Document and review the documentation with The City so that both parties mutually agree to the requirements. Hyland will provide up to sixteen (16) hours to make modifications to the pre-configured solution based on the approved Solution Requirements

Document. The mutually-agreed upon modifications will be accomplished within that timeframe. Any modifications that cannot be completed within that timeframe will be the responsibility of The City or a project Change Order will be required for the additional time needed for Hyland to make such modifications. Hyland will customize and configure Software solution for The City.

The City will be using the Timmons Public Portal in combination with Cityworks for external users to interface with The City to register for an account and apply for permits. This information is stored in the Cityworks PLL Software and will be made accessible to Software via standard Software API. Software will accept the data and allow the creation of Software Portal accounts from the Timmons Public Portal and perform a check to ensure that the Software Portal account has permission to submit documents associated with that project. Upon verification, the Plan Review Portal page will be presented to the Software Portal account, which can upload its documents and submit the plans for review.

The Plan Review system routes newly submitted projects or re-submitted projects to the review coordinator. The review coordinator determines whether the project plans are complete and if so, begins a review cycle that prevents the Software Portal account from making changes to the project or submitted documents. Review departments will be determined by Software workflow call to Cityworks PLL. The list of departments will be presented to the coordinator. The coordinator selects the departments allowing review by departmental users who can review and mark plans in parallel, while the system tracks review decisions. Review due dates will be calculated by the Software and will be updated in Cityworks PLL.

Reviewers can utilize tools for plan sheet magnification, panning and measurements. Assigned Reviewers may apply markups to plans and create review comments during their review. The plan comparison tool allows for revised plans and other plans in Software to be compared with each other through an overlay tool that shows changes in color.

As assigned reviewers complete markup activity, the Software will update the corresponding workflow tasks in Cityworks PLL including the Cityworks user, the task result and the task completed date.

After all reviews are complete, the review coordinator consolidates marked plan sheets into a marked plan set, consolidates comments into a review comment letter and returns the set and letter to the Software Portal account. This collaborative process can go back and forth as many times as necessary until plans and documents have been approved by The City.

Once the plans have been approved by all reviewers, the Software will provide for The City to copy all plan sheets to an approval status, create an approved plan set, apply stamps or signatures to approved sheets, and generate an approval letter. The Software Portal account will be notified that their plans have been approved and the project will be closed within Plan Review solution. Documents will be viewable to The City within Software for reference.

The Konica Minolta / Hyland team will perform Onsite solution / validation to walk through solution and update requirements documentation with:

1. Map Cityworks review task codes to Software department names;
2. Discipline and Sheet Type validation;
3. Approval stamping requirements;
4. Software Portal file upload naming convention; and
5. Software Portal modifications.
 - a. Configure Software User Groups specific to Plan Review to be assigned appropriate Plan Review privileges;
 - b. Configuration of Software web service for integration with Cityworks PLL workflow;
 - c. Configuration of up to three (3) Plan Review letter templates;
 - d. Configure Cityworks PLL screen for Application Enabler; and
 - e. Create Internal (coordinator/review) Solution Training Guide documentation specific to the Software portion of the combined Cityworks and Software solution for Plan Review.

PROJECT MANAGEMENT

Konica Minolta will provide project management services to ensure the success of the project and facilitate timely delivery. Project management tasks will include:

- Creation of project schedule.



- Creation of regular project reports
- Regular Project meetings to review schedule, tasks completed and consumption of hours

ANALYSIS AND DESIGN

A functional specification will be created and reviewed with the City for their approval. If significant discrepancies in requirements are identified, a GAP analysis report and change order will be created.

TRAINING

Konica Minolta will provide The City testers with training for the ECM product to facilitate user acceptance. Additional training can be acquired depending on the discovery and implementation process.

USER ACCEPTANCE TESTING

The City users will be responsible for User Acceptance Testing (UAT) of the Solution within the current business process. Konica Minolta will provide Training prior to The City creating the use cases for testing and validation. Konica Minolta is available to help train The City how to create test cases. An issue log will be used to identify any divergences from the functional specification document and will be reviewed with Konica Minolta at the end of each testing week.

The City's testing process will consist of one (1) cycle which is two (2) weeks in duration. Any extension of the UAT will require a Change Order.

Once Konica Minolta and Hyland determines all test cases comply with the SRD/FRD, the solution is ready for Go-Live.

GO LIVE

- Upon completion of implementation, end user training, The City testing phase The City sign off, Konica Minolta will provide onsite go-live preparation services and go-live support.
- Go-live preparation may include functional testing of the solution and go-live support for the Software solution.
- The solution will be migrated to the production environment.
- Porting the final production configuration into one (1) non-production environment for future development and testing.
- Develop a deployment method for The City to distribute Software to appropriate end users.
- Assist The City's help desk with resolution of Software questions.

PROJECT CLOSURE

Included in the project scope is dedicated time for project closure 30-days of post-go-live support. Konica Minolta's project manager will schedule a regular meeting with The City's project manager and project sponsor. The agenda will include introduction to The City's Technical Support team, discussion of any outstanding enhancements and associated timelines, discussion of the state of the relationship between organizations, and next steps for future opportunities as requested by The City.

ASSUMPTIONS

This proposal is based upon the below assumptions being true. If for some reason these assumptions prove not to be true, this could result in a scope change and may have an impact on the proposed cost and timeline to deliver.

- The City uses an existing public portal website for external users to interface with The City to register for an account and create a project. This information is stored in an external database and will be made accessible to Software via a database stored procedure or a web service. Software will accept the data from the external database and perform a check to ensure that the submitter has permission to submit documents associated with that project. Upon verification, the Plan Review Portal page will be presented to the submitter, who can upload their documents and submit the plans for review.
- The City has purchased the appropriate licenses prior to the start of the engagement;
- The City will allocate, schedule and define the subject matter experts for the discovery sessions;
- All requirements gathering sessions will occur in one (1) location;
- The City will provide any image files required for the customization of the Plan Review Portal;
- The City will provide a .csv formatted file of all standard comments intended to be included in the Plan

- Review solution;
- The City will provide electronic files for all required stamps placed on approved plan sets;
- The City will provide samples of any review comment letters currently in use and intended to be included in the Plan Review solution;
- The City will ensure internal Cityworks user accounts and internal Software user accounts will be identical;
- The City will provide the project team access to a designated single point of contact having authority to make important decisions relevant to the project requirements and implementation;
- Konica Minolta is not responsible for the installation and configuration of third party software;
- Konica Minolta is not responsible for the deployment/installation of software on end user workstations. The solution engineer will work with your system administrator to identify requirements, test installation processes, and provide general consulting on the topic. However, it is ultimately The City's responsibility to roll-out the software to end user workstations;
- The City will provide a Software system administrator that will participate actively throughout the project lifecycle;
- The City will be responsible for providing Konica Minolta and Hyland access to the appropriate servers and workstations to perform the configuration of the Software solution;
- The City will be responsible for testing the Solution during the Testing Support phase, which may be performed by multiple personnel;
- Services will be provided both onsite at End User's location in Escondido, CA as well as remotely by Konica Minolta and Hyland resources.
- The City will provide appropriate access to facilities and office space for all onsite work. This includes, but is not limited to, work desks, networked computers, team meeting rooms, conference phones, whiteboards, the internet and VPN connection as dictated by The City's reasonable security measures.
- The City will include third-party vendors or subject matter/technical experts as required.
- The City will designate a Software administrator who will undergo any applicable Software training recommended before the start of requirements gathering to participate in the design and implementation process effectively. Recommended training courses are provided along with the Software license estimate separately from this proposal.
- The City may request additional hours for any project phase under a future agreement or change order.

PROJECT EXCLUSIONS

The following items are considered out of scope for this project:

- Integration with other 3rd Party Software not defined in this scope will require a change order;
- Projects that are manually created in Software solution cannot inherit data from a third party system without customization;
- Conversion of legacy data except where noted in this document;
- Conversion of any in-flight plan reviews whether paper or electronic;
- Custom scripting within forms or workflow;
- Projects that are manually created in Software solution cannot inherit data from a third party system without customization;
- Acceptance of any type of payment for fees related to plan submission; and
- If The City requires any functionality stated in these exclusions, a Change Order may be pursued.

Any additional time or reallocation of time requested for testing or training shall be handled following the Project Change Control Process noted in this document.

PROFESSIONAL SERVICES

The cost estimates for Professional Services are calculated based solely on the information contained within this document, experience in the initial implementation of OnBase ECM implementation with Plan Review, and the simplified project approach previously mentioned.

The City acknowledges that the services estimates may be modified based upon additional information acquired throughout the solution development life cycle and should plan on some degree of scope change for internal budget planning purposes.



Project Change Control Process

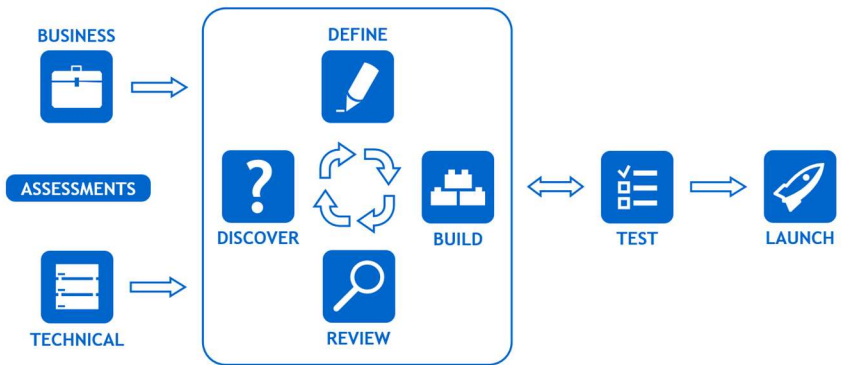
Requested changes to this Services Proposal will be managed using the Project Change Control Process outlined below.

If any party believes that a change to this Services Proposal is warranted, the party shall issue a change request (“Change Request”) in writing. The City’s project team and Konica Minolta’s project team will review the request, determine the impact on the Services Proposal, and agree to the requested changes. Once the requested change(s) is accepted, Konica Minolta will provide a formal change order (“Change Order”) to The City outlining the change in service, the impact on hours, and the related impact on cost and/or timeline.

Konica Minolta will fully execute the Change Order prior to the requested changes taking effect. Konica Minolta acknowledge that this may affect services, timelines, and deliverables, and therefore will make commercially reasonable efforts to execute any changes to this Services Proposal with enough lead-time to minimize the influence on the project.

Methodology Overview

KMBS ECM has adopted a customer centric methodology to the development and deployment of ECM solutions. These solutions typically change and streamline a client’s business processes while removing the paper from those processes. By actively engaging the client throughout the solution development life cycle, KMBS ECM has found that clients are more likely to have successful projects, with fewer change management issues related to their re-engineered business processes.



Each ECM deployment is broken down into specific deliverables, effectively giving the client the opportunity to sign off on key elements of the project along the way. This approach ensures that the client is able to make ‘course corrections’ during solution development and helps them gain a better understanding of the various solution components.

The Discover and Design phases allow KMBS ECM to gain a better understanding of the client’s business process needs and refine the requirements established during the sales process. This information is presented to the client in Functional Requirements Document that details the following ECM elements: Taxonomy, Integration and Capture, Retrieval, Workflow, and Security and any other solution specific needs. It is the goal of the KMBS ECM team to deliver these documents with the most complete and accurate information as possible prior to configuration. However, additional information frequently comes to light throughout the solution development life cycle. When that occurs, the new information will be incorporated into the Functional Requirement Document through the change control process.

The Build and Review phases occur following the sign-off of the Functional Requirements Document. The Solution Engineering team will configure the solution based on the Functional Requirements Document and present the results to the project team. Weekly Status Reports will be reviewed with the project team during weekly Status Meetings. When appropriate this meeting will also include solution demonstrations and technical reviews.

The Test phase encompasses both system end-to-end testing by the Solution Engineer and User Acceptance Testing by the client’s designated testers. We encourage our clients to involve not only the project stakeholders, but key end users during all of these phases. Upon successful completion of the testing phase a meeting will be held to receive formal acceptance of the solution. This is required to move to the training and Go Live phase.

The Training and Go Live phase is when the user base is trained on the new solution and it is deployed into the production environment for active use.

Once the system is live in production KMBS will continue our commitment to your organization through our Software Assurance and System Maintenance services. We will also conduct periodic system review meetings to ensure your solution continues to meet your needs.



IMPLEMENTATION OVERVIEW

The items outlined here are based on the current understand of City of Escondido's requirements at the time of this document's creation. This information will be validated during the discovery phase of the project and any additions or modifications identified will be handled through a multi-phased approach or the change management process.

The proposed solution includes the following activities;

ID	Activity	Description
Base Implementation Services		
	Server Infrastructure	The necessary OnBase server components will be installed and configured on client network infrastructure for each instance. The following will be configured: <ul style="list-style-type: none"> • Database Server – The primary data store for the OnBase system • Disk Group(s) – The File Storage location for all documents • IIS Application Server – Provides Internal user access through the OnBase client applications • External IIS Application Server – Provides user access through the OnBase client applications through the internet while outside network firewall (for public users accessing published documents) • Document Import Processor Module Estimate includes: One (1) Non Production Instance One (1) Production Instance
	Client Access	Direct User Access (OnBase UI) will be installed on a limited number of workstations to facilitate testing and training. The following UI components will be installed: <ul style="list-style-type: none"> • Unity Client – Allows access to OnBase from user desktops Estimate includes: Up to Three (3) Workstations for use in testing and training Consultation with Client IT team on creation of client deployment package
	Plan Review	Installation and configuration of the Plan Review Web Services
	Cityworks Integration	Installation and configuration of the Cityworks Integration Module
Discovery/Analysis		
	Discovery	Discovery sessions will consist of both on site and off site working with client subject matter experts to refine solution requirements. The following documents will be created during discovery: <ul style="list-style-type: none"> • Functional Requirements Document • Working Project Plan Estimate includes: Up to Three (3) days of onsite discovery/analysis



Implementation		
Document Taxonomy	The document taxonomy provides the classification and organization of documents. The following taxonomy will be created to support the proposed solution:	<ul style="list-style-type: none"> • Up to Two (2) Document Type Group – top level category of documents (Community Development, Purchasing/Contracts) • Up to Ten (10) Document Types – Potential examples include: <ul style="list-style-type: none"> ○ Certificate of Insurance • Up to twenty-five (25) Keywords – will consist of the indexing data needed to properly organize documents. Potential examples include: <ul style="list-style-type: none"> ○ Street Name ○ Record Locator ○ Expiration Date ○ Etc.
Content Ingestion	OnBase will be configured to allow users to add new content to the system through the following sources:	<ul style="list-style-type: none"> • Workstation Scanning (deployed with Unity Client) – users can scan individual documents from desktop scanners connected to their workstations. • Up to Three (3) High Speed Production Scanners will be configured for bulk scanning of documents • Document Import Processor – High-volume document import from source files and file with metadata initially for TRAKiT conversion
Workflow	Configuration of Workflow to handle Plan Review collaboration.	<ul style="list-style-type: none"> • Up to Four (4) Workflow processes to support the Plan Review: <ul style="list-style-type: none"> ○ One (1) Coordinator Lifecycle; ○ Two (2) Review Department lifecycles; and ○ One (1) system lifecycle for plan sheet processing.
Application Enabler	Application Enabler allows retrieval of OnBase documents from within the interface of a 3 rd party application via a hotkey, mouse click event, or a no-click auto-display option.	<p>Estimate includes:</p> <p>Retrieval from One (1) screen within a single 3rd party application.</p>
Security – Single Sign On	Integration to Microsoft Active directory may be configured to allow users to access the OnBase solution with their existing network credentials and not require an additional prompt when logging in from an Active Directory workstation.	<p>Estimate Includes:</p> <p>Active Directory integration to a single client domain.</p> <p>*Client must configure Active Directory Groups to align with the security requirements defined during analysis phase.</p>



**Comprehensive Cityworks PLL Project
 City of Escondido, CA**

	Security – Rights and Privileges	<p>OnBase will utilize user groups to define the security model. These groups will be configured to meet the security needs of The City as defined during the analysis phase of the project.</p> <p>Estimate Includes:</p> <p>Up to ten (3) user groups each with custom security permissions.</p> <p>*All management of user group membership will be administered by the client IT department through Active Directory.</p>
Training		
	User Training – Train the Trainer	<p>KMBS/Hyland will provide training through a “train the trainer” approach. Class attendees will be provided the tools and knowledge to allow them to train the user population on proper use of the system.</p> <p>Estimate includes:</p> <p>One (1) train the trainer session on Unity Client (up to four (4) hours)</p> <p>One (1) train the trainer session on Scanning (up to four (4) hours)</p> <p>Three (3) sessions for internal staff on the use of the Plan Review (up to 10 people)</p> <p>*Additional training sessions are available with an approved change order (i.e. if it is not feasible to have multiple departments in a single session or scheduling conflicts require multiple sessions).</p>
	Administration Training	<p>KMBS will work with designated client personnel designated as System Administrators to prepare them for taking ownership of the system after project Go-Live. Topics covered will be workstation deployment, system maintenance, general troubleshooting, as well as implementation specific topics as necessary.</p> <p>Estimate includes:</p> <p>Up to four (4) hours of dedicated ECM System Administration training for up to two (2) participants.</p>
Testing		
	System Testing	<p>The City will be responsible for testing the Software within the current business process. The duration of end user testing should be established by The City and will involve the process of end users identifying potential issues or changes to the initial configuration. The City shall notify Konica Minolta of such change requests identified during the process.</p> <p>Estimate includes:</p> <p>Up to sixteen (16) hours of support throughout a testing phase not to exceed a three (3) week timeframe</p>
Go-Live		
	System Go-Live	<p>Upon completion of implementation, end user training, testing phase and end user sign off, Konica Minolta will provide go-live preparation services and go-live support.</p> <p>Estimate includes:</p> <p>Eight (8) hours of Day 1 Go-live Support</p> <p>Up to eight (8) hours of post Go-Live support for ten (10) days after go-live</p>

Roles and Responsibilities

Common roles and responsibilities are defined so everyone will understand what is expected of them on the project. Upon joining the project, a resource will be assigned one or more of the following roles.

Role	Description
<i>The City</i>	
<p>Project Sponsor The Project Sponsor provides high-level oversight and guidance for the project to ensure that the project</p>	<ul style="list-style-type: none"> ▪ Review of milestones ▪ Review and resolve escalated issues ▪ Risk review ▪ Approve major change requests





<p>solution meets overall schedule and cost objectives.</p>	
<p>Project Manager The Project Manager will act as a communication and resource allocation point for the KMBS ECM Engagement Manager</p>	<ul style="list-style-type: none"> ▪ Coordinate client personnel and schedules ▪ Assist with issue resolution ▪ Project deliverable review and acceptance ▪ Change management ▪ Interface with KMBS ECM Engagement Manager ▪ Issue Tracking
<p>Subject Matter Experts The Subject Matter Experts provide ongoing business expertise and insight to the business processes that will be impacted by the ECM solution.</p>	<ul style="list-style-type: none"> ▪ Participate in discovery sessions ▪ Contribute to the definition of the business and functional requirements ▪ Provide feedback during system demonstrations and testing
<p>IT Resources The KMBS team will need to coordinate with the client IT team on the following items:</p>	<ul style="list-style-type: none"> ▪ Hardware Preparation: Setup the hardware and software (operating systems) on which the ECM application will be installed. ▪ Desktop Support: Setup or deploy any software required for the solution ▪ LAN Administration: Setup the rights and privileges for the solution to operate successfully within the CITY OF ESCONDIDO network. ▪ DBA: May need to be available during ECM software installation.
<p><i>KMBS / HYLAND</i></p>	
<p>Engagement Manager The Engagement Manager serves as the primary point of contact throughout the project and is directly involved with the development and execution of the solution.</p>	<ul style="list-style-type: none"> ▪ Coordinate KMBS ECM team personnel and schedules ▪ Preparation and maintenance of the project schedule and budget ▪ Project communication ▪ Issue tracking ▪ Change management
<p>Business Analyst The Business Analyst will work with the teams to lead the functional requirements gathering process.</p>	<ul style="list-style-type: none"> ▪ Gather solution requirements ▪ Create the Functional Requirements Document ▪ Coordinate KMBS subject matter experts to create the solution design
<p>Solution Engineers The Solution Engineer develops the ECM solution as indicated in the solution requirements document.</p>	<ul style="list-style-type: none"> ▪ ECM software installation ▪ ECM software integration ▪ ECM solution configuration ▪ System testing ▪ Solution training ▪ Solution documentation ▪ Issue resolution

Statement of Confidentiality

This document contains information that is privileged, confidential and subject to copyright – it is tendered for the exclusive use of the City of Escondido and its employees only. No portion of this document, including any and all of the supporting materials submitted within the document or in addendum to, may be transmitted to third parties or reproduced without prior written approval by Konica Minolta Business Solutions.

Validity

This document shall remain valid until the expiration date identified on Page 1. Konica Minolta reserves the right to make changes in specifications and other information contained in this document without prior notice.

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
 Business Intelligence Services, Enterprise Content Management - Sales
www.kmbs.konicaminolta.us



PROJECT TIMELINE/SCHEDULE



PRICE QUOTES

Purchase of Hyland OnBase Software Licensing (add any other licenses below that would be required to achieve the project goals)					
Product/Module	License Fee	Qty.	Ext Price	Ext Maint	Total
Base Document Management Licensing	\$16,000.00	1	\$16,000.00	\$3,200.00	\$19,200.00
Local Government Integration for Azteca Cityworks	\$6,000.00	1	\$6,000.00	\$1,200.00	\$7,200.00
Local Government Plan Review Concurrent Client	\$3,000.00	10	\$30,000.00	\$6,000.00	\$36,000.00
Local Government Plan Review Named User Client	\$1,750.00	4	\$7,000.00	\$1,400.00	\$8,400.00
OnBase Plan Review	\$7,500.00	1	\$7,500.00	\$1,500.00	\$9,000.00
Document Import Processor	\$5,000.00	1	\$5,000.00	\$1,000.00	\$6,000.00
Local Government Production Document Imaging	\$2,000.00	1	\$2,000.00	\$400.00	\$2,400.00
Single Sign-On for Microsoft Active Directory Service	included	1			
Timmons Group PLL Portal	\$35,000.00	1	\$35,000.00	\$11,200.00	\$46,200.00
Cityworks Server PLL	see quote from Cityworks	1	see quote from Cityworks	see quote from Cityworks	see quote from Cityworks



Implementation Professional Services Fees - Part #1-Phase 1	Per-Hour Charge	Estimate of Hours needed:
Cityworks PLL Requirements Gathering (Workflows, reports, data conversion, etc.)	\$130.00	314
TrakiT Image/Index Data import into OnBase (if applicable)	\$215.00	n/a
Cityworks PLL Software Implementation (Workflow, fees, etc.)	\$130.00	306
Cityworks PLL Reports and saved searches development	\$130.00	40
Timmons Group Public Portal Implementation	\$130.00	138
Hyland OnBase document management software configuration	\$215.00	180
Hyland OnBase plan review software configuration	\$215.00	220
Hyland OnBase Cityworks PLL Integration	\$215.00	240
Hyland OnBase Timmons Group Public Portal integration	\$130.00	57

Note: Phase 2 estimated costs are not provided above for the implementation of Cityworks PLL as the scope of services will be determined pending successful completion of Phase 1 activities. Phase 2 scope of services and associated costs will be developed jointly between the Timmons Group team and City of Escondido for a “city-led” implementation methodology.

Contractor-Led Implementation Professional Services Fees	Per-Hour Charge	Estimate of Hours needed:
Cityworks PLL Requirements Gathering (Workflows, reports, data conversion, etc.)	\$130.00	580
TrakiT Image/Index Data import into OnBase (if applicable)	\$215.00	70
Cityworks PLL Software Implementation (Workflow, fees, etc.)	\$130.00	952
Cityworks PLL Reports and saved searches development	\$130.00	144
Timmons Group Public Portal Implementation	\$130.00	138
Hyland OnBase document management software configuration	\$215.00	180
Hyland OnBase plan review software configuration	\$215.00	220
Hyland OnBase Cityworks PLL Integration	\$215.00	240
Hyland OnBase Timmons Group Public Portal integration	\$130.00	57

Per-hour charge for other services not listed above	Qty.	Charge
OnBase System Admin Training (5 day Course, online or Irvine Facility)	1	\$3,000.00

Professional Services hours will be billed on a monthly basis, as they are delivered. This is a time and materials engagement and should not be viewed as a fixed price or a not to exceed arrangement. Any changes to estimated work effort that go beyond the above estimate will be reviewed for approval by The City, as soon as the change is known.

Licenses must be purchased at the start of a project. Maintenance effective date will be 90 days from project kickoff.

Breakdown does not include Taxes, Travel or Travel expenses for onsite overnight work. Travel must be pre-approved by City of Escondido Project Manager.

Pricing is valid for 90 days from date of defined scope proposal.



WARRANTY/GUARANTEE OF WORK

EXHIBIT: WARRANTY AND SUPPORT

WARRANTY

Timmons Group will provide a 90-day warranty on all work and deliverables from the date of final go-live implementation. This includes staff onsite for the first 2 weeks of the 90-day warranty period.

SUPPORT

12-Month Support Agreement

This is an Application Maintenance and Support Agreement (the “Application Maintenance and Support Agreement”) dated <date> by and between **Timmons Group**, a Virginia corporation having its principal place of business at **1001 Boulders Parkway, Suite 300, Richmond, Virginia 23225** (“CONSULTANT”) and Escondido, California (“CUSTOMER”) with an address of **201 N. Broadway, Escondido, CA 92025**.

This software maintenance and support agreement is for the following software, (the “Software”) in this agreement:

Cityworks Server PLL Configuration, Timmons Group PLL Portal and Integrations conducted by Timmons Group Team. Integrations include OnBase Document Management and OnBase Electronic Plan Review.

Support duration is 12-months after completion of Warranty Period and includes 120 hours of support.

The following are the terms and conditions under which CONSULTANT provides Maintenance and Support (the “Support”) for the Software indicated above.

Maintenance

Hours of Support Availability. Payment of the standard Support Charges (as defined in Section 5) entitles CUSTOMER to Support during the Principal Period of Maintenance (“PPM”). The PPM is an ten hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by CONSULTANT. All Support subsequently added shall have the same PPM.

Scope of Support. Support includes the response to and resolution of CUSTOMER-encountered problems with the Software as reported to CONSULTANT by CUSTOMER. Resolution of CUSTOMER-encountered problems shall consist of (1) maintenance provided through electronic support; (2) correction of any defect in the Software program that materially and adversely affects the use of the Software; or (3) delivery of bug fixes or workarounds limited to the current or immediate prior Software release. CONSULTANT will use commercially reasonable efforts to respond to CUSTOMER requests according to the priority level of the request described in the Customer Support Order Form. CONSULTANT will resolve the CUSTOMER’s request as described in the Customer Support Order Form. Support also includes the use of upgrade Software releases, as deemed appropriate by CONSULTANT. Any rendering of supplemental maintenance Support by CONSULTANT, including extended coverage, support, workarounds, or fixes that exceed the allotted monthly limit of hours, and upgrade of Software releases and consulting will be performed at CONSULTANT’s discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CUSTOMER at current prices and terms then in effect. The CUSTOMER will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.

Support Limitations. Any Support is dependent upon the use by CUSTOMER of unmodified Software (except as authorized by CONSULTANT pursuant to a Professional Services Agreement) operated in accordance with CONSULTANT’s documentation.

CUSTOMER is responsible for performing Software back-ups in accordance with published documentation.



CUSTOMER shall notify CONSULTANT of any Software failure and shall allow CONSULTANT reasonable access to the Software for performing Support. CUSTOMER must provide CONSULTANT with secure access to the Software to perform remote support.

CUSTOMER will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the CONSULTANT tools and applications purchased by the CUSTOMER.

CUSTOMER will contact CONSULTANT through the Timmons GIS Support Portal or via email at gissupport@timmons.com.

Limit of Liability. CONSULTANT will not be responsible to CUSTOMER for loss of use of the Software or data or for any other liabilities arising from the use, alterations, additions, adjustments or repairs which are made to the Software by third parties other than authorized representatives of CONSULTANT, or at the direction of CONSULTANT. CONSULTANT reserves the right to terminate this Software Support Agreement upon written notice to CUSTOMER if any such alteration, addition, adjustment or repair adversely affects CONSULTANT's ability to render maintenance Support to the Software.

CUSTOMER Support Order Form with Support Levels

CUSTOMER:		
CUSTOMER		
CUSTOMER Phone:		
CUSTOMER Fax:		
CUSTOMER E-mail Address:		
Address:		
City, State or Province, Zip Code or Postal Code:		
<u>Description</u>	<u>Response Time</u>	<u>Means of Contact</u>
<u>Support</u>		
Level 1: Severe problems rendering software application substantially inoperable	Response** within 4 hours, without regard to PPM	e-mail, web
Level 2: Problems significantly affecting operability, but which do not render application inoperable	Response** within 8 hours	e-mail, web
Level 3: Problems preventing application from functioning as designed, but which do not significantly affect operability or render application substantially inoperable	Response** within 24 hours	e-mail, web
Level 4: Less critical problems for which an acceptable work around is developed	Will be considered and addressed as part of normal product enhancement cycle	e-mail, web
**Response means begin actively working on solution		



By executing this agreement, Customer acknowledges that it has reviewed the terms and conditions listed above agree to be legally bound by each such agreement.

Customer, by its signature, acknowledges that this agreement contains certain limitations of liability and certain warranty disclaimers.

Timmons Group

City of Escondido, CA

By: _____
(Type or print name)

By: _____
(Type or print name)

(Signature)

(Signature)

Title: _____

Title: _____

Date: _____

Date: _____

KMBS Warranty

Limited Warranty. KMBS warrants that all Services shall be performed in a professional manner in accordance with generally applicable industry standards and as described in the Scope of Work documents. KMBS shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. THIS SECTION SETS FORTH THE ONLY WARRANTIES MADE BY KMBS. KMBS HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KMBS ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER'S WARRANTY.



BILLABLE RATES – ONSITE & REMOTE

Timmons Group Hourly Billable Rates:

Principle in Charge	Senior Consultant/ Project Director	Project Manager	Sr. Software Engineer	Software Developer	Software Engineer	Analyst
\$ 185.00	\$ 185.00	\$ 145.00	\$ 145.00	\$ 130.00	\$ 160.00	\$ 115.00

Task breakout details can be found in the Price Quote above.

AGREEMENT TO PSA

Timmons Group agrees to the General Terms and Conditions as stated in the RFP.



CASHIER'S CHECK

Timmons Group has provided a cashier's check in the amount of 5% of the total bid proposal in a separately sealed envelope.

ANNUAL FINANCIAL STATEMENTS



PENDING LITIGATION

Timmons Group does not have any pending litigation.

BANKRUPTCY PROTECTION

Timmons Group has never filed for bankruptcy protection.



REFERENCES

Timmons Group



Winston-Salem

Implementation of Cityworks® Permits, Licensing and Land (PLL) | Winston-Salem, NC

Contact: Tony Walters | Tel. 336.747.7031 | Email: tonywa@cityofws.org
Project Dates: Implementation completed in 2017; Maintenance is ongoing

Project Description: Timmons Group provided the implementation of a new customized PLL as well as a new customized PLL portal for the City of Winston-Salem. The implementation replaced the City's previous system, Hansen 7, as it was becoming outdated, inefficient, and unable to perform vital features the growing community needed. The new PLL portal included the deployment of Cityworks Server 2014 SP5, with Esri ArcGIS Server 10.2as. By implementing Cityworks, the City will have direct control over their business processes, be completely customizable based on specific needs, and will allow ease of coordination between several vital city departments.



City of Auburn

Implementation of Cityworks® Permits, Licensing and Land (PLL) | Auburn, AL

Contact: Christopher Graff | Tel. 334.501.7207 | Email: cgraff@auburnalabama.org
Project Dates: Implementation completed in 2016; Maintenance is ongoing

Project Description: The City of Auburn, Alabama, contracted with Timmons Group to provide professional services in the implementation of Azteca System's Cityworks Permits, Licensing and Land (PLL) software module and to manage the implementation process for use in the City of Auburn construction permitting processes.



Cityworks® AMS & PLL Implementation | City of Alpharetta, GA

Contact: Pete Sewczwicz | Tel. 678.297.6052 | Email: psewczwicz@alpharetta.ga.us
Project Dates: Implementation completed in 2013; Maintenance is ongoing

Project Description: The City of Alpharetta contracted Timmons Group for implementation of an Enterprise Asset Management System and Permitting System utilizing Azteca Cityworks software. The project will provide the City a fully-integrated system to meet its growing Work Management and Compliance needs. Departments included Streets, Stormdrains, Permitting & Licensing.



Cityworks® Enterprise AMS & PLL Implementation | City of Fayetteville, NC

Contact: Joe Vittorelli | Tel. 910.433.1863 | Email: jvittorelli@ci.fay.nc.us
Project Dates: Implementation completed in 2016; Maintenance is ongoing

Project Description: The City of Fayetteville, NC contracted with Timmons Group for implementation of an Enterprise Asset Management System (EAMS) and Permitting solution. Through extensive evaluation the City chose Azteca Cityworks Server AMS (Asset Management System) and Azteca's Cityworks Server PLL (Permits, Licensing, and Land) as their asset management and permitting platforms.



TIMMONS GROUP PLL PUBLIC PORTAL AND INTEGRATION | City of Tallahassee, FL

Contact: Jim Van Riper | Tel. 850.694.2878 | Email: jim.vanriper@talgov.com
Project Dates: Implementation completed in 2017; Maintenance is ongoing

Project Description: The City of Tallahassee, FL contracted with Timmons Group for the implementation of a public portal for Cityworks PLL. Leveraging our custom PLL portal, Timmons Group worked with Tallahassee to identify additional requirements and design a public portal that worked seamlessly with Cityworks while also meeting their unique requirements.



The project provided the City with a fully-integrated public portal. This leveraged the City's existing Cityworks configuration in order to provide public access to its citizens. As part of this implementation, Timmons Group successfully interfaced with CORE Business Technologies, an enterprise revenue management software company, so that citizens and staff could easily process payments in Cityworks and the public portal.

Cityworks® Enterprise PLL Implementation | City of Brookhaven, GA

Contact: Robert Mullis | Tel. 404.637.0640 | Email: Robert.mullis@brookhavenga.gov
Project Dates: Implementation completed in 2017; Maintenance is ongoing



Project Description: The City of Brookhaven, Georgia, a City of approximately 50,000 residents, contracted with Timmons Group for an Implementation of Cityworks PLL Software and Meritage Conversion. Project tasks included upgrading the City's existing Cityworks software to implement the Permits, Licensing, and Land (PLL) software module. Along with this implementation, Timmons Group also migrated data for historical permits from the City's current Meritage system to meet business needs 3 years out. Timmons is also integrating Cityworks PLL with OnBase's Electronic Plan Review.

Implementation of Cityworks® Permits, Licensing and Land (PLL) | St. Johns County, FL

Contact: Rocky Agbunag | Tel. 904.209.0273 | Email: ragbunag@sjcfl.us
Project Dates: Implementation completed in 2018; Maintenance is ongoing



Project Description: The County of St. Johns, Florida, contracted with Timmons Group to provide professional services in the implementation of Azteca System's Cityworks Permits, Licensing and Land (PLL) software module and to manage the implementation process for use in the Department of Public Works processes.

Professional Services in support of Cityworks® Permits, Licensing and Land (PLL) | Herriman City, Utah

Contact: Steve Brown | Tel. 801.446.5324 | Email: sbrown@herriman.org
Project Dates: Support is ongoing



Project Description: The City of Herriman City, Utah, contracted with Timmons Group to provide professional services in the ongoing support of Azteca System's Cityworks Permits, Licensing and Land (PLL) software module.

Cityworks® AMS & PLL Implementation | City of Morro Bay, CA

Contact: Scot Graham | Tel. 805.772.6291 | Email: sgraham@morro-bay.ca.us
Project Dates: Implementation completed in 2015; Maintenance is ongoing



Project Description: The City of Morro Bay contracted Timmons Group for implementation of an Enterprise Asset Management System and Permitting System utilizing Azteca Cityworks software. The project will provide the City a fully-integrated system to meet its growing Work Management and Compliance needs.



Cityworks® AMS & PLL Implementation | Township of Upper St. Clair, PA

Contact: Amy Summer | Tel. 412.831.9882 | Email: Sommer@twpusc.org
Project Dates: Implementation completed in 2015; Maintenance is ongoing



Project Description: The Township of Upper St. Clair contracted Timmons Group for implementation of an Enterprise Asset Management System and Permitting System utilizing Azteca Cityworks software. The project will provide the City a fully-integrated system to meet its growing Work Management and Compliance needs.

Konica Minolta

REFERENCE 1 – CITY OF RIALTO	
Website Address:	www.ci.rialto.ca.us
Project Start & End	Project completed in 2012, with current upgrade and expansion underway
Scope of Work	System Implementation, Legacy Data Conversion, Training and ongoing system maintenance for the following Departments: City Clerk, Building & Safety, Planning, Police, Accounting & Finance. System includes: Multi User system with concurrent licensing, Web Server, Outlook Integration, DocuSign Integration, Workflow automation, OCR, TrakiT integration.
Contact Information:	Christopher Ellis, Records Manager (909) 421-4930 Cellis@rialto.ca.gov
REFERENCE 2– CITY OF BURBANK	
Website Address:	www.burbankca.gov
Project Start & End	Project started in November 2015. Currently the system has been configured and tested for City Clerk/Building/Utilities. Expansion underway
Scope of Work	System Implementation, Legacy Data Conversion and Training for City Clerk and Community Development. + Current expansion into multiple departments, i.e. Fire. Enterprise wide deployment planned. System includes: Multi User system with concurrent licensing, Web Server, Workflow automation, Retention Management, Reporting Services, Version Control, Active Directory Integration and Application integration module.
Contact Information:	Kevin Woodruff, IS Manager (818) 238-5089 KWoodruff@burbankca.gov
REFERENCE 3– CITY OF SANTA BARBARA	
Website Address:	www.santabarbaraca.gov
Project Start & End	Project started in May 2016. Currently the system is live for City Clerk, Community Development, Finance. Next project is Accela integration.
Scope of Work	System Implementation, ECM, Public Access, Agenda Upgrade. System includes: Multi User system with concurrent licensing.
Contact Information:	Vince Wong, Project Manager vwong@SantaBarbaraCA.gov
REFERENCE 4– CITY OF WESTERVILLE, OH – Hyland Direct customer	
Website Address:	www.westerville.org
Project Start & End	Project started in 2012. Latest project started earlier this year.
Scope of Work	Multi-Dept. Document and Records Management, Plan review, GIS integration, agenda to name a few. They also own Cityworks and ESRI.
Contact Information:	Andy Barker, IT andy.barker@westerville.org

CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC (“Azteca Systems”) a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the **City of Escondido**, California, using certain of Azteca Systems Licensed Products hereinafter referred to as “Licensee.” This Agreement is effective immediately upon delivery of Licensed Products (the “Effective Date”).

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below (“Licensee”) and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party’s original signature is not delivered.

ARTICLE 1—DEFINITIONS

1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee’s employees; (ii) Licensee’s consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software’s public web portal (if applicable). Other than limited use of the Products through the software’s web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee’s internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee’s internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee’s internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee’s clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the

Documentation to which Licensee has purchased a License as identified as specified in Addendum #1 attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

ARTICLE 3—GRANT OF LICENSE

3.1 Grant of License. Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

3.2 Preview Release Licenses. Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

3.3 Special Use Programs. If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

3.4 Delivery. Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

ARTICLE 4—SCOPE OF USE

4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
 1. Install and store Products on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

4.2 Uses Not Permitted. Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;

- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Licensee may terminate this Agreement by giving Azteca Systems thirty (30) days' written notice prior to the end of the current Term Maintenance Period. After the initial three years as set forth in Addendum 1, either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

6.1 Limited Warranties. Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

6.2 Special Disclaimer. CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

6.3 Internet Disclaimer. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

6.4 General Disclaimer. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

6.5 Exclusive Remedy. Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

6.6 If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

ARTICLE 7—LIMITATION OF LIABILITY

7.1 Disclaimer of Certain Types of Liability. AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF

SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7.2 General Limitation of Liability. EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

7.3 Applicability of Disclaimers and Limitations. Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

ARTICLE 8—INFRINGEMENT INDEMNITY

8.1 Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

8.2 If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

8.3 Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

8.4 THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

ARTICLE 9—GENERAL PROVISIONS

9.1 Future Updates. New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

9.2 Export Control Regulations. Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

9.3 Taxes and Fees, Shipping Charges. License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

9.4 No Implied Waivers. The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.5 Severability. The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

9.6 Successor and Assigns. Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

9.7 Survival of Terms. The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

9.8 Equitable Relief. Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.9 US Government Licensee. The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

9.10 Governing Law, Disputes, and Arbitration. This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;
- If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9.11 Maintenance. Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

9.12 Feedback. Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

9.13 Patents. Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

9.14 Entire Agreement. This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

AZTECA SYSTEMS, LLC

CITY OF ESCONDIDO, CA – (LICENSEE)

By: _____

By: _____

Name: Brian L. Haslam

Name: _____

Title: President - CEO

Title: _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

ADDENDUM #1

PRODUCT LICENSING

1. **Licensed Software:**

Server AMS Premium Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Tablet
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom
Equipment Checkout
Contracts
Cityworks for Excel
Cityworks Analytics for AMS
eURL (Enterprise URL)
Operational Insights
Workload
Web Hooks
Local Government Templates (LGT)
Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks AMS Application Programming Interfaces (APIs) with third party system integrations

Server PLL Premium Cityworks Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:

Office
Tablet
Respond
Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)
Public Access for PLL
Cityworks Analytics for PLL
Workload
Web Hooks
Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners
Use of Cityworks PLL Application Programming Interfaces (APIs) with third party system integrations

Annual fee herein is based on a 100,001 - 150,000 population range

Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.

2. **Notices & Licensee Information: Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:**

Azteca Systems, LLC 11075 South State, Suite 24 Sandy, Utah 84070	City of Escondido 20 North Broadway St. Escondido, CA 92025
	Attn: Serena Kirkbride
	E-mail: skirkbride@escondido.org
	Phone: 760.839.4343

3. **Delivery Date/Effective Date of Software**

MM/DD/YYYY
 09/30/2018

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	09/30/2018 – 06/30/2019	\$ 45,000.00
Period 2	07/01/2019 – 06/30/2020	\$160,000.00
Period 3	07/01/2020 – 06/30/2021	\$180,000.00
Period 4	07/01/2021 – 06/30/2022	\$200,000.00

* Period 1 amount is pro-rated to reflect the additional software added on 9/30/18

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

ADDENDUM #2

STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) Software Updates. Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) Provide Telephone Support, Email Support, Web Support, during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based (www.MyCityworks.com) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

3. CHARGES/FEES

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified. The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

4. MISCELLANEOUS

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

ADDENDUM #3
THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT

If Licensee engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at contracts@cityworks.com.

Third Party Contractor Name (Print)

By: _____
Authorized Signature

Date: _____



1001 Boulders Parkway
Suite 300
Richmond, VA 23225

P 804.200.6500
F 804.560.1016
www.timmons.com

Software Agreement for the Timmons Group PLL Portal

This is a Software Agreement (the "Agreement") dated **8/14/2018** by and between **Timmons Group**, a Virginia corporation having its principal place of business at **1001 Boulders Parkway, Suite 300, Richmond, Virginia 23225** ("TIMMONS GROUP") and **City of Escondido, CA** ("CITY") with an address of **201 North Broadway, Escondido, CA, 92025-2798**.

Software License, Support and Maintenance

Timmons Group agrees to grant the City a perpetual license for the software as more fully described in Appendix A and provide maintenance for said software for a period of one (1) year as provided in this agreement. In addition, Timmons Group agrees to provide the support in the manner provided in Appendix B. The software shall function at the minimum levels provided in Appendix A, and Timmons Group shall warranty the functionality for one (1) year, and for any renewal periods for support and maintenance.

Term. The initial term of this Agreement shall commence 8/14/2018 and shall continue for one (1) year. Thereafter, unless CITY notifies TIMMONS GROUP in writing at least sixty (60) days in advance of each scheduled expiration date that CITY elects not to renew, this Agreement shall automatically renew for a period of twelve months.

Fee

Following are the not to exceed fees for each line item below. The total cost of this agreement shall not exceed \$46,200 without written approval from the City. As the Portal is a software application, the \$35,000 fee will be billed and paid prior to the Portal being deployed into the Client's test environment and exposed to end users for the license in perpetuity. Annual support will be billed monthly as time and material, not to exceed \$11,200 for one (1) year and maintenance of the software will be provide for one (1) year.

- 1. Timmons Group PLL Public Portal Software and Maintenance Cost \$ 35,000.00**
- 2. Annual Support and Maintenance (Beginning after Go-Live) \$11,200.00**

Timmons Group will invoice the City on a monthly Lump Sum by percent complete basis for activities (Configuration, interface with Payment Processing Gateway, Interface with OnBase), subject to approval by the City. Travel and Expenses will be invoiced on a direct costs basis and must be approved by the City in advance.

Assumptions

Timmons Group assumes the following items throughout the development and implementation of the Portal.

1. The City has the necessary IT infrastructure to support the Portal.
2. The City has created an environment that is publicly accessible.
3. The City will maintain the environmental requirements necessary for the operation of the Portal.
4. The City will adequately test the Portal in a timely manner.
5. The City will train and engage with public citizens on the use and functionality of the Portal.
6. The City will engage in a support and maintenance contract with Timmons Group.
7. Any functionality requested that is not listed in Appendix A will be billed at a flat \$140.00 per hour.
8. Maintenance and Support does not include development of new functionality for the Portal.

Dependencies

The success of the Portal is dependent on the following:

1. The City must have an active Cityworks license. The Portal relies on APIs licensed by Cityworks. The City will need to purchase these APIs, including the PLL Public Access API, in order to use the Portal.
2. The City must have and maintain GIS services to be used with the Portal.



1001 Boulders Parkway
 Suite 300
 Richmond, VA 23225

P 804.200.6500
 F 804.560.1016
www.timmons.com

Exclusions

The following are excluded from Timmons Group’s scope of work:

1. Security related to other systems outside the Portal.
2. Consequential damages arising from the Portal implementation.
3. Responsibility for negligent acts by any parties outside of the control of Timmons Group.

Constraints

The following constraints may impede the Portal implementation:

1. Timmons Group did not develop the Cityworks APIs. Any bug found in the Cityworks API may delay development or impact functionality.
2. Timmons Group did not develop Cityworks PLL. Any bug found in Cityworks PLL may delay development or impact functionality.

Schedule and Assumptions

The schedule for implementation is approximately three (3) months from the time Timmons Group receives a formal purchase order from the City. The start of development also depends on the status of the PLL configuration. Development of the Portal should not occur until the configuration of PLL is nearing completion.

Appendix A – TG PLL Portal Core Functionality ID Functionality Definition

1	Account Creation, login and existing account check	The user can login to the Portal with a username and password. If the user does not have a username or password, they can create a new account. Guest Access does not require login credentials but limits functionality within the Portal.
2	Account Modification	The user can modify account information: email, address, phone number, security question, security answer.
3	View Permit Information	The user can view permit information: location, people, tasks, inspection requests, fees, and payments.
4	Schedule Inspection Request	The user can schedule inspection request on inspections where they are the contact, are in an open milestone and available.
5	Apply for a Permit/License	The user can apply for a permit through the Portal. The user is given the option to apply for a child or standalone permit. A child permit will require a parent permit number to link. The user will be given the opportunity to submit the following information: <ul style="list-style-type: none"> • Case Type • Location • People/Contacts • Contractors • Case Data • Attachments
6	View Job Summary	A crystal report defined by Client.
7	Permit/License Payment	The user will be given the option to pay permit fees with Paypal.



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8	Permit/License Application and payment receipt printing	The user will be given the option to print the application information. The user will be given the option to print a receipt after payment.
9	Required Fields	The user will be required to submit any case data items that are required within the configuration of Cityworks PLL.
10	Print Reports	The user will be given the option to print 2 custom reports identified by the City.
11	Review Open/Incomplete	The user can view open permits where they are a contact. The user can view incomplete applications that they have started in the Portal but not yet configured.
12	Guest User Access	The user can access the portal as a Guest requiring no login credentials. Portal functionality is limited.
13	Disclaimer	The user will be shown a disclaimer and are required to accept the disclaimer before they may submit a permit.
14	Search	The user can search for permit information by Permit Number, Name of people, contractor license number, Permit location or permit type.

Appendix B – Support and Maintenance

This software support agreement is for the following software, (the “Software”) in this agreement:

Timmons Group PLL Public Portal for Cityworks PLL

Maintenance

Timmons Group shall provide annual maintenance of Timmons Group PLL Public Portal for Cityworks PLL, which shall include, but is not limited to, the following for the duration of the Agreement and any subsequent renewals:

1. Correction of any defect in the Software program that materially and adversely affects the use of the Software;
2. Delivery of bug fixes or workarounds limited to the current or immediate prior Software release;
3. Use of upgrade Software releases, as deemed appropriate by TIMMONS GROUP; and
4. Any other maintenance related to the Software that is required for the continued feasibility and use of the Software in accordance with Appendix A.

Scope of Use

The City may use the Software as implemented and configured by Timmons Group to serve the functions outlined in Appendix A in a production environment and test environment.

Support duration is for one (1) year/s.

The following are the terms and conditions under which CONSULTANT provides Support (the “Support”) for the Software indicated above.

Support

Hours of Support Availability. Payment of the standard Support Charges (as defined in Section 5) entitles CITY to Support during the Principal Period of Maintenance (“PPM”). The PPM is a ten hour continuous daily time period between the hours of 8:00 AM and 6:00 PM, EST, Monday through Friday, excluding holidays or such holidays as observed locally by TIMMONS GROUP. All Support subsequently added shall have the same PPM.



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Scope of Support. Support includes the response to and resolution of CITY-encountered problems with the Software as reported to TIMMONS GROUP by CITY. Resolution of CITY-encountered problems shall consist of support provided through electronic or telephonic support. TIMMONS GROUP will use commercially reasonable efforts to respond to CITY requests according to the priority level of the request described in the Customer Support Order Form. TIMMONS GROUP will resolve the CITY'S request as described in the Customer Support Order Form. Any rendering of supplemental Support by TIMMONS GROUP that is unrelated to problems with the Software, including extended coverage, support, workarounds, or fixes that exceed the allotted monthly limit of hours, and consulting will be performed at TIMMONS GROUP'S discretion upon receipt of a Work Order or appropriate payment, and, if performed, will be charged to CITY at current prices and terms then in effect. The CITY will be proactively informed if the supplemental maintenance described above will exceed the Not to Exceed (NTE) amount described below and have an opportunity to decline the supplemental maintenance.

Support Limitations. Any Support is dependent upon the use by CITY of unmodified Software (except as authorized by TIMMONS GROUP pursuant to a Professional Services Agreement) operated in accordance with TIMMONS GROUP'S documentation.

CUSTOMER'S Responsibilities.

CITY is responsible for performing data and software back-ups in accordance with published documentation. CITY shall notify TIMMONS GROUP of any CITY failure and shall allow TIMMONS GROUP reasonable access to the Software for performing Support. CITY must provide TIMMONS GROUP with secure access to the Software to perform remote support.

CITY will designate no more than three (3) Authorized Contacts as trained System Administrators trained in the server architecture / environment, database, and supporting products installed, and familiar with the TIMMONS GROUP tools and applications purchased by the CITY. Support requests must be placed to TIMMONS GROUP by an Authorized CITY contact.

CITY will contact TIMMONS GROUP through the Timmons GIS Support Portal.

Limit of Liability. TIMMONS GROUP will not be responsible to CITY for loss of use of the Software or data or for any other liabilities arising from the use, alterations, additions, adjustments or repairs which are made to the Software by third parties other than authorized representatives of TIMMONS GROUP, or at the direction of CITY.

Support Fees

Definition. "Support Fees" are the total annual charges for the Support Program set forth on the Order Form. After the initial term and upon forty-five (45) days written notice, TIMMONS GROUP may change its Support Charges then in effect. If the Support Charges are increased, CITY may terminate Support as of the effective date of such increase, upon thirty (30) days written notice to TIMMONS GROUP. If CITY does not terminate Support as provided for herein, the new Support Charge shall become effective on the date specified in the notice.

Fees. CUSTOMER agrees to pay those fees specified herein.

The fee of eleven thousand and two hundred dollars (\$11,200) per year includes maintenance costs and eighty (80) hours of support at a billing rate of \$140 per hour. If onsite support is required, then travel and lodging costs will be charged separately with prior written approval from the City. If onsite support is required, travel will be billed at cost.



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Invoices. Support Charges will be invoiced as used. CITY shall pay all invoices in full within thirty (30) days of receipt of the invoice. All amounts payable under this Software Support Agreement shall be paid in United States Dollars.

Default. CITY will be in default if amounts due within forty-five (45) days after receipt of invoice have not been paid or CITY fails to perform any of its obligations hereunder. CITY'S default will constitute sufficient cause for TIMMONS GROUP to suspend or terminate Support under this Software Support Agreement.

By executing this agreement, Customer acknowledges that it has reviewed the terms and conditions listed above agrees to be legally bound by each such agreement.

Customer, by its signature, acknowledges that this agreement contains certain limitations of liability and certain warranty disclaimers.

Timmons Group

By _____

(Type or print name)

(Signature)

Title

Date

City of Escondido, CA

By _____

(Type or print name)

(Signature)

Title

Date

MASTER SERVICES AND SALES AGREEMENT

This MASTER SERVICES AND SALES AGREEMENT (“Agreement”) is made and entered into this 22nd day of August, 2018 (“Effective Date”) by and between Konica Minolta Business Solutions U.S.A., Inc., a New York corporation with a principal place of business at 100 Williams Drive, Ramsey, NJ 07446 (“KMBS”) and City of Escondido, a California Municipal entity with a principal place of business at 201 North Broadway, Escondido CA 92025 (“Client”). KMBS and Client are collectively referred to hereinafter as the “Parties” or individually, a “Party.”

Recitals

WHEREAS, KMBS is an Enterprise Content Management firm in the business of providing document imaging systems and document management systems, support and related services; and

WHEREAS, KMBS is to perform and provide services described below to support Client’s document imaging needs, document management systems and support; and

WHEREAS, Client seeks to utilize KMBS’s services for its business with respect to such document imaging needs and document management systems and support;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Services Provided.

(a) KMBS agrees to perform the services, sell, license and install the hardware and software, and develop document imaging and management systems and deliver support (collectively, the “Services”), as more fully described in Schedules A and B, and in each statement of work (“SOW”) issued hereunder (collectively, the “Contract Documents”). The scope and particulars of the Services may be changed from time to time by written agreement signed by the Parties (“Change Order”), each of which shall be attached to and made a part of this Agreement. If Client requires additional support for the Services, such support shall be provided under the terms of the Technical Support Request and Escalation Procedures (Exhibit A hereto).

(b) Schedule B sets forth the software maintenance provided by KMBS with respect to the various software licensed under the Agreement. Upon subscription by Client of software maintenance with respect to a particular licensed software (an “Assured Licensed Software”), and so long as Client is not in default under the payment terms applicable to Schedules A or B, or the applicable SOW, KMBS shall provide technical support with respect to an Assured Licensed Software during the hours of 9:00 AM and 8:00 PM Eastern Time on Business Days (defined as Monday through Friday, excluding bank holidays). Technical support shall consist of telephone or email response to Client within four (4) business hours of Client’s request. If Client requires technical support outside Business Hours, such services shall be performed at KMBS’s hourly rates provided in the Technical Support Request and Escalation Procedures (Exhibit A hereto). The services provided with respect to an Assured Licensed Software shall only be for the currently released version of such Assured Licensed Software or a previously released version if such version’s number starts with the same whole number or one whole number less than the currently released version (e.g., if the currently released version of an Assured Licensed Software is 5.1, then KMBS shall only provide software maintenance services with respect to versions released between versions 4.0 and 5.1).

(c) If KMBS provides any coding or configuration with respect to the implementation of any software under this Agreement as “work-for-hire,” KMBS shall transfer to Client any documentation, information and source code related to such implementation.

2. Term. The term of this Agreement shall commence on the Effective Date and continue until the Services have been completed (“Term”), unless earlier terminated pursuant to Section 5 or as otherwise agreed to by the Parties in writing. Technical support services shall continue as long as Client subscribes to the software maintenance services provided in Schedule B.

3. Fees and Costs.

(a) Client agrees to pay to KMBS as the total fees and costs for the Services the amounts set forth in Schedules A and B, and in each SOW issued hereunder, and in any Change Order, in accordance with the payment terms contained therein.

(b) Amounts due thereunder shall be increased by sales, use, excise or similar taxes applicable to the Services, which shall be the responsibility of Client. Proof of tax-exempt status shall be on file with KMBS in advance in order to treat any performance of Services as a tax exempt transaction.

(c) If Client cancels any scheduled appointments or service delivery date less than five (5) business days prior to the scheduled date, Client shall pay twenty-five percent (25%) of KMBS’s prevailing per diem labor rate for the affected Company personnel.

4. Payments. Unless otherwise specified in a Schedule, invoices are payable Net 30 days from date of invoice. Any undisputed invoice not paid by the due date shall be subject to a monthly finance charge of 1.5%. KMBS shall be entitled to the costs of collecting any undisputed past due amount, including reasonable attorneys’ fees. All checks returned for insufficient funds shall be repaid with certified check and shall include bank fees.

5. Termination.

(a) Either Party may terminate this Agreement without cause by giving the other party at least ninety (90) days’ notice.

(b) Either Party may terminate this Agreement if the other Party fails to cure a breach of any term or condition stated herein within thirty (30) days of written notice of such breach.

(c) Upon the expiration or termination of this Agreement for any reason, all amounts not disputed in good faith that are owed by Client under any SOW for work performed prior to the date of such expiration or termination shall be immediately due and payable.

(d) Without waiver of its rights under Section 5(a) or any other legal or equitable remedies to which it may be entitled, KMBS may, in lieu of termination, elect to suspend performance of the Services, in which event the due date of any of KMBS’s invoices shall be accelerated so that they become due and payable immediately.

6. Client Obligations.

(a) Client shall accurately and in a timely manner (i) deliver any and all necessary information required for the performance of the Services which are requested by KMBS and (ii) generally cooperate with KMBS in the delivery of the Services. KMBS shall be given sufficient time to complete the performance of any of its obligations which are dependent upon the prior performance by Client of a Client task or obligation.

(b) With respect to an Assured Licensed Software, Client shall (i) provide KMBS with remote access to a designated Central Processing Unit so that KMBS may provide remote support services via a secure connection; and (ii) appoint one person within Client’s organization who is familiar

with such Assured Licensed Software and all modification, customizations or extensions thereto, and who has access to all source codes related to such Assured Licensed Software, to serve as the primary contact person and to receive telephone or email instructions from KMBS.

(c) Client understands and agrees that compliance with all of the obligations set forth in this Section 6 is key to the successful delivery and completion of the Services. Failure to comply may result in delays and require the purchase of additional Services outside the scope of the Schedules.

7. Independent Contractor Status. The Parties shall at all times be independent contractors. Nothing in this Agreement shall be construed to create a relationship of partnership, joint venture, employment, franchise or agency between the Parties. Neither Party shall have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

8. Intellectual Property.

(a) Each Party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in the Contract Documents shall be construed to give either Party any right to the other Party's property absent an express grant of such right in said Contract Documents.

(b) All Client data inserted by KMBS into any software or custom-developed application for purposes of providing Services under this Agreement shall remain the sole property of Client; provided, that such software or custom-developed application shall remain the property of the software maker or the application developer, as the case may be. Client may use such software or application in accordance with the terms of this Agreement and the End User License Agreement applicable to the software or application.

(c) KMBS hereby represents and warrants that it has obtained all licenses necessary to use and sub-license third-party intellectual property for purposes of this Agreement.

9. Other Clients of KMBS. Client acknowledges and agrees that KMBS is in the business of developing document imaging and document management systems, and that KMBS shall have the right to provide to third parties services which are the same as or similar to the Services.

10. Confidentiality and Nonsolicitation.

(a) "Confidential Information" shall mean any information relating to or disclosed during the course of performance of this Agreement, whether in tangible form or otherwise, which is either marked as "CONFIDENTIAL" or "PROPRIETARY" by the disclosing party or should be reasonably understood by the receiving party to be proprietary to the disclosing party. Confidential Information shall not include any information which is or becomes generally available to the public in the absence of a breach of this Agreement; is in possession of a party prior to its disclosure by the other party; or becomes available from a third party not in breach of any obligations of confidentiality to the disclosing party. Each party acknowledges that it may receive Confidential Information of the other party relating to its technical, marketing, product or business affairs. Each party shall hold Confidential Information in strict confidence and shall not disclose or use it without the express written consent of the other party, except as required by law, or as otherwise contemplated in this Agreement.

(b) The Parties covenant and agree that during the Term of this Agreement, and for twelve (12) months thereafter, neither Party shall retain the services (whether as an employee, independent contractor or otherwise) of any employee of the other Party (or ex-employee within six (6) months of the employee's termination of employment). The Parties agree that any breach of the foregoing covenant would result in harm to the non-breaching party and that the amount of legal damages would be difficult to determine. Accordingly, the Parties agree that for each such employee or ex-employee retained in violation of this Section 10(b), the party in breach shall pay to the non-breaching party the sum of Fifty

Thousand Dollars (\$50,000) as liquidated damages. The Parties agree that such liquidated damages shall constitute a reasonable estimate of the damages that would accrue to the non-breaching party and do not constitute a penalty. This Section 10(b) shall not apply to individuals who respond to a general advertisement of employment on their own sole initiative without any direct or indirect solicitation or inducement by a party.

11. Provisions Applicable to Materials.

(a) As used herein the term “Materials” shall mean any hardware or software to be delivered to Client under any of the Schedules. KMBS may, with prior written consent from Client, which consent shall not be unreasonably withheld, substitute any of the Materials specified in a Schedule with similar products, so long as the system configuration is not materially changed in respect to functionality or performance. Title to the Materials sold hereunder shall pass to Client upon completion of the Services; provided, however, that title to software or custom-developed applications licensed and not sold to Client shall be and remain the property of the respective licensors thereof. Client shall not purchase any Materials for resale. Client shall execute, if necessary, and be bound by the terms of the applicable Software End-User License Agreement (Exhibit B hereto).

(b) Client shall have sole responsibility to prepare a location for the installation and operation of the Materials, which location shall comply with the manufacturer’s recommended environmental and electrical specifications applicable to the hardware (including the media on which any software may reside), and to maintain compliance with such specifications.

(c) KMBS shall not be responsible for damage caused by third-party contractors hired by Client or problems that arise from the workmanship of such contractors, including, but not limited to, electrical faults, heating, ventilating and air conditioning problems and construction/renovation problems.

(d) Client accepts responsibility to provide protection against interruption of the operation of the Materials or damage to hardware, software or data related to or caused by electrical power fluctuations, power failures or static electricity.

(e) Client shall be responsible for the proper maintenance, use and operation of the Materials and for compliance with all applicable laws and regulations in the jurisdiction where the Materials are used. KMBS shall comply with all license requirements of the Materials and shall install the Materials according to such licenses only. Updates, upgrades or other enhancements which are provided by the manufacturer of the Materials shall not be the responsibility of KMBS. Unless specifically agreed to by the Parties, KMBS shall not be responsible for the installation of any network and electrical cabling and connectors required for operation and installation of the hardware and software. KMBS shall inform Client in advance of any special wiring or cabling required.

12. Limited Warranty. KMBS warrants that all Services shall be performed in a professional manner in accordance with generally applicable industry standards and as described in the Schedules. KMBS shall have no obligation with respect to a warranty claim (i) if notified of such claim more than thirty (30) days after the Services in question were first performed or (ii) if the claim is the result of third-party hardware or software failures, or the actions of Client or a third party. THIS SECTION 12 SETS FORTH THE ONLY WARRANTIES MADE BY KMBS. KMBS HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALL SOFTWARE AND HARDWARE PROVIDED OR INSTALLED BY KMBS ARE SUBJECT EXCLUSIVELY TO THE RESPECTIVE MANUFACTURER’S WARRANTY.

13. Limitations of Liability.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. KMBS SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF THE USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

(B) EXCEPT FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, KMBS' TOTAL LIABILITY TO CLIENT ARISING OUT OF SERVICES PERFORMED UNDER THE CONTRACT DOCUMENTS, REGARDLESS OF THE LEGAL THEORY UPON WHICH SUCH LIABILITY MAY BE BASED, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL PAYMENTS MADE BY CLIENT TO KMBS FOR THE SERVICES IN QUESTION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

14. Assignment. The Contract Documents may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this Section 14 shall be void.

15. Disputes; Governing Law; Arbitration; Attorney's Fees. New York law, without regard to its conflict of laws principles, shall govern and enforce the Contract Documents. Any legal action between the Parties arising out of or related to the Contract Documents shall be adjudicated by binding arbitration by JAMS, Inc. in New York, NY in accordance with its Expedited Arbitration Procedures. The prevailing party in any such action shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled. No legal action, regardless of form, may be brought by either Party against the other more than one (1) year after the cause of action has arisen.

16. Complete Understanding Modification. The Contract Documents shall constitute the full and complete understanding and agreement between the Parties regarding the subject matter thereof and shall supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained therein. Any waiver, modification or amendment of any provision of the Contract Documents shall be effective only if in writing and signed by both Parties.

17. Counterparts. This Agreement may be executed in any number of counterparts and each fully executed counterpart shall be deemed an original. The Parties agree (i) that facsimile or electronic signature shall be accepted as original signatures and (ii) that the Contract Documents may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. In any legal proceeding relating to the Contract Documents, the Parties waive their respective right to raise any defense based on the execution of this Agreement in counterparts or the delivery of such executed counterparts by copy, facsimile, or electronic delivery.

18. Waiver and Severability. Waiver or failure by either Party to exercise any right or obligation provided for in the Contract Documents shall not be deemed a waiver of any further right or obligation thereunder. If any provision of the Contract Documents is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Contract Documents shall continue in full force and effect.

19. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under the Contract Documents (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, fire, floods, earthquakes or other natural disasters and power outages, insofar as such an event prevents or delays the affected party from fulfilling its obligations, such party is not able to prevent or remove the force majeure at reasonable cost and such party resumes performance hereunder as soon as possible.

20. Compliance with Laws. Each Party shall, at its own cost and expense, comply fully with all laws, statutes, administrative orders, or regulations applicable to the Services, including regulations of the U.S. Department of Commerce and the U.S. Export Administration Act to assure that the Services, including any deliverables, are not exported in violation of U.S. law.

21. Notices. Any notice or communication required or permitted to be given under the Contracts Documents shall be in writing to the notice addresses set forth below and shall be deemed given when any one of the following delivery methods is completed: (i) upon receipt if by personal delivery (ii) by electronic mail to primary point of contact with subsequent written letter sent by U.S. mail or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

IN WITNESS WHEREOF, this Agreement is executed by an authorized representative of each Party as of the Effective Date written above.

Company: KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

By: _____

Bryan Christie

Title: President, BIS-ECM

Date: _____

Client: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Software

The software listed in Table A-1 requires payment of a 50% deposit at contract signing, with the balance due Net 30 days from delivery. Prices do not include any applicable state or local taxes.

Table A-1

Product Name	Code	License Fee	Qty	Extended Price
Local Government Licensing Bundle	GV-B-LOCAL	16,000.00	1	16,000.00
Document Import Processor	DPIPW1	5,000.00	1	5,000.00
Single Sign-On for Microsoft Active Directory Service	SNIP1	-	1	0.00
Local Government Production Document Imaging (Kofax or TWAIN)	GV-B-MU2-DIIPW1	2,000.00	1	2,000.00
Local Government Production Document Imaging (Kofax or TWAIN)	GV-B-MU2-DIIPW2	800.00	1	800.00
Local Government Integration for Azteca Cityworks	GV-B-MU2-ACWIPI1	6,000.00	1	6,000.00
Integration for ESRI	EGIPI1	10,000.00	1	10,000.00
Local Government Concurrent Client	GV-B-MU2-CTIPC1	650.00	7	4,550.00
Local Government Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	1,000.00	2	2,000.00
Local Government Named User Client	GV-B-MU2-CTIPN1	400.00	2	800.00
Local Government Plan Review Concurrent Client	GV-B-MU2-OPRIPC1	3,000.00	7	21,000.00
Local Government Plan Review Named User Client	GV-B-MU2-OPRIPN1	1,750.00	3	5,250.00
OnBase Plan Review	OPRIPI1	7,500.00	1	7,500.00
Totals				\$80,900.00

Updates and Version Upgrades: As long as Client is current in its annual subscription of the Software maintenance services in Schedule B and is not in default under the Agreement, Client shall be entitled all version releases and upgrades as released at no additional charge. If Client desire KMBS to implement the releases or upgrade, additional changes will apply.

SCHEDULE B

Software Maintenance

The services listed in Table B-1 require payment of a 50% deposit at contract signing, with the balance due Net 30 from delivery. Maintenance start date will be 90 days from initial date of software delivery.

Prices do not include applicable state and local taxes.

Table B-1

Product Name	Code	Qty	Extended Maintenance
Local Government Licensing Bundle	GV-B-LOCAL	1	3,200.00
Document Import Processor	DPIPW1	1	1,000.00
Single Sign-On for Microsoft Active Directory Service	SNIP1	1	0.00
Local Government Production Document Imaging (Kofax or TWAIN)	GV-B-MU2-DIIPW1	1	400.00
Local Government Production Document Imaging (Kofax or TWAIN)	GV-B-MU2-DIIPW2	1	160.00
Local Government Integration for Azteca Cityworks	GV-B-MU2-ACWIPI1	1	1,200.00
Integration for ESRI	EGIP1	1	2,000.00
Local Government Concurrent Client	GV-B-MU2-CTIPC1	7	910.00
Local Government Workflow Concurrent Client SL	GV-B-MU2-WLIPC1	2	400.00
Local Government Named User Client	GV-B-MU2-CTIPN1	2	160.00
Local Government Plan Review Concurrent Client	GV-B-MU2-OPRIPC1	7	4,200.00
Local Government Plan Review Named User Client	GV-B-MU2-OPRIPN1	3	1,050.00
OnBase Plan Review	OPRIP1	1	1,500.00
Total:			\$16,180.00

STATEMENT OF WORK

SOW No.: RFP# 19-03

Date: August 22, 2018

Project Description: City Of Escondido, Ca, Comprehensive Cityworks PLL Project

This SOW is referenced based on deliverables defined in RFP# 19-03 and is made by and between Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") and City of Escondido ("Client").

This SOW is an addendum to the Master Sales and Services Agreement ("MSA") dated August 22, 2018 and is governed by the terms of the MSA unless otherwise stated in this SOW. In the event of a conflict between the MSA and this SOW, the terms of this SOW shall control but only with respect to this particular SOW.

Accepted and agreed to by the authorized representative of each party.

CLIENT: _____

KMBS

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

Technical Support Request and Escalation Procedures

KMBS's technical support philosophy is one that strives to provide your organization with the support services you need to maximize the benefits of your overall solution purchase. KMBS's support programs are designed to ensure your needs are met in a timely and efficient manner.

Technical Support Offerings

Standard Software Assurance

The scope and content of KMBS's Standard Technical Support herein is limited to regular business hours and is defined as 9:00 am – 8:00 pm ET, and to Software Licenses purchased from KMBS that are currently covered by Annual Software Assurance. Standard Software Assurance ensures that KMBS will provide a known solution, or possible set of solutions, to a reported problem using an existing software patch or a known configuration setting when available. If such a solution is not available, KMBS will work with Client to escalate such issues to the manufacturer of the software.

Call Procedures:

Technical support is initiated by a telephone call to (800) 811-4071 or e-mail to ecm.support@kmb.konicaminolta.us. At the time of the initial contact, the requestor should be prepared to provide KMBS with a reproducible test error of the problem (i.e., the information, samples and procedure that will produce the observed failure when followed by our support team.) The Technical Support Engineer will handle the first call and gather initial information about the problem. After gathering initial information, the Engineer may provide a known solution if one is available. Depending on the severity classification of the problem, further escalation to a senior support level or to the respective manufacturer of the software may be required. Non-critical support issues may also be placed outside of normal business hours via email to ecm.support@kmb.konicaminolta.us.

Response Timeframes: Response time is determined *only* after the problem has been properly received through KMBS's error reporting procedure and categorized into one of three levels:

Level I: Complete system failure and/or critical business function failure shall dictate a response time within one (1) working hour.

Level II: No system failure, but Client's users are unable to access or execute critical system functions. KMBS will respond to Client within four (4) working hours and use best efforts to restore.

Level III: Application not performing per documentation, but Client's users can perform basic job functions with alternate procedures. KMBS will respond within one (1) working day and will provide fixes within a reasonable time and will inform Client when fixes will be provided.

EXHIBIT B

Software EULA - starts on following page

OnBase® End User License Agreement
IMPORTANT- READ CAREFULLY

This OnBase® End User License Agreement (“EULA”) is made between Hyland Software, Inc. (“Hyland”), 28500 Clemens Road, Westlake, Ohio 44145 USA, an Ohio corporation, and the person or entity (“User”) that has submitted to Hyland or an applicable Hyland authorized solution provider written purchase orders that have been accepted by Hyland or such solution provider for OnBase® Information Management System software, including, in each case, third party software bundled by Hyland as part of a unified product (“Software”), that has paid the applicable Software license fees for such Software and that has agreed to the terms of this EULA by clicking the “I ACCEPT THE AGREEMENT” option that appears at the bottom of this screen. Unless Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, BY CLICKING ON THE “I ACCEPT THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN, USER AGREES TO BE BOUND BY THE TERMS OF THIS EULA. IF USER IS NOT WILLING TO BE BOUND BY THESE TERMS, USER SHOULD CLICK ON THE “I DECLINE THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN. If Hyland and User have executed and delivered another OnBase® End User License Agreement or document of similar import with respect to the Software, this EULA shall have no force or effect and the terms and conditions of such other OnBase® End User License Agreement or document of similar import shall govern.

REPRESENTATION AND WARRANTY REGARDING AUTHORITY: BY CLICKING THE “I ACCEPT THE AGREEMENT” OPTION AT THE BOTTOM OF THIS SCREEN, USER REPRESENTS AND WARRANTS THAT THE PERSON THAT HAS CLICKED THE “I ACCEPT THE AGREEMENT” OPTION HAS ALL REQUISITE POWER AND AUTHORITY, FOR AND ON BEHALF OF USER, TO TAKE SUCH ACTION AND TO BIND USER TO SUCH ACCEPTANCE AND TO THE TERMS AND CONDITIONS OF THIS EULA.

1. LICENSE:

- (a) Subject to payment in full of the Software license fees, Hyland grants to User a perpetual (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by: (i) User internally, and only for capturing, storing, processing and accessing User’s own data; and (ii) subject to Section 1(l) below, by a third party contractor retained by User as a provider of services to User (“Contractor”), but only by the Contractor for capturing, storing, processing and accessing User’s own data in fulfillment of the Contractor’s contractual obligations as a service provider to User. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA. The Software includes all “Upgrades or Enhancements” to the Software that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland or Hyland’s authorized solution provider. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1(l) below.
- (b) User acknowledges that each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and that the Software may control such use. Software products that are volume-based may: (i) no longer function if applicable volume limits have been exceeded; or (ii) include functionality which monitors or tracks User’s usage and reports that usage. Upon reasonable notice to User, Hyland shall be permitted access to User’s Software system to measure User’s volume usage of such Software. User acknowledges and agrees that additional fees may apply based on User’s volume usage. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or the Software API modules to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User’s use of such other software and User has paid to Hyland the Software license fees with respect to such access to the Software or data stored in the Software database in accordance with Hyland’s licensing policies applicable to the Software modules that provide access to the Software application modules and data stored in the Software database.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed and one (1) additional copy of the Software licensed in User’s production system for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. In addition, User shall be entitled to license a reasonable number of copies of the Software licensed in User’s production system to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this Agreement, and training User’s employees on the Software

("Test Systems"). User may be required to provide to Hyland certain information relating to User's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NON-PRODUCTION SYSTEM AND HYLAND PROVIDES THAT SOFTWARE "AS IS." User's sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to Hyland. User shall not make additional copies of the Software not specifically authorized by this paragraph (c).

- (d) User agrees: (1) not to remove any Hyland notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) "Beta Software" means either: (1) a complete new version of the Software which is a pre-release version only, is still undergoing development and testing at Hyland and is not a Hyland commercially released product; or (2) a potential new Software module which is included in a commercially-released version of the Software, but which is not available for commercial licensing by User or Hyland's other customers generally and is still undergoing development and testing at Hyland. From time to time Hyland may make Beta Software available for User's use in the Test Systems; and User may elect to license and use the Beta Software in the Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Beta Software, User acknowledges and agrees that all Beta Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Beta Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) ten (10) days after the date of delivery by either party to the other party of written notice of termination of the beta testing period for such Beta Software; or (2) the date of Hyland's commercial release of the final version of such Beta Software for licensing to its end users generally. Upon expiration or other termination of such period, User immediately shall discontinue any and all of use of the Beta Software and related documentation and remove or permit Hyland to deactivate the Beta Software. The expiration or termination of this EULA as to any Beta Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (f) From time to time User may elect to evaluate certain OnBase Information Management System software modules that it has not licensed and does not currently use in its production environment ("Evaluation Software"), for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in User's Test Systems. Except for the provisions of Section 4(a), (b) and (c) and Section 6 of this EULA, which shall not apply with respect to any Evaluation Software, User acknowledges and agrees that all Evaluation Software delivered in accordance with this paragraph shall be considered to be "Software" for all purposes of this EULA. Notwithstanding anything to the contrary, as to any Evaluation Software, this EULA and the limited license granted hereby will terminate on the earliest of: (1) thirty (30) days after the date such Software is activated for use in User's Test Systems; or (2) immediately upon the delivery of written notice to such effect by Hyland to User. Upon expiration or other termination of such period, User immediately shall either (A) discontinue any and all of use of the Evaluation Software and related documentation and remove or permit Hyland to deactivate the Evaluation Software; or (B) deliver payment in full of the Software license fees that have been agreed upon for such Software to Hyland (if User purchases licenses for Software directly from Hyland) or to Hyland's authorized solution provider (if User purchases licenses for Software through such authorized solution provider), and confirm in writing to Hyland that such Evaluation Software is added as additional Software licensed for User's use in its production environment and (and other permitted environments) under this EULA. The termination of this EULA as to any Evaluation Software shall not affect the continuation of this EULA as to any other Software that has been licensed and is in use by User in accordance with the terms of this EULA.
- (g) Upon expiration or other termination of any period of use of any Beta Software or of any Evaluation Software that User elects not to purchase a license to for use in User's production environment under this EULA, User agrees that it will provide to Hyland remote access to User's systems on which such Beta Software or such Evaluation Software is installed for the limited purpose of permitting Hyland to deactivate such Beta Software or such Evaluation Software.
- (h) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of Hyland; provided that Hyland agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.
- (i) The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. That third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is

provided in the Software) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User's user in the software, and this EULA will not govern such use.

- (j) If applicable, Software also includes all adapters created by Hyland and provided to you by Hyland or a Hyland authorized solution provider as part of an integration between the Software and a third party line of business application ("Integration Code"). Such Integration Code may only be used in combination with the Software and in accordance with the terms of this EULA.
 - (k) The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by User of the preceding sentence ("Unauthorized Contractor")), User agrees to indemnify Hyland from and against all claims, liabilities, losses, damages and costs, including, but not limited to, reasonable attorneys' fees and court costs, suffered or incurred by Hyland to the extent arising from breach by such Contractor of any provision of the Agreement, and in the case of an Unauthorized Contractor, any obligation to which such Unauthorized Contractor would have been subject had it signed the Contractor Use Agreement.
 - (l) The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use." User agrees to indemnify and hold harmless Hyland from any third-party claim arising out of User's use of the Software in connection with any High Risk Use.
 - (m) Upon reasonable notice to User, Hyland shall be permitted access to User's Software system solely to audit User's use of the Software in order to determine User's compliance with the licensing and pricing terms of this EULA. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.
 - (n) The Medical Imaging Viewer Powered by Agfa Software module can provide an optional lossy compression algorithm for the permanent long-term archive. Responsibility for any decision by User to implement lossy compression (as opposed to lossless compression, which is the default) and or the deletion of the original data file will lie solely with the User. User acknowledges that lossy compression is irreversible and will result in the permanent destruction of image data and a loss of image quality. User also acknowledges that any decision as to the suitability of lossy compression for a particular image type or class of images lies solely with the User.
2. **OWNERSHIP:** Hyland and its direct and indirect suppliers own the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.
3. **INSTALLATION; DELIVERY OF HASPS AND CDS:** User may retain Hyland or the Hyland authorized solution provider through which User orders the Software to provide installation services pursuant to the terms of a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed

software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, Hyland warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the earlier of: (1) the date that license codes or a certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by Hyland, Hyland warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.
- (c) Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: provided that, within the applicable 60-day period, User notifies Hyland in writing of the non-conformity, Hyland will either (1) repair or replace the non-conforming media or Software, which in the case of the Software may include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if Hyland determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, Hyland will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.
- (d) HYLAND AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. HYLAND AND SUCH SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. HYLAND AND ITS SUPPLIERS DO NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.
- (e) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer.
- (f) **Australian Consumer Law for Users in Australia.** The following language applies only if the purchase of the goods (the Software licenses) by User falls under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010):

The warranties provided by Hyland above are in addition to other rights and remedies of User under the Australian Consumer Law and nothing in the above warranty or disclaimers is intended to limit these rights and remedies which cannot be excluded under the Australian Consumer Law. The goods come with guarantees that cannot be excluded under the Australian Consumer Law. User is entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. User is also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and failure does not amount to a major failure.

If User believes that it has an alleged non-conformance of warranty claim, such claim needs to be made within the applicable sixty (60) day warranty period and should be made to the warranty provider, Hyland, as follows: (1) in writing to Hyland at the following address: Attn: Legal Department, Hyland Software, Inc. 28500 Clemens Road, Westlake, Ohio 44145 (USA); or (2) in writing via email to Hyland at australianconsumerlaw@hyland.com.

User will bear the expense of making a warranty claim under this Section.

If the purchase of the goods by User does not fall under the Australian Consumer Law, this Section 4(f) shall not apply and the warranty and disclaimer otherwise stated in Sections 4(a)-4(e) of this EULA shall control.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO HYLAND OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

6. MAINTENANCE: Maintenance and technical support of the Software may be available for purchase by User from Hyland or the Hyland authorized solution provider through which User has ordered the Software pursuant to the terms of a separate Software Maintenance Agreement.

7. TERMINATION: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and Hyland may terminate this EULA immediately upon written notice to such effect to User), Hyland may terminate this EULA if User breaches or fails to comply with any provision of this EULA and Hyland first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within thirty (30) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including but not limited to as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation and any HASPs to Hyland, or (2) with the prior permission of Hyland, destroy the Software, Documentation and any HASPs and certify in writing to Hyland that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties, confidentiality obligations, and limitations of liability set forth in this EULA shall survive any termination.

8. SEVERABILITY: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. NOTICE: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, or by prepaid commercial overnight courier. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail or with the commercial overnight courier.

10. GOVERNING LAW; JURISDICTION: The laws of the State of Ohio shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended, shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of Ohio USA, in the County of Cuyahoga, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names Hyland as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve Hyland's objectives of this provision.

11. ENTIRE AGREEMENT: This EULA constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the

additional terms contained in any invoice delivered by Hyland or its authorized solution provider, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

- 12. U.S. GOVERNMENT END USERS:** The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.
- 13. EXPORT:** The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.
- 14. THIRD PARTIES:** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.
- 15. CONFIDENTIAL INFORMATION.**

 - (a) "Confidential Information" shall be such information that is marked "Proprietary" or "Confidential," that is known by User to be confidential or that is of such a nature as customarily would be confidential between business parties, except as provided in the next sentence. Confidential Information shall not include information that: (a) is or becomes generally known to the public without breach of this Agreement by User, or (b) is demonstrated by User to have been in User's possession prior to its disclosure by Hyland, or (c) is received by User from a third party that is not bound by restrictions, obligations or duties of non-disclosure to Hyland, or (d) is demonstrated by User to have been independently developed by User without breach of its obligations.
 - (b) User shall at all times maintain the confidentiality of Hyland's Confidential Information, using the same degree of care that User uses to protect its own confidential information, but in any event not less than reasonable care; and shall not use (except in performance of this EULA) or disclose to any third party any such Confidential Information, except as may be required by law or court order. User shall be liable and responsible for any breach of this Section 15 committed by any of User's employees, agents, consultants, contractors or representatives.



CITY COUNCIL STAFF REPORT

Consent Item No. 6

August 22, 2018

File No. 0600-10, A-3262

SUBJECT: Kit Carson Park Wetland Permits Mitigation Areas Consultant Bid Award

DEPARTMENT: Utilities Department, Environmental Programs Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-136, authorizing the Mayor and the City Clerk to execute a Consulting Agreement with Habitat West, Inc. in the amount of \$147,541 for management of the Kit Carson Park Wetland Permits Mitigation Areas Project.

FISCAL ANALYSIS:

Funding for this agreement is available in the Wastewater Enterprise Fund, Permitted Channel Maintenance Capital Improvement Project No. 807502.

PREVIOUS ACTION:

On August 15, 2012, the City Council adopted Resolution No. 2012-135, authorizing the Mayor and City Clerk to execute a Public Improvement Agreement with Southland Paving, Inc. for the installation of the wetland mitigation area for Escondido Sewer Outfall Maintenance Regional General Permit (RGP 87).

On January 14, 2015, the City Council adopted Resolution No. 2015-11, authorizing the Mayor and City Clerk to execute a Consulting Agreement with AECOM for the installation of the wetland mitigation area for Escondido Channel Maintenance (RGP 94).

BACKGROUND:

The City of Escondido Utilities Department manages two adjacent wetland mitigation areas, totaling 7.64 acres of habitat (Attachment 1), near Eagle Scout Lake in Kit Carson Park. The first mitigation parcel was installed in 2012, as required mitigation for maintenance work along the sewer outfall that runs along parts of Escondido Creek and continues to San Elijo Lagoon (Regional General Permit, RGP 87). The second mitigation parcel was installed in 2017, as required mitigation for drainage channel maintenance activities (RGP 94 and Spruce Street Channel). These City projects to maintain the sewer outfall and the drainage channel could not be undertaken without mitigating for the impacts they have on protected habitat. These mitigation areas have been specifically designated for the purposes of these projects.

The establishment, maintenance, and biological monitoring of the mitigation areas is governed by California Environmental Quality Act (CEQA) approvals, and multiple permits issued by the Army Corps of Engineers, the Regional Water Quality Control Board, the California Department of Fish and Game, and the US Fish and Wildlife Service that require detailed mitigation plans. Compliance with the mitigation plans requires employing specialized expertise from consultants who have specific degrees in this field and at least 5 years of experience with similar projects that have been completed successfully.

The three-year contract includes physical maintenance of the sites, including the removal of 21 palm trees and other non-native plants, as well as planting and seeding. Habitat West, Inc. will also arrange for required biological monitoring that includes scientific assessment of the site and the health of specific plant species, and annual reporting on metrics established in the permits.

Previously, maintenance and monitoring at the two project sites were managed separately by other qualified consultants. However, since the sites require similar work, are located adjacent to each other, and are both financed by Wastewater fees, the Request for Proposal (RFP) merged the projects. The RFP was sent to eleven consulting firms specializing in wetland resource management, maintenance, and permitting. Six proposals were reviewed by City staff (Utilities/Environmental Programs and Public Works/Parks) for responsiveness, understanding of the work, proposed project approach, scope of work, relevant experience, project team, schedule, and proposed fee. A local Escondido firm, Habitat West, Inc., was selected based on their team's extensive experience of similar projects, proposed project approach, and fee.

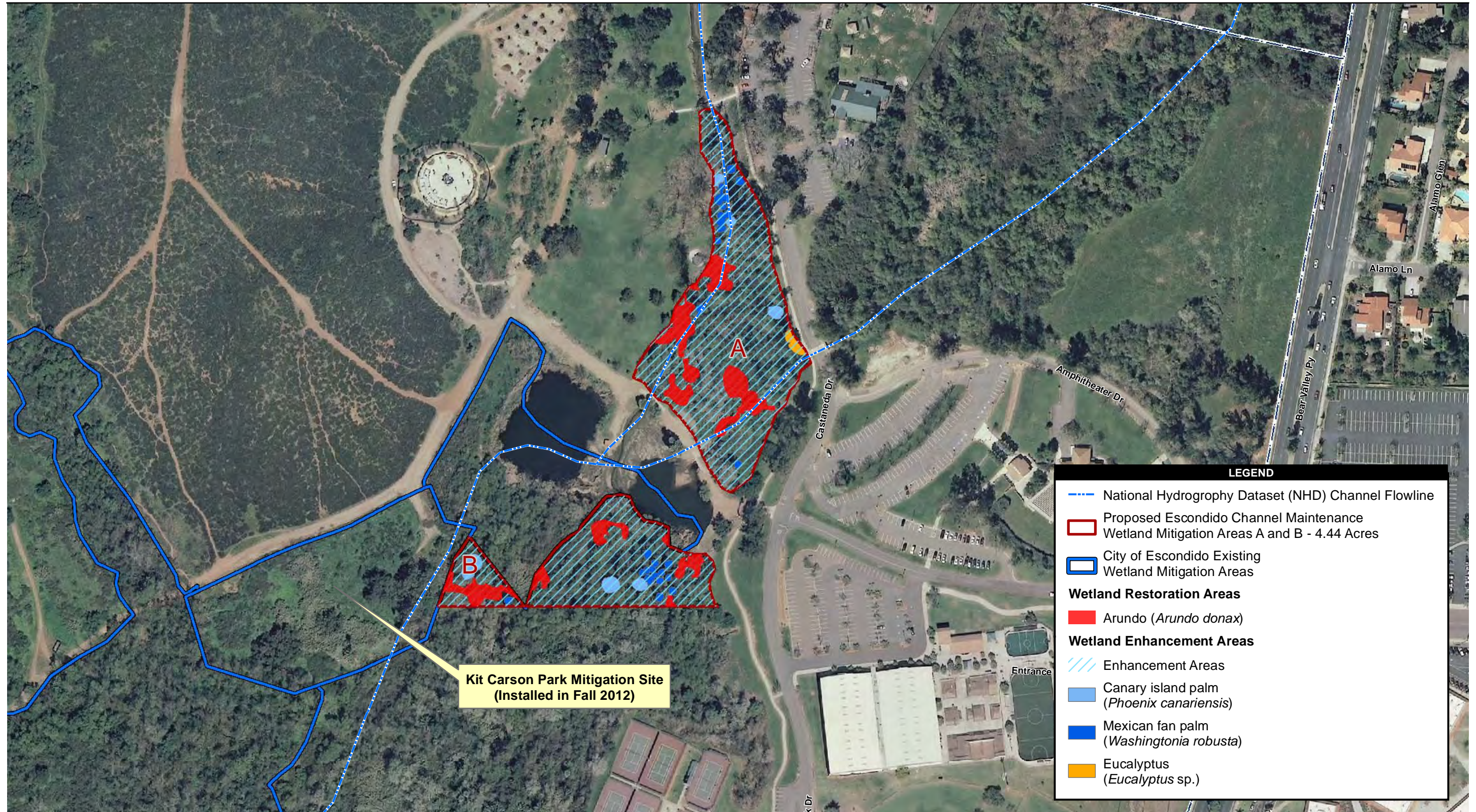
The City must comply with commitments made in Long Term Management Plans for each mitigation site, including ongoing non-native plant removal and protection of the property from erosion, trespassing, etc. This contract covers the first two years of Long Term Management for RGP 87, and will help City staff determine long term management needs for both RGP 87 and 94 as part of the ongoing maintenance of habitat in Kit Carson Park.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
8/15/2018 3:02 p.m.

ATTACHMENTS:

1. Attachment 1 – Map of Kit Carson Park Wetland Mitigation Sites
2. Resolution No. 2018-136
3. Resolution No. 2018-136 – Exhibit “A” – Consulting Agreement

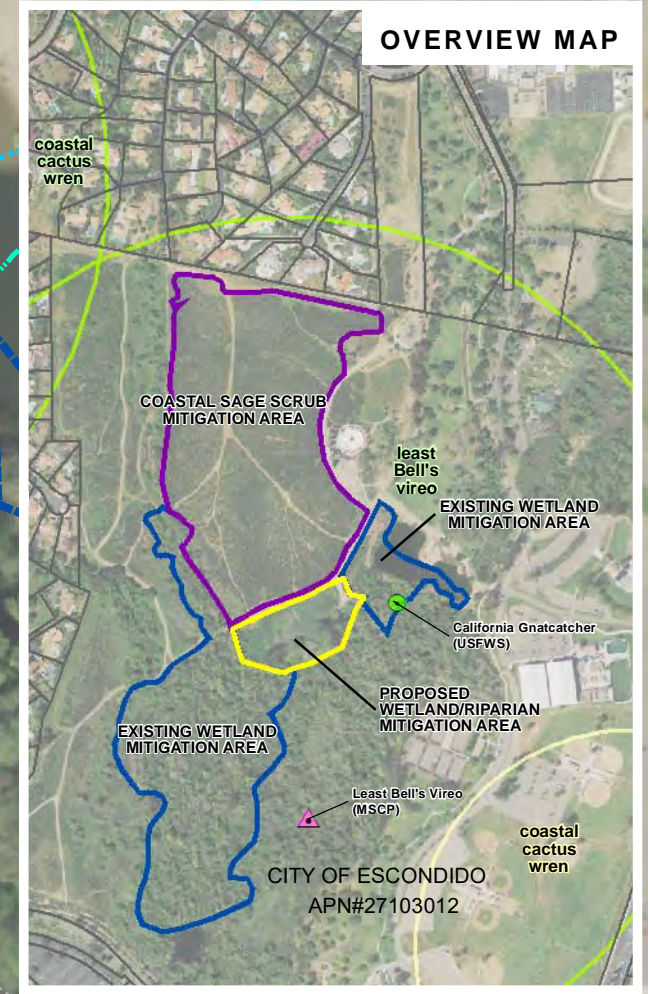
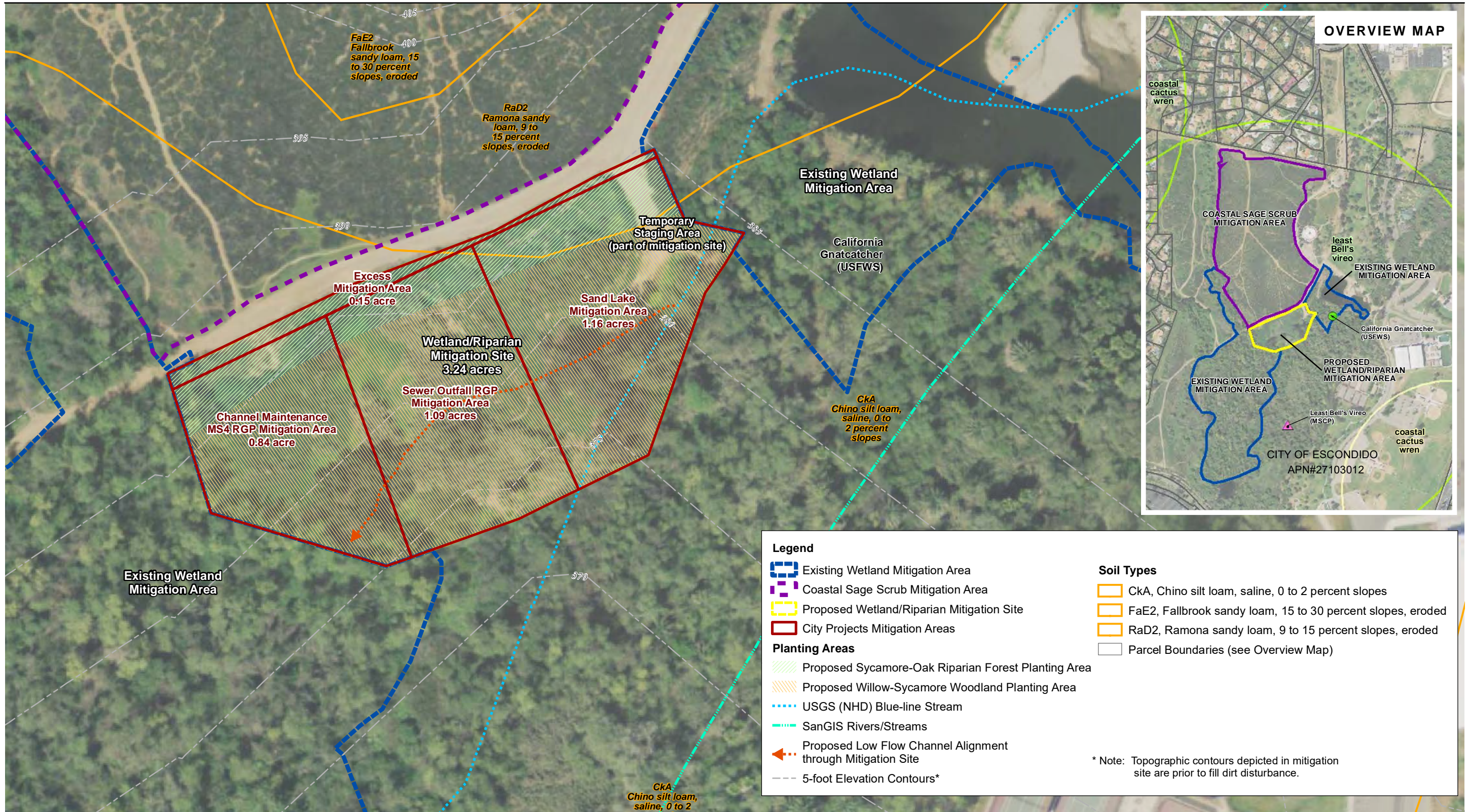


Source: LandisCor 2010, NHD 2012

200 100 0 200 Feet

Scale: 1:2,400; 1 inch = 200 feet

Figure 3
Escondido Channel Maintenance Project
Proposed Wetland Mitigation Areas in Kit Carson Park



Legend

- Existing Wetland Mitigation Area
- Coastal Sage Scrub Mitigation Area
- Proposed Wetland/Riparian Mitigation Site
- City Projects Mitigation Areas

Soil Types

- CkA, Chino silt loam, saline, 0 to 2 percent slopes
- FaE2, Fallbrook sandy loam, 15 to 30 percent slopes, eroded
- RaD2, Ramona sandy loam, 9 to 15 percent slopes, eroded
- Parcel Boundaries (see Overview Map)

Planting Areas

- Proposed Sycamore-Oak Riparian Forest Planting Area
- Proposed Willow-Sycamore Woodland Planting Area
- USGS (NHD) Blue-line Stream
- SanGIS Rivers/Streams
- Proposed Low Flow Channel Alignment through Mitigation Site
- 5-foot Elevation Contours*

* Note: Topographic contours depicted in mitigation site are prior to fill dirt disturbance.

Source: DigitalGlobe 2008; EDAW 2009; USFWS 2008; DFG 1989, 2000; SSURGO 2006; MSCP 2007; National Hydrology Dataset 2006; SanGIS 2009



Appendix A
Kit Carson Park Mitigation Site
Division and Designation of Mitigation

RESOLUTION NO. 2018-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A CONSULTING SERVICES AGREEMENT WITH HABITAT WEST, INC. TO PROVIDE CONSULTANT SERVICES TO MANAGE MITIGATION SITES IN KIT CARSON PARK

WHEREAS, the City Council has allocated funding for the implementation of drainage channel maintenance from the Wastewater Enterprise Fund; and

WHEREAS, it is a condition of channel maintenance permits to implement a mitigation plan to offset wetland impacts from channel maintenance activities; and

WHEREAS, the location of the channel maintenance wetland mitigation area is within Kit Carson Park and adjacent to another wetland mitigation area for sewer outfall maintenance; and

WHEREAS, Habitat West, Inc. has the expertise and experience to provide the necessary services to assist the City with permit compliance; and

WHEREAS, the City Council deems it in the best public interest to award this contract to Habitat West, Inc. in the amount of \$147,541.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.
2. That the City Council authorizes the Mayor and City Clerk to execute, on behalf of the City, a Consulting Services Agreement with Habitat West, Inc. in substantially similar form to that which is attached and incorporated to this Resolution as Exhibit "1," and subject to final approval as to form by the City Attorney.



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Agreement is made this _____ day of August, 2018.

Between: CITY OF ESCONDIDO
a Municipal Corporation
201 N. Broadway
Escondido, California 92025
Attn: Elisa Marrone
760-839-4074
("CITY")

And: Habitat West, Inc.
2067 Wineridge Place, Suite B
Escondido, CA 92029
Attn: Gigi Hurst
760-735-9378
("CONSULTANT")

Witness that whereas:

- A. It has been determined to be in the CITY's best interest to retain the professional services of a consultant to provide maintenance, monitoring, and reporting services for two wetland/riparian habitat mitigation sites in Kit Carson Park (RGP 87 and RGP 94); and
- B. The CONSULTANT is considered competent to perform the necessary professional services for CITY;

NOW, THEREFORE, it is mutually agreed by and between CITY and CONSULTANT as follows:

- 1. Services. The CONSULTANT will furnish all of the services as described in "Attachment A" which is attached and incorporated by this reference.
- 2. Compensation. The CITY will pay the CONSULTANT in accordance with the conditions specified in "Attachment A," not to exceed \$147,541.00. Any breach of this Agreement will relieve CITY from the obligation to pay CONSULTANT, if CONSULTANT has not corrected the breach after CITY provides notice and a reasonable time to correct it. If this Agreement is amended at any time, additional compensation of CONSULTANT contained in subsequent amendment(s) shall not exceed a cumulative total of twenty-five percent (25%) of the maximum payment provided for in this Section 2.

3. Scope of Compensation. The CONSULTANT will be compensated for performance of tasks specified in "Attachment A" only. No compensation will be provided for any other tasks without specific prior written consent from the CITY.
4. Duties. CONSULTANT will be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other services furnished by the CONSULTANT under this Agreement, except that the CONSULTANT will not be responsible for the accuracy of information supplied by the CITY.
5. Personnel. The performance of services under this Agreement by certain professionals is significant to the CITY. CONSULTANT will assign the persons listed on "Attachment B," which is attached and incorporated by this reference, to perform the Services described in Paragraph 1, and will not add or remove persons from the list without the prior written consent of the CITY. If no designation is made, then CONSULTANT may not assign services without obtaining the advance written consent of the CITY. CONSULTANT will not subcontract any tasks under this Agreement without obtaining the advance written consent of the CITY.
6. Termination. Either CONSULTANT or the CITY may terminate this Agreement with thirty (30) days advance written notice.
7. City Property. All original documents, drawings, electronic media, and other material prepared by CONSULTANT under this Agreement immediately becomes the exclusive property of the CITY, and may not be used by CONSULTANT for any other purpose without prior written consent of the CITY.
8. Insurance.
 - a. The CONSULTANT shall secure and maintain at its own cost, for all operations, the following insurance coverage, unless reduced by the City Attorney:
 - (1) General liability insurance. Occurrence basis with minimum limits of \$1,000,000 each occurrence, \$2,000,000 General Aggregate, and \$1,000,000 Products/Completed Operations Aggregate; and
 - (2) Automobile liability insurance of \$1,000,000 combined single-limit per accident for bodily injury and property damage, unless waived as provided in 8(b) below; and
 - (3) Workers' compensation and employer's liability insurance as required by the California Labor Code, as amended, or certificate of sole proprietorship; and
 - (4) Errors and Omissions professional liability insurance with minimum coverage of \$1,000,000.
 - b. It is the parties' understanding that the use of a motor vehicle is not a primary subject of this Agreement. CONSULTANT acknowledges that operating a motor vehicle is outside the scope of this Agreement and occurs only at the convenience of the CONSULTANT. A waiver of automobile liability insurance is only effective if both sets of initials appear below, otherwise such insurance is required.

Acknowledged by CONSULTANT _____

Waiver appropriate by CITY _____

- c. Each insurance policy required above must be acceptable to the City Attorney.
 - (1) Each policy must provide for written notice within no more than thirty (30) days if cancellation or termination of the policy occurs. Insurance coverage must be provided by an A.M. Best's A- rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.
 - (2) All non-admitted carriers will be required to provide a service of suit endorsement in addition to the additional insured endorsement.
 - (3) Both the General Liability and the Automobile Liability policies must name the CITY specifically as an additional insured under the policy on a separate endorsement page. The CITY includes its officials, employees, and volunteers. The endorsement must be ISO Form CG 20 10 11 85 edition or its equivalent for General Liability endorsements and CA 20 01 for Automobile Liability endorsements.
 - (4) The General Liability policy must include coverage for bodily injury and property damage arising from CONSULTANT's work, including its on-going operations and products-completed operations hazard.
 - (5) The General Liability policy must be primary and noncontributory and any insurance maintained by CITY is excess.
 - d. In executing this Agreement, CONSULTANT agrees to have completed insurance documents on file with the CITY within fourteen (14) days after the date of execution. Failure to comply with insurance requirements under this Agreement will be a material breach of this Agreement, resulting in immediate termination at CITY's option.
9. Indemnification. CONSULTANT (which in this paragraph 9 includes its agents, employees and subcontractors, if any) agrees to indemnify, defend, and hold harmless the CITY from all claims, lawsuits, damages, judgments, loss, liability, or expenses, including attorneys' fees, for any of the following:
- a. Any claim of liability arising out of the negligence or any acts or omissions of CONSULTANT in the performance of this Agreement;
 - b. Any personal injuries, property damage or death that CONSULTANT may sustain while using CITY-controlled property or equipment, while participating in any activity sponsored by the CITY, or from any dangerous condition of property; or
 - c. Any injury or death which results or increases by any action taken to medically treat CONSULTANT.
10. Anti-Assignment Clause. The CONSULTANT may not assign, delegate or transfer any interest or duty under this Agreement without advance written approval of the CITY, and any attempt to do so will immediately render this entire Agreement null and void. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY'S written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
11. Costs and Attorney's Fees. In the event that legal action is required to enforce the terms and conditions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs.

12. Independent Contractor. CONSULTANT is an independent contractor and no agency or employment relationship, either express or implied, is created by the execution of this Agreement.
13. Merger Clause. This Agreement and its Attachments, if any, are the entire understanding of the parties, and there are no other terms or conditions, written or oral, controlling this matter. In the event of any conflict between the provisions of this Agreement and any of its Attachments, the provisions of this Agreement must prevail.
14. Anti-Waiver Clause. None of the provisions in this Agreement will be waived by CITY because of previous failure to insist upon strict performance, nor will any provision be waived by CITY because any other provision has been waived, in whole or in part.
15. Severability. The invalidity in whole or in part of any provision of this Agreement will not void or affect the validity of any other provisions of this Agreement.
16. Choice of Law. This Agreement is governed by the laws of the State of California. Venue for all actions arising from this Agreement must be exclusively in the state or federal courts located in San Diego County, California.
17. Multiple Copies of Agreement/Counterparts. Multiple copies and/or counterparts of this Agreement may be executed, including duplication by photocopy or by computerized scanning device. Each duplicate will be deemed an original with the same effect as if all the signatures were on the same instrument. However, the parties agree that the Agreement on file in the office of the Escondido City Clerk is the copy of the Agreement that shall take precedence should any differences exist among copies or counterparts of the document.
18. Provisions Cumulative. The foregoing provisions are cumulative and in addition to and not in limitation of any other rights or remedies available to the CITY.
19. Notices to Parties. Any statements, communications or notices to be provided pursuant to this Agreement must be sent to the attention of the persons indicated below. Each party agrees to promptly send notice of any changes of this information to the other party, at the address first above written.
20. Business License. The CONSULTANT is required to obtain a City of Escondido Business License prior to execution of this Agreement.
21. Compliance with Applicable Laws, Permits and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules in effect during the term of this Agreement. CONSULTANT shall obtain any and all licenses, permits, and authorizations necessary to perform services set forth in this Agreement. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to Section 1770 et seq. of the Labor Code, CONTRACTOR agrees that a prevailing rate and scale of wages, in accordance with applicable State and Federal Law, will be paid in the carrying out of this Agreement. CONTRACTOR shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, and rules pertaining to

the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the 'General Prevailing Wage Rates' approved by the Department of Industrial Relations as of the date of the execution of this Agreement. Said rates and scales are herein referred to and adopted in this Agreement as though fully and completely set forth herein, and said scale as adopted by the Department is made a part of this Agreement by reference. Copies of the prevailing rate of per diem wages are available on the Intranet at (<http://www.dir.ca.gov/DLSR>). Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

23. Department of Industrial Relations Compliance. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONTRACTOR shall post any job site notices required by regulation. CONTRACTOR, as well as any subcontractors, shall be registered pursuant to Cal. Lab. Code § 1725.5 to be qualified to bid on, be listed in a bid proposal, (subject to the requirements of Section 4104 of the Public Contract Code) or engage in the performance of any public work contract that is subject to the requirements of Chapter 1, Part 7, Division 2 of the California Labor Code. Neither CITY, nor any elected nor appointed boards, officers, officials, employees, or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONTRACTOR to comply with this section.

24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and comply with the Immigration Reform and Control Act of 1986. CONSULTANT affirms that as an employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will be employed on this public project. CONSULTANT agrees to comply with such provisions before commencing and continuously throughout the performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties below are authorized to act on behalf of their organizations, and have executed this Agreement as of the date set forth below.

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Date: _____

Diane Halverson
City Clerk

Date: _____

HABITAT WEST, INC.

Signature

Name & Title (please print)

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

Kit Carson Park Wetland Permits Mitigation Areas – Scope of Work

OVERVIEW

This Scope of Work outlines the work to be performed by Habitat West Inc. and sub-consultants (Consultant) on behalf of the City of Escondido (City) for the maintenance and biological monitoring of 7.68 acres of wetland/riparian habitat mitigation area in Kit Carson Park. The mitigation areas include two distinct but related projects, established per Regional General Permits (RGPs) for Sewer Outfall Maintenance (RGP 87, installed in 2012) and Channel Maintenance (RGP 94, installed 2017). The contract will extend from August 2018 through approximately June 2021.

SCOPE OF WORK

Task 1 – Project management

Consultant will attend one kick-off field visit with city staff to clarify roles and schedules. Consultant will support the City in achieving final sign-off and acceptance of RGP 87 and 94 mitigation areas. Consultant will coordinate and provide information as requested to regulatory agencies including Army Corps of Engineers, California Department of Fish & Wildlife, and/or Regional Water Quality Control Board. Additional site visits may be requested or required.

During the terms of this contract, the approved Mitigation and Monitoring Plans for either site may need to be amended or updated. If this is required, City staff will enlist Consultant support under this task.

Task 2 – Mitigation area maintenance to approved mitigation plan standards

The Consultant will perform maintenance of both mitigation areas per approved Mitigation and Monitoring Plans. The Consultant should perform a minimum of four (4) visits per year, spaced and supplemented as needed to manage invasive plants. Work includes, but is not limited to: weed and invasive plant removal to plan standards for native and non-native cover; debris and trash removal; irrigation management; monitoring for vandalism or other human traffic; plant care and replanting, if needed; and erosion control, if needed; signage and temporary fencing, if needed.

Replanting and supplemental planting is required for both RGP 87 and RGP 94. The Consultant will apply seed and install container plant/cuttings as needed to ensure success and sign off of the mitigation areas.

Task 3 - Monitoring and Reporting

Consultant shall document mitigation site visits, work performed, habitat condition, and other pertinent information. Consultant will provide timely reporting to city staff of any corrective actions needed. Consultant shall perform California Rapid Assessment Method (CRAM) Monitoring as required at both sites; in 2019 for RGP 87 and in 2019 and 2021 for RGP 94. Consultant shall submit maintenance activity memos, draft and final annual reports, and other required documentation to the City with respect to permit deadlines. Consultant shall provide all project files at the conclusion of the contract, to include but not limited to: field visit logs, notes, pictures, maps, GIS files, etc.

Task 4 – RGP 94 adjacent invasive plant removal

To support long term success of the project, the Consultant will treat and/or remove of 21 non-native trees and arundo patches outside mitigation area boundaries.

COMPENSATION

Work will commence upon receipt of a fully executed contract.

Fee is Time and Materials not to exceed \$147,541.

Prevailing wage laws apply to portions of this project and will be used where appropriate.

Net 30 - Consultant shall invoice City monthly as work progresses. Tasks can be fully paid only after the work for the task is completed.

Table 4-2
Cost Proposal: Non-Labor Expenses Summary

Reimbursable Expenses	
Habitat West	
Signs	\$ 300
Straw wattles	\$ 750
Seed for RGP 87 (20 lbs)	\$ 1,400
Seed for RGP 94 (10 lbs)	\$ 700
Tree removal	\$ 14,050
Plants	\$ 660
Herbicide	\$ 300
Dump Fees	\$ 790
Water	\$ 300
ESA	\$ -
Project Supplies	\$ 150
Printing/Reproduction	\$ 60
Mileage	\$ 864
Vehicle Rental	\$ -
Subtotal Reimbursable Expenses	\$ 20,324
10% Fee on Reimbursable Expenses	\$ 2,032
Total Reimbursable Expenses	\$ 22,356

CITY COUNCIL STAFF REPORT

Consent Item No. 7

August 22, 2018

File No. 0600-10, A-3222

SUBJECT: First Amendment to the Public Services Agreement for Right of Way Landscape Maintenance Services with Steven Smith Landscaping Inc.

DEPARTMENT: Public Works Department, Streets Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-137, authorizing the Mayor and City Clerk to execute a First Amendment to the Public Services Agreement (PSA), exercising option period one (1) of the Right of Way Landscape Maintenance Services Request for Proposal (RFP) No. 18-02, extending the Agreement through June 30, 2019.

FISCAL ANALYSIS:

Sufficient funds are available in the Street Maintenance and Operations operating budget for fiscal year 2018/19 for Right of Way Landscape Maintenance.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Outsourcing and Community Improvement.

PREVIOUS ACTION:

On June 28, 2017, the City Council adopted Resolution No. 2017-89, awarding the Right of Way Landscape Maintenance Services Request for Proposal (RFP) No. 18-02 to Steven Smith Landscaping Inc.

BACKGROUND:

On May 5, 2017, requests for proposals for Right of Way Landscape Maintenance Services were mailed to fourteen (14) landscape contractors for the maintenance of seventy (70) City owned facilities, right of ways, and medians. On June 28, 2017, the City Council adopted Resolution No. 2017-89, authorizing the Mayor and City Clerk to execute a Public Services Agreement with Steven Smith Landscaping for Right of Way Maintenance Services.

RFP No. 18-02 specifies an initial term for a one-year contract beginning July 1, 2017. With satisfactory performance and mutual agreement between the City and the awarded Contractor, the City may extend the Agreement for an additional four (4) one-year contract options. The City will compensate the Contractor in an additional amount not to exceed \$275,338.80, pursuant to the

First Amendment, Right of Way Landscape Maintenance Services Agreement
August 22, 2018
Page 2

conditions contained in RFP No. 18-02. All other terms and conditions of the original Agreement shall remain in full force and effect.

This contract is completely separate from the contracts and funding associated with City Landscape Maintenance Districts (LMD), as it applies specifically to publically owned and maintained areas with great benefit to the public. Outsourcing landscape maintenance has proven to be a cost effective means of providing this valuable public service.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joseph Goulart, Assistant Director of Public Works
8/15/2018 3:45 p.m.

ATTACHMENTS:

1. Resolution No. 2018-137
2. Resolution No. 2018-137 – Exhibit A – First Amendment to Public Services Agreement

RESOLUTION NO. 2018-137

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE, ON BEHALF OF THE CITY, A FIRST AMENDMENT TO THE PUBLIC SERVICES AGREEMENT FOR RIGHT OF WAY LANDSCAPE MAINTENANCE SERVICES WITH STEVEN SMITH LANDSCAPING INC.

WHEREAS, on May 5, 2017, Request for Proposal No. 18-02 ("RFP No. 18-02") for Right of Way Landscape Maintenance Services were mailed to local contractors; and

WHEREAS, on June 28, 2017, the City Council adopted Resolution No. 2017-89, authorizing the Mayor and City Clerk to execute a Public Service Agreement ("Agreement") with Steven Smith Landscaping Inc. for Right of Way Landscape Maintenance Services; and

WHEREAS, RFP No. 18-02 contained four (4) one-year optional contract periods following the initial one-year term; and

WHEREAS, the City of Escondido ("City") and Steven Smith Landscaping Inc. entered into an Agreement for a one-year contract ending June 30, 2018; and

WHEREAS, the City and Steven Smith Landscaping Inc. desire to exercise Option Period 1 by executing a First Amendment to the Agreement to extend the contract term through June 30, 2019; and

WHEREAS, sufficient funds are available in the Streets Operation and Maintenance Fund for Right of Way Landscape Maintenance Services; and

WHEREAS, compensation for Option Period 1 shall not exceed \$275,338.80;
and

WHEREAS, the City Council desires at this time and deems it to be the best public interest to approve a First Amendment to the Agreement to exercise Option Period 1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and the City Clerk are authorized to execute, on behalf of the City of Escondido, a First Amendment to the Right of Way Landscaping Maintenance Services Public Service Agreement with Steven Smith Landscaping Inc., which is attached hereto as Exhibit "A" and incorporated by this reference.



CITY OF ESCONDIDO
FIRST AMENDMENT TO PUBLIC SERVICE AGREEMENT

This "Amendment" is made this _____ day of _____, 2018.

Between: CITY OF ESCONDIDO
 a municipal corporation
 201 N. Broadway
 Escondido, California 92025
 ("CITY")

And: STEVEN SMITH LANDSCAPE INC.
 1916 Commercial St.
 Escondido, California 92029
 Attn: Steven P. Smith
 (760) 745-9916
 ("CONTRACTOR")

Witness that whereas:

- A. CITY and CONTRACTOR entered into an agreement on July 1, 2017 ("Agreement"), wherein CITY retained CONTRACTOR to provide Landscape Maintenance Services at seventy (70) City owned facilities, Right of Ways, and Medians;

- B. The Request for Proposal for Right of Way Landscape Maintenance Services (RFP No. 18-02) also contained four (4) one-year contract option periods;

- C. CITY and CONTRACTOR desire to amend the Agreement to exercise the first option period to extend the original Agreement through June 30, 2019.

NOW THEREFORE, it is mutually agreed by and between CITY and CONTRACTOR as follows:

1. The CONTRACTOR will furnish the services described in RFP No. 18-02.
2. CITY will compensate the CONTRACTOR in an additional amount not to exceed \$275,338.80, pursuant to the conditions contained in RFP No. 18-02.
3. All other terms of the original Agreement between CITY and CONTRACTOR shall remain in full force and effect; in the event of any conflict between any specific provision of the original Agreement and this Amendment, this Amendment shall prevail.

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

CITY OF ESCONDIDO

Date: _____

Sam Abed
Mayor

Diane Halverson
City Clerk

Date: _____

Steven Smith Landscaping Inc.

Steven P. Smith
President

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, City Attorney

By: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.

CITY COUNCIL STAFF REPORT

Consent Item No. 8

August 22, 2018

File No. 0480-70

SUBJECT: 2018-19 Student Success Initiative Grant

DEPARTMENT: Communications and Community Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-138, to authorize the Director of Communications and Community Services or her designee to complete an application for the Pacific Library Partnership 2018-19 Student Success Initiative Grant program and execute grant documents on behalf of the City. It is also requested that the City Council approve the necessary budget adjustment to establish a new project number for tracking these grant funds.

FISCAL ANALYSIS:

The program will have no impact on the General Fund and no matching funds are required. Funds of up to \$5,000 will be available for reimbursement of supplies related to the initiative (e.g. library cards, promotional material). To qualify for a possible reimbursement, libraries must complete a report at the end of the grant term discussing what was accomplished and if funds were expended. Project budget is in development, but full costs related to the implementation of the Student Success Initiative will be funded out of the budget provided to Library Systems and Services for the management of Library operations and will be reimbursed through this grant.

BACKGROUND:

The purpose of the Student Success Initiative is to support public libraries in establishing partnerships with schools to issues library cards to students using shared data such as student IDs. This creates a strong connection between the library and the school, provides continuity for students throughout their school career, is easy to remember for the student, and increases access and availability of public library resources for students. Escondido Public Library would like to establish a Student Success Initiative, focusing initially on grades K-5, and take advantage of the resources available through this grant. These include the assignment of a Mentor Library, which will share their experience in developing a Student Success Initiative and provide guidance and resources such as templates, MOU agreements, policies, technical information, and best practices.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Joanna Axelrod, Director of Communications and Community Services Department
8/15/2018 3:22 p.m.

ATTACHMENTS:

1. Budget Adjustment
2. Resolution No. 2018-138

RESOLUTION NO. 2018-138

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO AUTHORIZING
THE SUBMITTAL OF AN APPLICATION FOR
THE PACIFIC LIBRARY PARTNERSHIP 2018-
19 STUDENT SUCCESS INITIATIVE GRANT

WHEREAS, the Pacific Library Partnership has received a Library Services and Technology Act (“LSTA”) grant to fund the Student Success Initiative (“Project”); and

WHEREAS, Student Success Initiative Grant funds have been allocated to reimburse the cost of supplies and marketing materials for the implementation of the Project; and

WHEREAS, the City of Escondido desires to increase collaboration with local schools.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.
2. That the City Council approves the filing of an application to the Pacific Library Partnership for the Student Success Initiative Project.
3. That the City Council appoints the Director of Communications and Community Services, or her designee, to apply for and receive Student Success Initiative grant funds and execute, on its behalf, grant-related documents which may be necessary for the completion of the aforementioned Project.

CITY COUNCIL STAFF REPORT

Consent Item No. 9

August 22, 2018

File No. 0698-20

SUBJECT: Sale of Property: 1750 Citracado Parkway, Lot #99 at Mountain Shadows Mobile Home Park

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-140 authorizing the Real Property Manager to execute documents necessary to complete the sale of 1750 W. Citracado Parkway, Lot #99 at Mountain Shadows Mobile Home Park.

FISCAL ANALYSIS:

Sales proceeds in the amount of \$140,000, less closing costs and commissions, will be deposited into the Housing Successor Agency Fund.

BACKGROUND:

The City-owned property at 1750 W. Citracado Parkway, Lot #99, was appraised in October 2017, at \$142,000 (land only). In March of 2018, the City received a Judgment of Abandonment for the mobile home coach on the lot. The Judgment of Abandonment requires that the coach be destroyed and/or disposed of in a manner that would make the coach uninhabitable.

The subject property was marketed by an outside broker at a listing price of \$142,000 (land only) along with the stipulation that the buyer remove and destroy the existing coach at buyer's expense prior to closing. The City received two competitive offers. Staff countered both offers and accepted the offer from R.A. Rossi Inc. in the amount of \$140,000.

This offer includes the removal of the existing abandoned coach by a certified mobile home dealer at Buyer's expense. Staff is seeking authority to sell the property to R.A. Rossi Inc., in the amount of \$140,000. After the sale, the City will own twenty-three (23) remaining lots within the Mountain Shadows Mobile Home Park

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/15/2018 3:18 p.m.

ATTACHMENTS:

1. Resolution No. 2018-140
2. Resolution No. 2018-140 Exhibit A - Grant Deed

RESOLUTION NO. 2018-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE REAL PROPERTY MANAGER TO EXECUTE, ON BEHALF OF THE CITY, A GRANT DEED AND NECESSARY ESCROW DOCUMENTS FOR THE SALE OF 1750 W. CITRACADO PARKWAY, LOT #99

WHEREAS, there is a certain City-owned real property, 1750 W. Citracado Parkway, Lot #99, located in the Mountain Shadows Mobile Home Park, in Escondido (the "Property"); and

WHEREAS, the City offered the Property for a sales price of \$142,000 along with the requirement that the Buyer remove and dispose of the existing coach at Buyers expense, and received an offer from Ruth Rossi, Inc., ("Buyer") in the amount of \$140,000, subject to the City Council's approval; and

WHEREAS, the City wishes to sell the Property for \$140,000 and to enter into escrow with the Buyer; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to approve the sale of the Property to the Buyer.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. The Real Property Manager is authorized to execute, on behalf of the City, the Grant Deed, attached to this Resolution as Exhibit "A" and incorporated by this reference, and all necessary related escrow documents for the sale of 1750 West Citracado Parkway, Lot #99.

RECORDING REQUESTED BY

And When Recorded Mail To:
City Clerk
City of Escondido
201 North Broadway
Escondido, CA 92025

APN: 235-162-27-27

No recording fee required; this document
exempt from fee pursuant to Section
27383 of the California Government
Code.

**CITY OF ESCONDIDO
GRANT DEED**

ESC. DOCUMENT NO. M-25-18

This deed exempt from tax - Section 11922 of the California Revenue and Taxation
Code

THE CITY OF ESCONDIDO, a municipal corporation, for a valuable
consideration, DOES HEREBY GRANT to

R. A. Rossi Inc., (Grantee)

all that real property described in the attached **EXHIBIT "A"**

IN WITNESS WHEREOF, the City of Escondido has caused this deed to be
executed by its Real Property Manager, pursuant to City Council Resolution No.
2018-140, adopted August 22, 2018, authorizing such execution, this ____ day
of _____, 2018.

THE CITY OF ESCONDIDO

By: _____

Vince McCaw,
Real Property Manager

CITY OF ESCONDIDO DOC. NO. M-25-18
TITLE OR TYPE OF DOCUMENT: Grant Deed
GRANTEE: R.A. Rossi Inc.

EXHIBIT A

(Legal Description to be provided by Title Officer through Escrow)

CITY COUNCIL STAFF REPORT

Consent Item No. 10

August 22, 2018

File No. 0480-70

SUBJECT: Authority to Apply for Highway Safety Improvement Program Funds

DEPARTMENT: Engineering Services Department

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-141 to authorize the Director of Engineering Services/City Engineer to complete an application to Caltrans for a federal Highway Safety Improvement Program (HSIP) grant to improve safety on Centre City Parkway. If awarded, it is requested that the Director of Engineering Services/City Engineer or her designee be authorized to accept the grant funds, and to complete grant documents on behalf of the City.

FISCAL ANALYSIS:

Budgets for the project are being finalized. The maximum reimbursement ratio is 90%; matching funds will be provided using Traffic Impact Fee funds already budgeted for the project.

CORRELATION TO THE CITY COUNCIL ACTION PLAN:

This item relates to the Council's Action Plan regarding Neighborhood Improvement.

PREVIOUS ACTION:

On June 20, 2018, the City Council approved Resolution No. 2018-85 to approve the Capital Improvement Program Budget that included \$150,000 in Traffic Impact Fees to be used as matching funds for these improvements to Centre City Parkway.

BACKGROUND:

This grant would provide funding to reconfigure intersections along the southerly portion of Centre City Parkway and improve safety by redirecting traffic from the South Escondido Boulevard intersection to a new signal at Brotherton Road. The project would also modify the Centre City Parkway/Citracado Parkway intersection to improve operation.

The Highway Safety Improvement Program (HSIP), codified as Section 148 of Title 23, United States Code (23 U.S.C. §148) is one of the core federal-aid programs in the new federal surface transportation act, Fixing America's Surface Transportation Act (FAST), which was signed into law on December 4, 2015. The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-State-owned public roads and roads

on tribal land. For a project to be eligible for HSIP funding, a specific safety problem must be identified for correction and the proposed countermeasure must correct or substantially improve the condition. All proposed projects must lead to the construction of safety improvements and awards will be made on a benefit-cost basis.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Julie Procopio, Director of Engineering Services
8/15/2018 3:18 p.m.

ATTACHMENTS:

1. Resolution No. 2018-141

RESOLUTION NO. 2018-141

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO AUTHORIZING
THE SUBMITTAL OF AN APPLICATION FOR
THE SOUTH CENTRE CITY PARKWAY
SAFETY PROJECT FOR CYCLE 9 HIGHWAY
SAFETY IMPROVEMENT PROGRAM FUNDS

WHEREAS, the Highway Safety Improvement Program (“HSIP”), codified as Section 148 of Title 23, United States Code (23 U.S.C. §148), is a core federal-aid programs in the federal surface transportation act, Fixing America's Surface Transportation Act (FAST), which was signed into law on December 4, 2015; and

WHEREAS, the Caltrans Division of Local Assistance (DLA) has authority for the administration of HSIP and established necessary procedures; and

WHEREAS, DLA announced Cycle 9 Call for Projects for the Highway Safety Improvement Program on April 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California:

1. That the above recitations are true.
2. That the City Council approves the filing of an application to DLA for the South Centre City Safety Project (“Project”).
3. That the City Council appoints the Director of Engineering Services/City Engineer, or her designee, as agent to conduct all negotiations, execute and submit all documents to the Caltrans Division of Local Assistance including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned Project.



CITY COUNCIL STAFF REPORT

Consent Item No. 11

August 22, 2018

File No. 0430-80

SUBJECT: 2018 Donor Advised Fund through the Omaha Community Foundation Canine Grant – **Continued from August 15, 2018**

DEPARTMENT: Police Department

RECOMMENDATION:

It is requested that the City Council authorize the Escondido Police Department to accept a \$50,000 Canine Grant from a Donor Advised Fund through the Omaha Community Foundation and along with the Escondido Police Foundation; authorize the Chief of Police and Police Department staff to execute contract documents on behalf of the City; and approve budget adjustments needed to spend grant funds.

PREVIOUS ACTION:

On August 7, 2013, the City Council authorized the Escondido Police Department to accept a \$60,750 Canine Grant.

BACKGROUND:

The Escondido Police Department received a \$50,000 Canine Grant from a Donor Advised Fund through the Omaha Community Foundation through the Escondido Foundation. Police canines enhance officer and community safety by assisting with criminal apprehension, evidence detection, and narcotic investigations. The Department currently has four police canines. Grant funds will be used to purchase two police canines and canine equipment. Funds will also cover costs associated with police canine handler training.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Craig Carter, Chief of Police
8/16/2018 9:58 a.m.

ATTACHMENTS:

1. Budget Adjustment



CITY OF ESCONDIDO
BUDGET ADJUSTMENT REQUEST

Date of Request: August 15, 2018
Department: Police Department
Division: Administration
Project/Budget Manager: Lisa Rodelo 4905
Name Extension
Council Date (if applicable): August 15, 2018
(attach copy of staff report)

For Finance Use Only
Log #
Fiscal Year
Budget Balances
General Fund Accts
Revenue
Interfund Transfers
Fund Balance

Table with 4 columns: Project/Account Description, Account Number, Amount of Increase, Amount of Decrease. Includes rows for Revenue (4121-450-New Project Number, 50,000) and Police Grants (450-New Project Number, 50,000).

Explanation of Request:

A budget adjustment is needed to spend Gary and Mary West Foundation Canine Grant funds for two police canines, canine equipment, and canine handler training.

APPROVALS

Department Head [Signature] 8-7-18 Date
Finance [Signature] 8/7/18 Date
City Manager Date
City Clerk Date

Distribution (after approval): Original: Finance

CITY COUNCIL STAFF REPORT

Consent Item No. 12

August 22, 2018

File No. 0600-10, A-3242

SUBJECT: Continuing Emergency Repair of Five Sections of Escondido Sewer Pipeline (Hale Avenue Underpass of I-15, Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates)

DEPARTMENT: Utilities Department, Wastewater Division

RECOMMENDATION:

It is requested that the City Council adopt Resolution No. 2018-143, declaring that pursuant to the terms of Section 22050 of the California Public Contract Code, the City Council finds there is a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue. The resolution, which must be passed by four-fifths vote, also declares that public interest and necessity demand the immediate expenditure to safeguard life, health, or property.

FISCAL ANALYSIS:

Funding for this emergency sewer pipeline work is available in the Wastewater Fund. The contracts are for time and materials, meaning that the contractors bill for staff time, equipment, and construction materials necessary to complete the repairs. The contract values, \$1,184,580 for Southland Paving, Inc. and \$3,000,000 for Orion Construction Corp., are not to be exceeded without further Council approval.

BACKGROUND:

Previously, the City Council adopted Resolution No. 2018-50, approving emergency action to immediately begin repairs on the five sections of pipeline located along sections of Hale Avenue. The existing sewer pipeline along Hale Avenue is a 24 to 27-inch diameter reinforced concrete pipe, installed in 1959. The pipeline that includes sections covered by this emergency runs for approximately 7,300 feet from Tulip Street to the Hale Avenue Resource Recovery Facility (HARRF). This pipeline conveys raw sewage from approximately 40 percent of Escondido to the HARRF.

On March 30, 2018, the City of Escondido ("City") completed an agreement in an amount not to exceed \$797,970 with Southland Paving, Inc. to perform the emergency repair of the sewer pipeline along Hale Avenue between Tulip and Simpson. On April 17, 2018, the City completed an agreement in an amount not to exceed \$2,500,000 with Orion Construction Company to perform the emergency repair of the sewer pipeline along Hale Avenue at the Kia Dealership Parking Lot, South Hale Avenue, Casa Grande Mobile Estates, and Green Tree Mobile Home Estates.

On April 18, 2018, the City Council adopted Resolution No. 2018-65, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

Continuing Emergency Repair of Five Sections of the Sewer Pipeline in Hale Avenue
August 22, 2018
Page 2

On May 2, 2018, the City Council adopted Resolution No. 2018-69, declaring that emergency repairs should continue on the damaged sewer main sections. The City Council also approved a budget adjustment in the amount of \$2,000,000 from the Wastewater Operating Fund to the Sewer Pipeline Replacement CIP (Capital Improvement Project).

On May 16, 2018, the City Council adopted Resolution No. 2018-70, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On June 6, 2018, the City Council adopted Resolution No. 2018-71, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue, approving Change Order No. 1 for the Southland Paving agreement for an amount not to exceed \$386,610, and approving a budget adjustment of \$386,610 from the Wastewater Operating Fund Reserve to the Sewer Lines Capital Outlay to fund the emergency sewer main repairs.

On June 20, 2018, the City Council adopted Resolution No. 2018-102, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue, approving Change Order No. 1 for the Orion Construction Company agreement for an amount not to exceed \$500,000, and approving a budget adjustment transferring \$200,000 from Collection System Maintenance (CIP #800329) and \$300,000 from the Alley Rehabilitation Project (CIP #807705) into Sewer Pipeline Replacement (CIP #807704) to fund the emergency sewer main repairs.

As of June 28, 2018, Southland Paving, Inc. completed the first section of sewer pipeline to be repaired along Hale Avenue, under Interstate 15 between North Tulip Street and Simpson Way.

As of July 10, 2018, Orion Construction Company completed the next two sections of sewer pipeline to be repaired: South Hale Avenue from the Escondido Creek, through the Windsor Gardens Apartments, across 9th Avenue to the entrance of the Casa Grande Mobile Estates, and in the Kia dealership parking lot.

On July 11, 2018, the City Council adopted Resolution No. 2018-103, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

On August 8, 2018, the City Council adopted Resolution No. 2018-121, declaring that there was a need to continue the emergency repairs of damaged sewer main sections along Hale Avenue.

As of August 15, 2018, Orion Construction Company has completed the installation of the final two sections of sewer pipeline in the Casa Grande Mobile Estates and Green Tree Mobile Home Estates. Work remaining consists of manhole spray lining and street striping. It is anticipated that all work will be completed by August 31, 2018.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Christopher W. McKinney, Director of Utilities
8/15/2018 3:02 p.m.

ATTACHMENTS:

1. Resolution No. 2018-143

RESOLUTION NO. 2018-143

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
FINDING THAT AN EMERGENCY CONTINUES
TO REQUIRE THE IMMEDIATE REPAIR OF
FIVE SECTIONS OF THE ESCONDIDO SEWER
PIPELINE ALONG HALE AVENUE

WHEREAS, five sections of the sewer pipeline generally along Hale Avenue were at risk of an imminent, catastrophic failure; and

WHEREAS, pursuant to Resolution No. 2018-50, the City Council previously found that this risk constitutes an emergency and approved staff to proceed to purchase services without adopting plans, specifications, working details, or giving notice of bids to award contracts; and

WHEREAS, staff subsequently entered into a Public Improvement Agreement (“Agreement”) with Southland Paving, Inc. in an amount not to exceed seven hundred ninety-seven thousand nine hundred seventy dollars (\$797,970), and an Agreement with Orion Construction Corp. in an amount not to exceed two million five hundred thousand dollars (\$2,500,000), to repair the five sections of sewer pipeline; and

WHEREAS, pursuant to Resolution No. 2018-65, the City Council found it to be in the best public interest to continue the emergency action; and

WHEREAS, pursuant to Resolution No. 2018-69, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-70, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-71, the City Council declared that emergency repairs should continue on the damaged sewer main sections, and approved Change Order No. 1 to the Agreement with Southland Paving, Inc. in an amount not to exceed \$386,610; and

WHEREAS, pursuant to Resolution No. 2018-102, the City Council declared that emergency repairs should continue on the damaged sewer main sections, and approved Change Order No. 1 to the Agreement with Orion Construction Corp. in an amount not to exceed \$500,000; and

WHEREAS, pursuant to Resolution No. 2018-103, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Resolution No. 2018-121, the City Council declared that emergency repairs should continue on the damaged sewer main sections; and

WHEREAS, pursuant to Section 22050 of the Public Contract Code, the City Council must review the emergency action every 14 days and determine by a four-fifths vote there is a need to continue the action; and

WHEREAS, this City Council desires at this time and deems it to be in the best public interest to continue the emergency action.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.
2. That the Mayor and City Council finds the failure of the five sections of sewer pipeline generally along Hale Avenue is a public health and safety emergency;

and that the proposed action and expenditure is still necessary to respond to the emergency requiring immediate repair of the sewer pipeline.

ORDINANCE NO. 2018-08

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ESCONDIDO, CALIFORNIA,
TO REPEAL ESCONDIDO MUNICIPAL CODE
CHAPTER 19, ARTICLE 2, BOARD OF
REVIEW AND TO UPDATE THE MUNICIPAL
CODE SECTIONS TO REFLECT THE
DISSOLUTION OF THE BOARD OF REVIEW**

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN
as follows:

SECTION 1. That Section 2-66 of Article 3, Chapter 2 of the Escondido
Municipal Code is repealed and replaced as follows:

Sec. 2-66. Power to consolidate offices, positions, departments, units.

The City Manager shall have the power to consolidate or combine offices,
positions, departments or units under this direction; provided, however, that
nothing herein contained shall be construed to supersede the civil service
system.

SECTION 2. That Section 11-56 of Division 1, Article 3, Chapter 11 of the
Escondido Municipal Code is hereby repealed and replaced as follows:

Sec. 11-56. Members in classified service and subject to civil service regulations.

All employees of the fire department, with exception of the fire chief, shall be

**A COMPLETE COPY OF THIS ORDINANCE
IS ON FILE IN THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.**

ORDINANCE NO. 2018-17

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, ADOPTING AN AMENDMENT TO THE CITYWIDE ZONING MAP TO CHANGE THE DESIGNATION OF THE 40.62-ACRE PROJECT SITE FROM RE-20 TO PD-R 1.39, A MASTER DEVELOPMENT PLAN, AND A DEVELOPMENT AGREEMENT TO SUPPORT THE WOHLFORD RESIDENTIAL PROJECT PROPOSAL

APPLICANT: Speith & Wohlford, Inc.
CASE NOS.: SUB 15-0002, PHG 15-0004, and ENV 15-0001

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. The City Council makes the following findings:

a) Speith & Wohlford, Inc. ("Applicant") submitted a verified land use development application on property located in the southeast portion of the City, along the east side of Bear Valley Parkway, across from Encino Drive. The Project site is approximately 40.62 acres in size and currently has an address of 661 Bear Valley Parkway, Escondido CA 92025, legally described as Exhibit "D" to City Council Resolution No. 2018-120, which is incorporated herein by this reference as though fully set forth herein. Said verified application was submitted to, and processed by, the Planning Division of the Community Development Department as Planning Case Nos. SUB 15-0002, PHG 15-0004, and ENV 15-0001 and seeks approval of a Rezone, Master Development Plan, Development Agreement, Tentative Subdivision Map, Grading Exemptions, and Specific Alignment Plan relating to the Project site.

**A COMPLETE COPY OF THIS ORDINANCE
IS ON FILE IN THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.**

ORDINANCE NO. 2018-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AMENDING ARTICLE 1 OF THE ESCONDIDO ZONING CODE AND THE DOWNTOWN SPECIFIC PLAN CODE PERTAINING TO DRIVE-THROUGH BUSINESSES AND THE ADOPTION OF A FINAL INITIAL STUDY AND MITIGATED NEGATIVE DECLARATION (IS/MND) AND MITIGATION MONITORING AND REPORTING PROGRAM (MNRP)

Planning Case No. PHG17-0014 and ENV17-0003

The City Council of the City of Escondido, California, DOES HEREBY ORDAIN as follows:

SECTION 1. The project applicant, Eddie Goldberg, representing Helf Pavilion, has applied for amendments to the Zoning Code and Downtown Specific Plan to change the land use allowances for drive-through restaurants within the Centre City Urban and Gateway Transit Districts of the Downtown Specific Plan.

SECTION 2. The Planning Division of the Community Development Department completed its review of the project and scheduled a public hearing regarding the application before the Planning Commission on June 26, 2018. Following the public hearing on June 26, 2018, the Planning Commission adopted Resolution No. 6121, which recommended that the City Council, among other things, approve the project's proposed Zoning Code and Specific Plan amendments.

**A COMPLETE COPY OF THIS ORDINANCE
IS ON FILE IN THE OFFICE OF THE CITY
CLERK FOR YOUR REVIEW.**

MOBILEHOME RENT REVIEW BOARD

Public Hearing Item No. 16

August 22, 2018

File No. 0697-20-10172

SUBJECT: Short-Form Rent Review Board Hearing for Casa Grande Mobile Estates (File No. 0697-20-10172)

DEPARTMENT: Community Development Department, Housing & Neighborhood Services

RECOMMENDATION:

Consider the short-form rent increase application submitted by Casa Grande.

If approved, adopt Rent Review Board Resolution No. 2018-09, granting an increase of 75 percent of the change in the Consumer Price Index, or 3.574 percent (an average of \$20.10) for the period of December 31, 2015, to December 31, 2017.

INTRODUCTION:

Casa Grande Mobile Estates (“Park”), located at 1001 South Hale Avenue, has filed a short-form rent increase application. The Board is asked to accept the staff report, hear public testimony, and make a determination concerning the request in accordance with the Escondido Rent Protection Ordinance and the short-form procedures as outlined in the Rent Review Board Guidelines. The application and the staff report have been made available to the Board for review and consideration prior to the hearing.

THE RENT INCREASE APPLICATION:

Casa Grande is a senior park, which has a total of 102 spaces with 96 spaces subject to rent control. The Park is requesting an increase for the 96 rent controlled spaces. The other spaces not included in this application are vacant, on long term leases, are leases that are less than a year old, or are park-owned units. The amenities available for the residents include a clubhouse with kitchen, a pool and sauna, a greenbelt, RV storage, and coin laundry facilities.

The Park is currently repaving a road in the park that was dug up to repair a main City sewer line. The front section of the green belt is also currently under maintenance.

The application meets all the eligibility criteria for submittal of a short-form rent increase application.

PARK OWNER’S REQUEST:

The Park is requesting an increase of 75 percent of the change in CPI for the period of December 31, 2015, to December 31, 2017. Seventy-five percent of the change in the CPI for the period of consideration is 3.574 percent. The average monthly rent for the 96 residents that are affected by this application is \$590.32. The average monthly increase requested is \$20.10 per space, per month.

This is the eighteenth (18th) rent increase request filed by this Park since the Ordinance was implemented. The last increase was granted in September 2016 for an average amount of \$9.65 per space, per month.

RESIDENT MEETING AND COMMENTS:

All residents affected by this request were invited to attend a meeting in their clubhouse on July 30, 2018, at 6 p.m. Approximately 35 residents attended the meeting. The Park manager, Park owner, and City staff also attended the meeting. The application and the short-form hearing procedures were reviewed with the residents. Resident had several questions about the short-form process, history of Prop K and the range of increases. Resident co-representatives, Susan Halstead and Don Anderson, were selected. City staff reinforced the Rent Review Board's request that the Park representative and resident representatives meet before the Rent Review Board meeting to discuss Park issues.

The residents expressed safety concerns in the Park due to homeless people trespassing, recent petty thefts and lack of security around the fence area along the creek. Residents had questions for management about the new water meters for new tenants. Residents expressed their desire for the park to make additional improvements in the Park.

CODE ENFORCEMENT INSPECTION:

An inspection of the common areas of the Park by the Code Enforcement Division of the City noted some violations of the Health and Safety Code. A copy of the Code Report ("Report") is attached as "Attachment A." The Owner and Resident Manager received a copy of the Report. No rent increase, if granted, will take effect until all code violations are corrected.

ADDITIONAL FACTORS AFFECTING THE APPLICATION:

In conformance with the Rent Review Board Guidelines, the decision of the Board will be finalized by adoption of the Resolution confirming the findings of the Public Hearing. The Notice of Determination will be mailed to the applicant and residents immediately upon adoption of the Resolution. The 90-day notice of any rent increase granted may be sent to the residents upon the adoption of the Resolution.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Community Development
8/16/2018 8:51 a.m.


Belinda Rojas, Program Administrator
8/15/2018 2:30 p.m.

ATTACHMENTS:

1. Attachment A - Code Inspection Report
2. Rent Review Board Resolution No. 2018-09

DATE: AUGUST 02, 2018

TO: HONORABLE CHAIRMAN AND MEMBERS OF THE RENT CONTROL BOARD

FROM: MARK CASS, CODE ENFORCEMENT MANAGER 

SUBJECT: CASA GRANDE MOBILE ESTATES

Casa Grande Mobile Estates was inspected on August 01, 2018, with the lighting inspection conducted the same evening, as a result of an application for rent increase having been filed. There were four general violations found during the inspection and no lighting violations noted in the attached inspection report.

A resident meeting was held on July 30, 2018 (Attended by 35 residents, park management, park owner and city staff).

There was one code enforcement case opened during the year.

CC: Bill Martin, Director of Community Development
Belinda Rojas, Rent Control Administration



August 02, 2018

MOBILEHOME PARK RENT CONTROL
CODE ENFORCEMENT INSPECTION REPORT

Park Name: Casa Grande Mobile Estates
1001 S. Hale Ave., Escondido

Park Owner: Casa Grande LP
c/o Sue Pebley
54 N. La Senda
Laguna Beach, CA 92651

Park Manager: Kent Johns **Phone:** (760) 746-1311

Inspection Date: 08/01/18 **Inspectors:** Stephen Jacobson

The following report is based on the inspection of the mobile home park conducted under provisions outlined in the California Health & Safety Code, Division 13, Part 2.1; the California Code of Regulations, Title 25. This inspection report only addresses health and safety issues that are related to areas for which maintenance, repair and operations is the responsibility of the owners and managers of the park.

General Violations:

1. There is a hole in the bottom of the door to pool supply room. **25 CCR 1102(a) & 25 CCR 1608 (a)6;**
2. There is a torn "Jim Buoy" being used and maintained at the swimming pool. **25 CCR 1102(a);**
3. There is a broken sprinkler head in the common area behind unit number eight. **25 CCR 1102(a);**
4. There is a crack in the bottom of the commercial bin in the trash enclosure. **25 CCR 1102(a);**

**Areas of the park needing illumination per 25 CCR 1108
(Lighting Inspection; 8/01/2018)**

There are no lighting violations to report.

RESOLUTION RRB NO. 2018-09

A RESOLUTION OF THE ESCONDIDO
MOBILEHOME RENT REVIEW BOARD
MAKING FINDINGS AND GRANTING A RENT
INCREASE FOR CASA GRANDE MOBILE
ESTATES

WHEREAS, Article V of Chapter 29 of the Escondido Municipal Code is a codification of the Escondido Mobilehome Rent Protection Ordinance ("Ordinance") and provides for mobilehome space rent regulation; and

WHEREAS, the City of Escondido Mobilehome Park Rental Review Board ("Board") is charged with the responsibility of considering applications for rent increases; and

WHEREAS, a short-form rent increase application, pursuant to Section 12 of the Rent Review Board Guidelines, was filed on June 14, 2018, by Kent Johns of SKJ Properties, the representative for the Park Owner of Casa Grande Mobile Estates ("Park") located at 1001 S. Hale in Escondido. The short-form rent increase application applies to 96 of the 102 spaces; and

WHEREAS, this is the eighteenth (18th) rent increase application filed by the Park since the Ordinance became effective in 1988. The last short-form rent increase for 1.836 percent, or approximately \$9.65 per space, per month, was granted at a Rent Review Board Hearing held September 14, 2016, and formally adopted by Rent Review Board Resolution No. 2016-13; and

WHEREAS, at the time of the current short-form rent increase application, the average monthly space rent was \$590.32 for the spaces subject to the rent increase.

The owner requested a rent increase in the amount of 75 percent of the change in the Consumer Price Index (CPI) for the period December 31, 2015, through December 31, 2017, in accordance with the Rent Review Board short-form policy guidelines. The short-form rent increase application estimated this amount to be an average of \$20.10 (3.574 percent) per space, per month; and

WHEREAS, a notice of the Park's Short-form Rent Increase Application was sent to all affected homeowners. All parties were given notice of the time, date, and place of the rent hearing before the Board; and

WHEREAS, on August 1, 2018, a Mobilehome Park Rent Review Code Enforcement Inspection Report ("Inspection Report") was completed and it noted health and safety code violations in the Park; and

WHEREAS, on August 22, 2018, the Board held its public hearing and after an initial staff presentation, the Board invited testimony from Park ownership, residents of the Park, and other residents of the community at large; and

WHEREAS, after all present at the hearing had been given an opportunity to speak, the hearing was closed. Following an opportunity for discussion among the Board members and clarifying questions to the parties and Staff, the Board voted to grant an increase of 3.574 percent, an average of \$20.10 per space, per month, for the spaces, which are subject to a rent increase.

NOW, THEREFORE, BE IT RESOLVED by the Rent Review Board of the City of Escondido, as follows:

1. That the above recitations are true.

2. That the Board has heard and considered all of the reports and testimony presented, and has considered the facts as outlined in the short-form Guidelines (“Guidelines”).

3. That following the Guidelines, an increase based on 75 percent of the change in the CPI for San Diego County from December 31, 2015, through December 31, 2017, would amount to 3.574 percent, which averages \$20.10 per space, per month, for the spaces that are subject to a rent increase.

4. That the Board concluded that an increase of approximately \$20.10 per space, per month, is consistent with the Guidelines, and is fair, just, and a reasonable increase in light of the information presented by all parties.

5. That the short-form rent increase may not be implemented until after the health and safety code violations noted in the Inspection Report have been corrected, signed off, and are in compliance with the various state and local code sections as noted in the Inspection Report.

6. That the short-form rent increase may be implemented upon the expiration of the required 90-day notice to the residents, which may be issued upon the adoption of this Resolution.

CITY COUNCIL STAFF REPORT

Public Hearing Item No. 17

August 22, 2018

File No. 0875-20

SUBJECT: Commitment of HOME CHDO Funds and Approval and Authorization for Release of Request for Proposals for Affordable Housing Purposes

DEPARTMENT: Community Development Department, Housing & Neighborhood Services

RECOMMENDATION:

1. It is requested that Council review and approve a Request for Proposal to be released for the acquisition/redevelopment/rehabilitation of affordable housing; and
2. It is also requested that the City Council adopt Resolution No. 2018-97, authorizing the Director of Community Development to conditionally commit federal HOME Community Housing Development Organization (CHDO) funds in an amount not to exceed \$139,000 to Community HousingWorks (CHW) for the rehabilitation of six affordable rental units located at 1203 South Maple; and authorizing the Mayor and City Clerk to execute an Affordable Housing Loan Agreement, and all necessary loan and supporting agreements in forms acceptable to the City Attorney.

FISCAL ANALYSIS:

There will be no impact on the General Fund.

The City of Escondido receives an annual allocation of HOME Program funding from the U.S. Department of Housing and Urban Development (HUD). HOME funds can only be used for the development of affordable housing. By regulation, HOME funds must be committed to a specific project within two years and expended within four years. These deadlines have been suspended for entitlement funds, but have not been suspended for CHDO funds. FY 2016-17 HOME CHDO funds (\$69,165.45) must be committed and contracts must be executed by September 30, 2018, or the funds will have to be returned to HUD. FY 2017-18 HOME CHDO funds (\$69,709.35) must be committed and contracts must be executed by September 30, 2019.

HOME funds reserved in the various budgets have been aggregated and are available for commitment. HOME CHDO funds from FY2016-17 will be used to fund the CHW project. The request for Proposal (RFP) will include HOME entitlement funds from FY2016-2017 (\$7,532.15), FY 2017-2018 (\$348,546.75) and FY 2018-19 (\$294,852.04), HOME CHDO funds from FY 2018-19 (\$97,344) and HOME program income (\$250,015.71). CHDOs, non-profit developers, and for-profit developers are eligible to apply in the RFP.

PREVIOUS ACTION:

On December 10, 2014, the City Council approved the extension of the loan period for a 1989 Community Development Commission loan for Las Casitas Transitional Housing for an additional 15 years to December 31, 2029, and authorized the forgiveness of a 2000 HOME loan.

On May 4, 2016, the City Council approved the HOME budget with funds reserved for CHDOs and for housing development.

On June 7, 2017, the City Council approved the HOME budget with funds reserved for CHDOs and for housing development.

On May 16, 2018, the City Council approved the HOME budget with funds reserved for CHDOs and for housing development.

BACKGROUND:

Affordable Housing RFP

The RFP offers funding for the development of long-term affordable housing (with 45- or 55-year affordability restrictions). The RFP solicits proposals from CHDO's, for-profit and non-profit developers of affordable housing that will provide long-term affordable rental housing or first-time homebuyer opportunities through rehabilitation or redevelopment of blighted properties. Projects would be required to serve residents earning less than 80% of area median income. The final structure of the agreement(s) will be in a form approved by the City Attorney's office.

Staff has prepared the draft RFP (included as Attachment 1) for the use of the available HOME funds. Upon authorization of the City Council, staff will distribute the RFP to prospective applicants immediately. After staff review of the applications received, it is anticipated that recommendations to City Council for award of project(s) would occur in November 2018.

HOME/CHDO Allocation

On March 9, 2017, the Housing & Neighborhood Services Division released an RFP inviting for-profit, non-profit and CHDOs to submit requests for funding for the provision of affordable rental housing or first-time homebuyer opportunities through the rehabilitation of blighted properties or acquisition of long-term affordability covenants. The RFP included \$69,170 available for CHDOs. No eligible CHDO responded and funds were not committed to a project.

There are two known CHDOs working in the Escondido area: Community HousingWorks and San Diego Habitat for Humanity. CHW has a 30-year history as a non-profit developer and owner of affordable housing communities across San Diego County, with its roots in Escondido, and with a strong emphasis on incorporating the voices of low-income residents in their communities. Staff began discussions with CHW to determine if they had an eligible project, which could be funded within the appropriate timeframe. Eligible housing projects must have all financing committed, a budget and schedule established, underwriting and subsidy layering completed before HOME funds may be committed. Construction must be scheduled to begin within 12 months of the commitment of HOME funds.

Las Casitas Maple is a six-unit transitional housing development for families with children who are homeless or at risk of being homeless. This project affords families (typical household size is two to four people) an opportunity to reestablish themselves in an independent living situation while the adult members search for jobs, return to school and save money in order to find permanent housing. Las Casitas parents must either hold full-time employment, spend five days a week seeking employment, or be enrolled in classes, and their children must attend either school or childcare. The families are required to attend weekly meetings with a case manager.

The Community Development Commission of the City of Escondido made a loan from the Low and Moderate Income Housing Set-Aside fund in 1989 to relocate the six little homes to the current site in 1989. In August 2000, the City Council approved a \$50,150 loan for additional renovation of the units using HOME CHDO funds. Section 3 of the HOME Promissory Note, stated, "If all requirements described in this Promissory Note, the Loan Agreement, and the Regulatory Agreement are fulfilled, as of the expiration date of October 31, 2014, any and all obligations for repayment under the Deed of Trust securing this Note are forgiven." These conditions have been met, the loan was forgiven, and the HOME affordability period ended.

CHW had a Capital Needs Assessment for Las Casitas completed in April of 2018. The assessment includes approximately \$205,431 in improvements deemed necessary over the next several years. CHW prioritized the improvements and have prioritized approximately \$139,000 in rehabilitation to be completed. The rehabilitation scope includes site work, building systems improvement, repairs to the individual houses, improvements to the individual units, and energy efficiency upgrades. HOME CHDO funds will be provided in the form of a loan to the project. The City of Escondido would be the only lender to the project.

APPROVED AND ACKNOWLEDGED ELECTRONICALLY BY:

Bill Martin, Director of Comm. Dev.
8/16/2018 8:51 a.m.

Karen Youel, Housing & Neighborhood Svcs. Manager
8/16/2018 11:42 a.m.

ATTACHMENTS:

1. Attachment 1 - Draft Request for Proposals
2. Resolution No. 2018-97

ATTACHMENT "1"



CITY OF ESCONDIDO
HOUSING & NEIGHBORHOOD SERVICES DIVISION

REQUEST FOR PROPOSALS (RFP)

FROM

For-Profit Corporations, Non-Profit Corporations, and Certified Community Housing Development Organizations (CHDOs) seeking to provide long-term affordable rental housing or first-time homebuyer opportunities

RFP RELEASE DATE:

August 23, 2018

PROPOSAL SUBMITTAL DATE:

September 28, 2018

City of Escondido
Housing & Neighborhood Services Division
201 N. Broadway, Escondido, CA
(760) 839-4356

REQUEST FOR PROPOSALS (RFP)

INTRODUCTION

The Housing & Neighborhood Services Division of the City of Escondido is pleased to request proposals to provide affordable long-term rental housing or first-time homebuyer opportunities for low-income residents through the rehabilitation of blighted properties or acquisition of long-term affordability covenants. The City's Housing Division has \$900,000 available in federal Home Investment Partnerships (HOME) Program funds to award through this Request for Proposals (RFP). An additional \$97,344 is available for organizations that qualify as a Community Housing Development Organization (CHDO). Priority will be given to CHDO projects.

For-Profit, Non-Profit and CHDO organizations are encouraged to submit proposals. Non-profit organizations who intend to participate as a CHDO, as defined by the HOME Program (see Eligible Applicant(s)), should submit completed certification applications and supporting documentation to the City along with their proposal.

In releasing this RFP, the Housing Division's goal is to provide quality, affordable housing, rental or homeownership, for Escondido's low-income families through rehabilitation or redevelopment of blighted properties.

Program targeting restrictions for assisted homeownership units: 100 percent (100%) of HOME must be used to assist families earning up to eighty percent (80%) of the area median income. Program targeting restrictions for assisted rental units: ninety percent (90%) of households assisted with units funded by HOME program funds must be households with incomes of sixty percent (60%) or less of the area median income. Additionally, in rental developments containing five or more units, a minimum of twenty percent (20%) of the units must be occupied by families who have an annual income of fifty percent (50%) or less of the area median income, adjusted for family size. Priority will be given for proposals which include a higher percentage of units for families that have an annual income of fifty percent (50%) or less of area median.

The City will require a minimum 45-year period of affordability for all owner-occupied units or 55-year period for rental housing.

	2018 MAXIMUM INCOME LEVELS (Effective June 1, 2018)			
Household Size	30%	50%	60%	80%
1	20,450	34,100	40,920	54,500
2	23,400	38,950	46,740	62,300
3	26,300	43,800	52,560	70,100
4	29,200	48,650	58,380	77,850
5	31,550	52,550	63,060	84,100
6	33,900	56,450	67,740	90,350
7	36,250	60,350	72,420	96,550
8	38,550	64,250	77,100	102,800

- HUD published HOME income limits for San Diego County found at: https://www.hudexchange.info/resource/reportmanagement/published/HOME_IncomeLimits_State_CA_2018.pdf

A minimum number of units to be constructed using these funds has not been established. However, the total number of units proposed for the program constitutes one of the criteria affecting overall evaluation points (see Rating Sheet Criteria).

The Cranston – Gonzales National Affordable Housing Act of 1990 (NAHA) and any amendments thereto provides for the administration of the HOME Program. Projects must comply with the 2013 HOME Program Final Rule. In the event that Congress or the Department of Housing and Urban Development (HUD) adds or changes any statutory or regulatory requirements concerning the use or management of these funds, program participants shall comply with such requirements.

Enforceable regulatory agreements acceptable to the City and allowable under the HOME program regulations will be imposed upon first-time homebuyer and rental units newly constructed and/or rehabilitated through this program.

Interested and qualified For-Profit and Non-Profit Corporations are encouraged to submit proposals. Questions regarding submittal packages should be submitted in writing to Karen Youel, Housing & Neighborhood Services Manager, at KYouel@escondido.org by Monday, September 17, 2018. Responses will be posted to the City website by Thursday, September 20 at <http://www.escondido.org/housing-division.aspx>.

Sealed submittals marked “City of Escondido Housing & Neighborhood Services Division: Proposal for Delivery of Affordable Housing” will be accepted until Friday, September 28, 2018 at 5:00 p.m. at the Housing and Neighborhood Services Division office. No late proposals will be accepted. Respondents must include one (1) unbound original, three (3) bound copies, and one electronic version.

No additional information, whether written or oral, of any type (unless requested by the City) will be accepted or considered after this deadline. It is the applicant’s responsibility to ensure that submitted proposals are complete, accurate and clearly understandable in all respects. Evaluation factors used in ranking proposals are identified in the “Evaluation Criteria” section of this RFP.

The City reserves the right to negotiate and award contracts to multiple respondents, to reject any or all submittals, to waive any irregularities in the submittals, and/or to cancel, in whole or part, this RFP if it is in the best interest of the City to do so.

Funding allocations available through this RFP are made contingent upon sufficient funding availability. Actual award of HOME funds may depend on funds being made available from the U.S. Department of Housing and Urban Development. Should such funds not be granted to the City, the City reserves the right to cancel any contract. Further, any such agreement for HOME funds will be conditional in nature until the environmental review process is satisfactorily completed. Such an agreement will provide that the agreement to provide funds to the project is conditioned on the City’s determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review (24 CFR Part 58).

1. ANTICIPATED TIMELINE

Staff will evaluate submitted proposals and anticipates presenting recommendations to the Escondido City Council on **Wednesday, November 7, 2018 at 4:30 pm.** Staff’s recommendation will not be made public prior to that date. Following the City Council’s decision, the City will finalize a contract with the selected applicant(s). Funding for the

selected applicant(s) will proceed following the completion of the Environmental Review and/or other mandatory requirements including contracts and documents, as directed by funding source. **Please note that this is a tentative schedule subject to change.**

It is recommended that the individuals identified in the proposal as responsible for the proposed activities be present at the **November 7, 2018** City Council meeting. Access to the staff report and Council Agenda will be available 72 hours prior to the meeting on the following website: <http://www.escondido.org/meeting-agendas.aspx>.

2. ELIGIBLE APPLICANT(S)

2.1. For-profit

For-profit applicant(s) must have been incorporated or established as a partnership for one or more years.

2.2. Non-Profit

Non-Profit applicant(s) must have achieved Internal Revenue Code 501(c)(3) non-profit status and must have been in existence as an IRC 501(c)(3) for one or more years.

2.3. Community Housing Development Organizations (CHDOs)

Community Housing Development Organizations (CHDOs) are private nonprofit corporations that have been certified by the City as meeting the HOME Program CHDO eligibility requirements. In order to submit a proposal(s) for CHDO funding, a CHDO should submit a completed application with all attachments for CHDO certification along with its proposal response.

2.4. Requirements For All Applicant(s)

2.4.1. Preliminary Planning Review

In order to ensure that project proposals are viable from a land use standpoint and in compliance with the City of Escondido Zoning Ordinance and General Plan, it is necessary for the applicant to submit a completed planning review form with the proposal (Appendix A). Contact Kristina Owens, Associate Planner/Housing and Neighborhood Services Division at KOwens@escondido.org or 760-839-4519 with questions.

2.4.2. Relocation Requirements

Assisted projects are subject to federal relocation requirements. In general, all reasonable steps must be taken to minimize displacement as a result of an assisted project. If your project proposal involves the acquisition/rehabilitation of existing occupied rental units, you must contact the Housing and Neighborhood Services Division prior to taking any action in regard to the site, including, but not limited to, taking an option on the site, for noticing requirements. Failure to do so could result in your application being disqualified.

2.5. Requirements for Approved Applicant(s)

2.5.1. Environmental Review

Prior to the formal commitment of any assistance, all HOME-assisted projects must be assessed in accordance with the provisions of the National Environmental Policy Act of 1969 (NEPA). All NEPA assessments will be prepared by the City of Escondido and submitted to HUD for review and approval. **Please note that HUD Notice CPD 01-11 and 24 CFR Part 58 prohibit an individual or agency from incurring costs related to a project or activity once that individual or agency begins pursuit of federal assistance for that project or activity. Costs cannot be incurred until after the environmental review has been completed and HUD has issued a Release of Funds. If you incur costs for your project prior to the Release of Funds, you will not be reimbursed for those costs and your application may be disqualified.** All required state and federal environmental review, including compliance with California Environmental Quality Act (CEQA) Statutes and Guidelines, must be completed before project approval.

If you incur costs for your project prior to obtaining environmental clearance, they will not be reimbursed.

2.5.2. Insurance

Approved applicant(s) will be required to obtain comprehensive general liability and property damage insurance in the amount of \$3 million, with the City of Escondido named as an additional insured. The City of Escondido will also require property insurance in the amount equal to 100 percent of the replacement cost of the structure, with a lender's loss payable endorsement in favor of the City of Escondido. The general contractor for the project must obtain comprehensive general liability insurance in the amount of \$3 million, with the City of Escondido named as an additional insured. Insurance coverage must be provided by an A.M. Best's A-rated, class V carrier or better, admitted in California, or if non-admitted, a company that is not on the Department of Insurance list of unacceptable carriers.

2.5.3. Nondiscrimination

Approved applicant(s) must agree not to discriminate against any person on the basis of any protected classification, including but not limited to, race, religion, color, national origin, ancestry, physical or mental disability, medical condition, familial status, sex, military or veteran status, age, sexual orientation, gender identity or gender expression, ancestry, marital status or any other arbitrary basis.

2.5.4. Affirmative Marketing

Approved applicant(s) are required to market all units in assisted projects in accordance with the City of Escondido's Affirmative Fair Marketing Procedures and all State and Federal Fair Housing Laws.

2.5.5. State and/or Federal Labor Standards/Prevailing Wages

Assisted projects will be required to comply with all federal and state regulations pertaining to labor standards, including the prevailing wage requirements as determined pursuant to the Davis-Bacon Act (40 U.S.C. 276a-5) and State Labor Code (Section 1720, et seq.). State prevailing wage provisions apply for any construction and construction-related tasks done under contract and paid for in whole, or in part, with public funds. Federal Davis-Bacon Act provisions apply if federal HOME funds are used for **any** project costs, including construction and non-construction costs, of housing with 12 or more HOME-assisted units.

Approved applicant(s) will be required to utilize a consultant, approved by the City, to ensure that prevailing wage obligations are correctly carried out. Prevailing wage costs will be charged to the project and must be included in the project development budget. Proposals should be prepared assuming prevailing wage will be required.

2.5.6. Contractors

Approved applicant(s) must certify that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the covered transaction. In addition, contractors and subcontractors must hold a valid contractor's license from the State of California and must obtain a business license from the City of Escondido Community Development Department.

2.5.7. Relocation Requirements

Approved applicant(s) proposing to acquire and rehabilitate existing occupied units will be required to utilize a consultant, approved by the City, to ensure that relocation obligations are correctly carried out. **Relocation costs will be charged to the project and must be included in the project development budget.**

2.5.8. Removal of Physical Barriers/Section 504 of the Rehabilitation Act of 1973

Section 504 applies when HOME funds are used on a new construction housing or public facility project. Qualified housing projects are required to have a certain percentage of the units designed and made accessible to persons with mobility and sensory impairments. For new construction or rehabilitation of multifamily rental properties, five percent (5%) of the units (at least 1 unit) in the project must be accessible to individuals with mobility impairments, and an additional two percent (2%) of the units (at least 1 unit) must be accessible to individuals with sensory impairments. Any

housing units newly constructed or rehabilitated for purchase or single family (including semi-attached and attached) units shall be made accessible upon request of the prospective buyer if the nature of the handicap of an expected occupant so requires.

2.5.9. Minority and Women Business Enterprise Participation

The City encourages the use of minority and women business enterprises (MWBE). Approved applicant(s) will be required to use their best efforts to carry out the City's Minority/Women Business Enterprise Policy.

2.5.10 Lead-based Paint Evaluation and Control

Approved applicant(s) will be required to utilize a consultant to ensure that lead-based paint hazard evaluation and control measures are correctly carried out for all structures built before 1978. Lead based paint evaluation and abatement costs will be charged to the project and must be included in the project development budget.

2.5.11 Procurement Requirements

All goods and services procured in connection with an assisted project shall be procured in a manner that provides full and open competition and in the absence of conflicts of interest. In general, proposals should not include certain pre-selected members of the development team (such as the general contractor, management company, architectural firm, etc.), unless they have been selected through a competitive process that can be documented.

2.5.12 Section 3 Requirements

Section 3 of the HUD Act of 1968 applies to all recipients of HUD funds (including their contractors and subcontractors). All applications must certify that they will follow Section 3 requirements, which are outlined in brief at <http://www.hud.gov/offices/fheo/progdesc/emp-lowr.cfm>.

3. ELIGIBLE PROJECTS

The City of Escondido invests its housing funds consistent with two major policy documents: the Housing Element of the General Plan and the Consolidated Plan. These documents address the affordable housing needs of the City of Escondido.

The City of Escondido has a number of established housing policies that guide the City's decision-making with regard to City-assisted housing programs and projects. Current housing policies for the City were established in the most recently adopted Housing Element and identified in the City's Five-year Strategic Plan (within the Consolidated Plan FY 2015 through FY 2019). These Housing Element goals include:

- Expand the stock of all housing while preserving the health, safety, and welfare of residents and maintaining the fiscal stability of the City.

- Pursue a balance of jobs to housing.
- Channel residential growth to areas where the concurrent provision of services and facilities, including schools, parks, fire and police protection, and street improvements can be assured.
- Encourage a compact, efficient urban form that conserves land and other natural and environmental resources, and that promotes transit, supports nearby commercial establishments, and takes advantage of infrastructure improvements installed to accommodate their intended intensities.
- Encourage creative residential developments and partnerships that result in desirable amenities and contribute to infrastructure needs.
- Incorporate smart growth principles in new residential subdivisions, multi-family projects, and Mixed Use Overlay areas.
- Accommodate the regional share of housing for all income groups.
- Increase homeownership in the City through education, availability and affordability.
- Apply criteria demonstrating appropriateness for converting mobilehome parks to ownership or alternative uses.
- Seek ways to eliminate all forms of discrimination based on race, ancestry, national origin or color, religion, sex, familial or marital status, disability, medical condition, age, sexual orientation, or source of income in obtaining housing.
- Maintain and enhance the existing housing stock as a source of low- and moderate-cost housing and as a conservation measure.
- Seek ways to eliminate substandard housing through continued enforcement of the Health and Safety Code and the provision of programs which facilitate the maintenance and rehabilitation of housing.
- Utilize code enforcement measures and incentive programs as necessary to ensure that building and safety regulations are met and to promote property maintenance.

The primary purpose of this RFP is to provide low-income families with long-term affordable housing through acquisition, rehabilitation and/or redevelopment of deteriorated or obsolete dwellings or buildings.

HOME-assisted affordable project rents shall consist of the actual rent plus a utility allowance for tenant-paid utilities. The 2013 HOME Final Rule established revised utility allowance requirements for the HOME Program. HUD requires that PJs establish, and update annually, a per project Utility Allowance. The HOME rule allows PJs to require owners to complete initial utility allowances and send them to the PJ for review and approval. Acceptable methods include the HUD Utility Schedule Model (HUSM); Multifamily Housing Utility Allowance as outlined in Notice H-2015-4; Utility Company estimate; LIHTC Agency estimate; or Energy Consumption Model (Engineer Model).

	Current affordable HOME (maximum) rents (before utility allowance)	
No. of Bedrooms	Affordable Rent (Low HOME Rent)	Affordable Rent (High HOME Rent)
Studio	\$852	\$1,088
1	\$913	\$1,166
2	\$1,095	\$1,402
3	\$1,265	\$1,611
4	\$1,411	\$1,778

Rehabilitated units must be rehabilitated to meet, at minimum, HUD's Housing Quality Standards (HQS) and local building code standards. Proposals which include rehabilitation of existing dwelling units must include provisions for acceptable hazard reduction of any asbestos and/or lead-based paint present in the structure. Any asbestos present and any lead-based paint must be addressed to the satisfaction and compliance of local, state and federal laws.

4. ELIGIBLE COSTS

The following is a list of eligible costs under HOME Program regulations:

- Development hard costs, such as site preparation, on- and off-site improvements, demolition, construction, major housing systems replacement, lead-based paint and asbestos abatement and utility connections.
- Costs of acquiring improved or unimproved real property for the inclusion in a project which will begin construction within a 12-month period.
- Development soft costs, such as architectural, engineering or related professional services, costs necessary to obtain financing, development fees, impact fees, certain limited legal costs associated with the development of the proposed project, costs to provide information on fair housing and affirmative marketing to prospective tenants or homeowners, and relocation costs.

HOME funds may not receive final commitment from the City of Escondido until all necessary financing is secured, a budget and production schedule is established, underwriting, market assessment and subsidy layering is complete, and construction is expected to start within 12 months.

Costs must be necessary and must be consistent with the lowest reasonable cost, taking into consideration a project's scope and area. The minimum HOME investment in rental housing or homeownership is \$1,000 times the number of HOME-assisted units in the project. The minimum only relates to the HOME funds, and not to any other funds that might be used for project costs.

The maximum amount of HOME funds invested in a project shall not exceed the per unit dollar limits established by HUD as follows:

<u>No. Of Bedrooms</u>	<u>HOME Maximum Subsidy (Pursuant to CPD-2018-07)</u>
0 Bedrooms	\$147,074
1 Bedrooms	\$168,600
2 Bedrooms	\$205,502
3 Bedrooms	\$265,229
4 Bedrooms	\$291,114

The City will give priority to projects which propose a subsidy amount less than the allowable maximum.

5. PROHIBITED COSTS

The following is a list of ineligible costs under HOME Program regulations:

- Project reserve accounts (except for initial operating deficit reserves) or operating subsidies.
- Assistance to a completed project previously assisted with City of Escondido HOME funds which is still in its relevant period of affordability.
- Pay-off or reduction of existing debt on a property, unless refinancing is undertaken in conjunction with rehabilitation.

6. PROPOSAL REQUIREMENTS

Proposal requirements are outlined in the attached application.

7. EVALUATION CRITERIA

7.1. Threshold Criterion for All Applicants

See paragraphs 2.1, 2.2 and 2.3 under Eligible Applicants.

7.2. Criteria for Proposal Evaluation

- The applicant's ability to perform the administrative, managerial, and operational functions and to oversee the services necessary for the successful completion of the proposed project.
- Reasonableness of the applicant's timeline to receive commitments of leveraged funds in order to meet HOME fund commitment deadlines.
- The effectiveness of the proposed project in contributing to neighborhood improvement, stability, and elimination of blight.
- The effectiveness of the financing plan developed by the applicant for the long-term operation of the project.

- The effectiveness of the marketing plan and relocation plan (if applicable) developed by the applicant.
- The number of residents to be served as well as project cost on a per-bedroom basis.
- Reasonableness of the applicant's proposed timeline for project completion and achievement of full occupancy, and demonstrated ability to meet the timeline.
- The effectiveness of the proposed project in addressing identified housing priorities and in addressing the demonstrated needs of target residents.

8. **SELECTION PROCESS**

All submittals will be reviewed by Housing & Neighborhood Services Division staff to determine responsiveness to the submittal requirements. Proposals deemed to be responsive will then be reviewed by Staff and ranked in accordance with the evaluation criteria. Staff will prepare recommendations for the City Council and finalists may be invited to make a presentation to the City Council.

The Housing & Neighborhood Services Division reserves the right to request additional information on proposals submitted and may reject any and all proposals at its discretion.

9. **TIMELINE FOR LOAN CLOSING AND DISBURSEMENT OF FUNDS**

Proposals which receive favorable staff review and are recommended for funding will be presented to the City Council for conceptual approval. Upon approval by the City Council, the City of Escondido anticipates that agreement(s) for the use of funds be executed by March 30, 2018.

HOME funds will be formally committed once all preconditions have been met. These conditions may include submittal to the City of Escondido of the following items:

- Phase I Environmental Assessment;
- NEPA and CEQA Environmental Clearance;
- Evidence of commitments for all other financing for the project including a description of the terms and conditions of such financing;
- Updated preliminary title report; and
- Final plans and specifications.

The HOME Program requires that projects which include the acquisition of improved or unimproved real property must reasonably be expected to accomplish transfer of title within 6 months of the time that the City and the applicant enter into a legally binding agreement. Projects for the rehabilitation of existing rental units or the new construction of rental units shall reasonably be expected to start construction within 12 months of the time the City and the applicant enter into a legally binding agreement. The City reserves the right to cancel funding commitments, if projects are not proceeding satisfactorily towards commencement of the proposed activity.

Recipients will be required to execute a loan agreement, promissory note, deed of trust, regulatory agreement and related loan and construction documents. No funds will be

disbursed until the loan has been closed. Following loan closing, funds will be disbursed only for work completed, and only upon presentation of payment requests in a form prescribed by the City, with supporting documentation attached.

The Housing & Neighborhood Services Division will monitor and certify compliance with the provisions of contracts resulting from this RFP.

10. TIMELINE FOR COMPLETION OF WORK

HOME funds must be under contract by June 30, 2018. Projects must be completed, and occupancy by lower-income households achieved, by June 30, 2024. HOME Projects are to be completed within 4 years of commitment. HOME-assisted rental units must be occupied by income-eligible households within 18 months of project completion. HOME-assisted homebuyer units must have a ratified sales contract within 9 months of construction completion.

11. CLARIFICATIONS AND ADDENDA

Requests for clarifications regarding this Request for Proposals should be directed to Karen Youel, Housing & Neighborhood Services Manager, at (760) 839-4518 or by email at KYouel@escondido.org. Substantive changes in the submittal requirements, if any, will be made and issued in the form of an addendum that will be posted electronically on the Housing Division's website, located at <http://www.escondido.org/housing-division.aspx>. **Applicants are encouraged to check this website frequently as this will be the only manner in which Addendums (if any) will be released; no further Notices will be provided.**

12. CONDITIONS

By the act of submitting a proposal, respondent acknowledges and agrees to the terms and conditions of this RFP. All proposals become the property of the Housing & Neighborhood Services Division.

APPLICATION FORM

Name of Organization/Corporation: _____

Address: _____

Contact Person: _____

Title: _____

Phone number: _____

Email address: _____

President, Board of Directors: _____

OR General Partner: _____

Number of Years Organization/Corporation in Existence: _____

COMPLETED PROPOSALS MUST INCLUDE ALL OF THE FOLLOWING THAT APPLY:

- Application Form
- Project Summary Form
- Preliminary Planning Review Certification (Appendix A)
- Development Budget (Appendix B or C)
- Photographs of proposed site
- Most recent financial audit of year-end financial statement
- Organization Chart
- Certification Page
- List of Board of Directors with affiliations
- Copy of tax exemption ruling
- Articles of Incorporation
- Partnership Agreement

Certified CHDOs and Nonprofit Applicants:

I hereby certify that I have been authorized by action of the Board of Directors to submit an application to the Housing & Neighborhood Services Division of the City of Escondido in response to the Request for Proposals released by the City of Escondido, Housing & Neighborhood Services Division, to provide long-term affordable rental housing or first-time homebuyer opportunities through rehabilitation and/or redevelopment of deteriorated housing.

I hereby certify that this organization achieved 501(c)(3) status at least one year ago.

Executive Director

Date

For-Profit Applicants:

I hereby certify that I have been authorized by action of the Board of Directors to submit an application to the Housing & Neighborhood Services Division of the City of Escondido in response to the Request for Proposals released by the City of Escondido, Housing & Neighborhood Services Division, to provide long-term affordable rental housing or first-time homebuyer opportunities through rehabilitation and/or redevelopment of deteriorated housing.

I hereby certify that this organization received its status as a corporation/partnership at least one year ago.

President

Date

PROJECT SUMMARY:

Name of Organization _____

Project Address _____

Assessor's Parcel Number(s) (APNs) _____

Number of Units (by bedroom/bath mix) _____

Amount of Affordable Housing Funds Requested \$ _____

Total Project Cost \$ _____

Expected Date of:

Acquisition _____

Rehabilitation/Redevelopment _____

Occupancy _____

Date of Certification of Preliminary Planning Review _____

Number of Subsidized Units (by bedroom/bathroom mix) _____

Total Per Unit Cost \$ _____

Total Per Bedroom Cost \$ _____

Total Per Unit Subsidy \$ _____

Total Per Bedroom Subsidy \$ _____

Percentage of Households Served: Under 30% AMI _____

Under 50% AMI _____

Under 60% AMI _____

Total _____

Expected Rent Range Per Unit For: 1 Bedroom _____ Estimated Sq. Ft. _____

2 Bedrooms _____ Estimated Sq. Ft. _____

3 Bedrooms _____ Estimated Sq. Ft. _____

4 Bedrooms _____ Estimated Sq. Ft. _____

Other (specify) _____

Type of Site Control _____

Number of Currently Occupied Units _____

Income Level of Current Households _____

Number of Potential Relocation Households _____

Date Relocation Notices Sent _____

1. ORGANIZATION:

- a. State your organization's/corporation's mission.
- b. Describe the past activities/experience of your organization/corporation.
- c. Describe how the activities you are proposing under this program fit with your organization's/corporation's current and planned future activities.
- d. Describe the administrative structure of your organization/corporation.
- e. Describe your organization/corporation's long-term stability, including succession planning and ownership of developments.
- f. List the names and phone numbers of three persons that can provide references regarding your organization's/corporation's past activities.

2. PROJECT DESCRIPTION:

- a. Describe the project to be developed, including a narrative scope of work.
- b. Describe how the project will address issues related to blight.
- c. Attach a chart showing the anticipated timeline for the following activities: site acquisition, obtaining required planning approvals, funding availability from all sources, relocation activities, start and finish of rehabilitation and redevelopment activities, marketing, rent-up, full occupancy, and any other important activities associated with your project.

3. TECHNICAL CAPACITY:

- a. Describe your capability to administer a First-time Homebuyer, development, redevelopment and/or rehabilitation program.
- b. Describe your capability to maintain long-term (45 or 55 year) affordability restrictions.
- c. Describe the experience of the development team in real estate development, redevelopment and/or rehabilitation. Attach resumes of staff and consultants specifically assigned to this project.

4. MARKETING AND MANAGEMENT:

- a. Describe how the units will be marketed to low-income renters.
- b. Describe fair housing activities you will pursue.
- c. Describe how you will qualify potential renters.
- d. Property management:
 1. Will property management be in-house? If not, do you have a company selected?
 2. Describe previous property management experiences, including, if applicable, with rent-restricted dwelling units.
 3. Provide names and phone numbers of at least two references for property management.
- d. Describe supportive services that will be offered to residents.

5. NEIGHBORHOOD:

- a. Identify the neighborhood you will serve. Attach a map and identify boundaries.
- b. Attach census data for the census tract of the project site and describe how your project will serve the housing needs of the neighborhood.
- c. Summarize the condition of the housing stock in the neighborhood.
- d. Estimate the number of deteriorated dwelling units in the neighborhood.
- e. Document the sales prices of recent sales of units within the neighborhood.
- f. Document neighborhood services (public transportation, food stores, childcare, etc.).
- g. Complete the following chart:

A. Location and Description of Property			
1. Street No.(s)	2. Street Name(s)	3. Census Tract	4. Assessor Parcel No.
5. Current Zoning (if recently changed, submit evidence)			
B. Type of Project/ Mark all that apply		Acq./Rehab () Redevelopment ()	Ownership () Rental ()
1. Single Family () No. of Units	2. Multi-Family () No. of Units	3. No. of Stories	4. No. of Buildings
5. Detached () 6. Attached ()	7. Manufactured ()	8. Modules ()	9. Site Built ()
C. Building Information			
1. Year Built	2. Occupied Tenant () Owner ()	3. Vacant ()	4. Accessory Buildings
5. Foundation slab on grade () full bsmt. () partial bsmt. () crawl space ()	6. Utilities Water () Public () Private () Distance from site: _____ Sewer () Public () Private () Distance from site: _____	7. Site size	

6. DESCRIPTION OF LAND USE:

- a. Does your site/proposed project require any land use changes (i.e. density bonus, conditional use permit, variance)?
- b. Site Control:
 - 1. Current owner.
 - 2. Type of options and length of time the owner will allow.
- c. Attach preliminary planning review certification received from the Planning Division.
- d. State how many units are currently occupied on the proposed site. Provide information on experience with state and/or federal relocation law. Be sure to include relocation costs, if applicable, in your initial development budget.
- e. Attach copies of relocation notices provided to residents of currently occupied units, if any.

7. PROJECT FINANCING:

- a. Provide a development budget using one of the two provided financial pro forma templates (Attachment B or C)
- b. Identify proposed sources of funds (both private and public) and the dollar amounts for each respective source, and all uses of funds associated with the project. Please be specific about your source of funds and whether they are committed or uncommitted. If committed, attach evidence of commitments, including a description of the terms and conditions. Provide the name and phone number of a contact person to confirm committed sources of funds.
- c. Provide an operating budget for the project.
- d. Estimate the percentages of owner's equity, and public and private funds you will use for the initial property acquisition.
- e. State whether your project would be feasible with a lower amount of City funding than requested in this proposal.
- f. State the number of units by bedroom size and AMI that will be HOME-assisted. Estimate the amount of HOME subsidy per HOME-assisted unit.

8. PROJECT TIMELINE:

- a. Attach a chart showing the anticipated timeline for the following activities: site acquisition, obtaining required planning approvals, funding availability from all sources, relocation activities, start and finish of development or rehabilitation, marketing, rent-up, full occupancy, and any other important activities associated with your project.

9. OTHER:

- a. State anything else you would like us to know about the proposed project or your organization/corporation that is pertinent to this application. Please limit comments to one page.

Following is the rating sheet that the review panel will use to evaluate proposals.

**RATING SHEET
CRITERIA**

Name of Applicant: _____

Project Site Address: _____

Applicant meets threshold? ___ yes ___ no

THRESHOLD	YES	NO
Applicant in existence for at least one year		
Preliminary Planning Review		
EVALUATION CRITERIA	MAXIMUM POINTS	THIS APPLICATION
The applicant's ability to perform the administrative, managerial, and operational functions, and to oversee the services necessary for the successful completion of the proposed project.	19	
Reasonableness of the applicant's timeline to receive commitments of leveraged funds in order to meet HOME fund commitment deadlines	15	
The effectiveness of the proposed project in contributing to neighborhood improvement and stability.	15	
The applicant's proposed timeline for acquiring sites and beginning construction or rehabilitation.	15	
The effectiveness of the financing plan developed by the applicant for the long-term operation of the project.	12	
The effectiveness of the marketing plan and relocation plan (if applicable) developed by the applicant.	12	
The number of units to be acquired, rehabilitated, or constructed and rented or sold to low-income households as well as per bedroom cost.	12	
SUB-TOTAL	100	
Bonus Section	MAXIMUM POINTS	SCORE
Non-profit sponsor	4	
Redevelopment of Significant Blight	4	
Percentage of units (exceeding required 20%) to be occupied by households with an annual income at 50% or less of the area	4	
CHDO sponsor/owner/developer	4	
Percentage of units with 3 or more bedrooms per units	4	
SUB-TOTAL	20	
TOTAL	120	

Reviewer: _____

City of Escondido, Housing & Neighborhood Services Division
Appendix A

PRELIMINARY PLANNING REVIEW

Applicant's Information:

Name of Organization: _____

Address: _____

Contact Person: _____

Phone: _____ FAX: _____

Project Information:

Project Address: _____

Assessor's Parcel Number (APN): _____

Project Description: _____

Does project propose any physical changes to the existing site plan? If so, please specify and attach site plan. _____

Are there any proposed exterior changes to existing structures? If so, please specify.

If this is an acquisition and rehabilitation project, please fill out BOTH columns. If this is a new construction project, please fill out column (2) only.

(1) Existing Unit Mix:

- ___ 1 Bd Units
- ___ 2 Bd Units
- ___ 3 Bd Units
- ___ 4 Bd Units
- ___ Total Units

(2) Proposed Unit Mix:

- ___ 1 Bd Units
- ___ 2 Bd Units
- ___ 3 Bd Units
- ___ 4 Bd Units
- ___ Total Units

Parking Conformance:

Acquisition and Rehabilitation Proposal

___ Parking spaces currently provided

New Construction Proposal

___ Parking spaces proposed

Open Space Conformance:

Acquisition and Rehabilitation Proposal

___ SF Open space currently provided

New Construction Proposal

___ SF Open space proposed

DRAFT

For Staff Use Only

	Notes and Comments																											
Zoning																												
Is any discretionary or administrative permit required?																												
Is design review required?																												
Does project comply with zoning requirements?																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">No. of Units _____</td> <td style="width: 25%;">Permitted _____</td> <td style="width: 50%;">Proposed _____</td> </tr> <tr> <td>Density _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> <tr> <td>Parking _____</td> <td>Required _____</td> <td>Proposed _____</td> </tr> <tr> <td>Height _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> <tr> <td>Setbacks</td> <td></td> <td></td> </tr> <tr> <td>Front _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> <tr> <td>Street side _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> <tr> <td>Interior side _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> <tr> <td>Rear _____</td> <td>Permitted _____</td> <td>Proposed _____</td> </tr> </table>	No. of Units _____	Permitted _____	Proposed _____	Density _____	Permitted _____	Proposed _____	Parking _____	Required _____	Proposed _____	Height _____	Permitted _____	Proposed _____	Setbacks			Front _____	Permitted _____	Proposed _____	Street side _____	Permitted _____	Proposed _____	Interior side _____	Permitted _____	Proposed _____	Rear _____	Permitted _____	Proposed _____	
No. of Units _____	Permitted _____	Proposed _____																										
Density _____	Permitted _____	Proposed _____																										
Parking _____	Required _____	Proposed _____																										
Height _____	Permitted _____	Proposed _____																										
Setbacks																												
Front _____	Permitted _____	Proposed _____																										
Street side _____	Permitted _____	Proposed _____																										
Interior side _____	Permitted _____	Proposed _____																										
Rear _____	Permitted _____	Proposed _____																										
General Plan Land Use Designation																												
Floodplain Not in floodplain _____ 100 yr floodplain _____ 500 yr floodplain _____	FEMA Panel # _____																											
General Plan Designation																												
General Plan Overlay																												
Zoning Designation																												
Zoning Overlays																												
Historic Significance																												
Year Built																												

Reviewed by Planning Staff: _____ Date: _____

RESOURCES

City of Escondido

<http://www.escondido.org/>

Consolidated Annual Performance and Evaluation Report for Fiscal Year 2016-17

<https://www.escondido.org/Data/Sites/1/media/PDFs/Neighborhood/FINALFY2016-2017ConsolidatedAnnualPerformanceEvaluationReport.pdf>

Escondido General Plan

Adopted by the Escondido City Council May 23, 2012

<http://www.escondido.org/general-plan.aspx>

HOUSING ELEMENT (within the General Plan)

<http://www.escondido.org/Data/Sites/1/media/PDFs/Planning/GPUupdate/GeneralPlanChapterIV.pdf>

Annual Housing Element Progress Report For 2017

<https://www.escondido.org/Data/Sites/1/media/PDFs/Housing/AnnualHousingElementReport.pdf?v=4>

Home Investment Partnerships (HOME) Program

<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/index.cfm>

Home Investment Partnerships (HOME) Program

Program Regulations: 2013 Final Rule 24CFR Part 92

<https://www.onecpd.info/home/home-final-rule/>

Senate Bill No. 341: An Act to Amend Section 34176 of, and to Add Section 34176.1 to, the Health and Safety Code, Relating to Redevelopment

http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201320140SB341

San Diego Association of Governments (SANDAG)

<http://www.sandag.org/>

Additional links may be found on the City of Escondido's website

<http://www.escondido.org>

RESOLUTION NO. 2018-97

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESCONDIDO, CALIFORNIA, AUTHORIZING THE DIRECTOR OF COMMUNITY DEVELOPMENT TO CONDITIONALLY COMMIT FEDERAL HOME COMMUNITY HOUSING DEVELOPMENT ORGANIZATION FUNDS TO COMMUNITY HOUSINGWORKS FOR THE REHABILITATION OF LAS CASITAS TRANSITIONAL HOUSING; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AFFORDABLE HOUSING LOAN AGREEMENT AND SUPPORTING DOCUMENTS

(1203 South Maple, Escondido, California)

WHEREAS, the City of Escondido (“City”) receives federal HOME funds for the production of affordable housing and 15 percent of each year’s allocation must be committed to Community Housing Development Organizations (“CHDOs”); and

WHEREAS, Community HousingWorks has been determined to be an eligible CHDO; and

WHEREAS, Community HousingWorks has requested funds to rehabilitate Las Casitas Transitional Housing; and

WHEREAS, the City desires at this time, and deems it to be in the best public interest, to preserve the affordability and rehabilitate the structures of Las Casitas Transitional Housing, and to authorize the execution of all agreements, loan documents and grant deeds necessary for the provision of affordable housing in exchange for affordability restrictions.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Escondido, California, as follows:

1. That the above recitations are true.

2. That the amount designated for the activity will allow Community HousingWorks to complete necessary improvements to Las Casitas Transitional Housing, and secure affordability covenants.

3. That Loan and Security Agreements are necessary to secure the loan between Community HousingWorks and the City.

4. That the Director of Community Development is authorized to conditionally commit federal HOME Community Housing Development Organization funds in an amount not to exceed \$139,000 to Community HousingWorks for the rehabilitation of six affordable rental units located at 1203 South Maple

5. That the Mayor and City Clerk are hereby authorized to execute, in form approved by the City Attorney, the necessary loan and security Agreements between the City and Community HousingWorks, for the purpose of providing affordable housing at Las Casitas Transitional Housing.



FUTURE CITY COUNCIL AGENDA ITEMS

Updated August 16, 2018

*AGENDA ITEMS AND CITY COUNCIL MEETING DATES ARE SUBJECT TO CHANGE.
CHECK WITH THE CITY CLERK'S OFFICE AT 839-4617*

August 29, 2018
NO MEETING (5th Wednesday)

September 5, 2018
NO MEETING (Labor Day)

Weekly Activity Report



August 16, 2018

FEATURED THIS WEEK

Downtown Continues to Grow

Exciting new housing options are on the horizon in the City's historic downtown. Click on the image below to read the article featured in the *San Diego Union-Tribune* this week.

Housing galore coming to downtown Escondido, with hope shoppers will follow



Construction of a 126-unit condominium/apartment complex on the site of the old Escondido Police headquarters at the convergence of Grand Avenue and W. Valley Parkway is underway. It is just one of many housing projects coming to the downtown area soon. (J. Harry Jones / U-T)



The Art Center's Marquee Gets a Facelift

The Art Center's marquee on Valley Parkway received a much needed upgrade this week. Contractors, City crews, and CCAE staff worked hard to get the new marquee operational and programmed.



COMMUNITY DEVELOPMENT

Major Projects Update

The following major projects are being reviewed and coordinated by Planning, Engineering, Fire, Building and Utilities. The list of projects below encompasses recent project updates and/or milestones from last week.

Commercial / Office:

1. Escondido Research and Technology Center (ERTC) – West (Developer: James McCann) 2181 Citracado Parkway – A plan for a new two-story, 57,000 SF, 52-bed Palomar Rehabilitation Institute was submitted as a Plot Plan on July 31, 2017. The Plot Plan approval letter was issued on February 7, 2018. A second grading plan check was submitted by the applicant on April 16, 2018, and the grading permit is ready to be issued once bonds are posted and fees paid. The Building Division provided the applicant a fee calculation for the development impact fees on July 11, 2018. Planning is awaiting information from the applicant that assures adequate parking is provided.
2. Talk of the Town Gas Station/Convenience Store (Developer: Munthar Ghazal) 400 Brotherton Road – A proposed CUP modification to add a gas station next to the carwash and use part of the vacant restaurant building for a related convenience store was submitted on March 7, 2018. The applicant submitted revised plans on May 24, 2018, and has had a follow-up meeting with Fire. Comments were sent back to the applicant on June 22, 2018. The applicant recently notified staff they were considering alternative uses for the commercial building and would be back in touch.
3. Ritz Theater “The Grand” (Developer: New Venture Church) 301, 309 E. Grand Avenue – A proposed CUP to renovate the existing Ritz Theater and adjacent commercial building to provide for a variety of assembly uses including performing arts and religious services. A café, offices and classroom studios are also included. The application was submitted on May 17, 2018. The applicant submitted revised plans on July 3, 2018. The Historic Preservation Commission considered historic-related design issues on July 19, 2018, and provided direction to the applicant. Planning provided comments from all departments to the applicant on July 31, 2018. Preparation of the environmental documents is underway. The applicant requested expedited processing through the Business Enhancement Zone regulations at a City Council Economic Development Subcommittee meeting on August 9, 2018. That request was granted and the application will now proceed directly to the City Council following CEQA clearance and resolution of the remaining issues. A meeting with Utilities occurred this week to discuss water supply issues.

Industrial

1. Escondido Self-Storage Facility (Developer: Brandywine Homes, Inc.) 2319 Cranston Dr. – Updated building plans were resubmitted into plan check on July 24, 2018. The final map is tentatively scheduled to be considered by City Council on September 19, 2018. All fees have been paid to Engineering and bonds have now been posted.

City Projects

1. Micro-Filtration Reverse Osmosis (Developer: City of Escondido Utilities Department) SE corner Ash/Washington – The City Council approved a contractual agreement with Black and Veatch for engineering services on April 4, 2018. A project design kick-off meeting occurred on June 13, 2018. A meeting was held on August 14, 2018, to discuss the RFQ that will be released to solicit a Design/Build firm.
2. Lake Wohlford Replacement Dam (Developer: City of Escondido Utilities Department) – A Draft EIR was prepared and issued for a 45-day public review period that began on October 4, 2016 and closed on November 17, 2016. A field visit with staff from the state and federal wildlife agencies took place on May 11, 2017, to review biological mitigation requirements including an agency request for full mitigation for emergent vegetation at the eastern end of the lake that came into existence since the lake level was reduced for safety reasons. Staff sent a follow-up letter to the wildlife agencies on June 29, 2017, seeking clarification on the proposed biological mitigation requirements. Additional information is being compiled by the City's biological consultants based on recent conversations with the agencies.

Institutional

1. Escondido Assisted Living (Developer: Tigg Mitchell, Mitchell Group) 1802 N. Centre City Parkway – This CUP application for a 71,300 SF three-story, assisted living and memory care facility with 90 total units was submitted on October 31, 2017. The City Council authorized review of a General Plan Amendment request on March 21, 2018, which was necessary to review the request to allow a third floor for the building. The applicant has been actively engaged with Fire, Engineering and Planning staff and has provided several revisions intended to address identified issues with the most recent project revision received on June 25, 2018. SB 18 consultation with a local Native American band occurred on July 24, 2018. Draft environmental documents are expected to be submitted next week.

Residential

1. Wohlford Subdivision (Developer: Jack Henthorne) 55 lots at 661 Bear Valley Pkwy. – The Planning Commission voted 6-0 to recommend approval of the project on June 26, 2018. The City Council approved the project on August 15, 2018.
2. Safari Highlands Ranch (SHR) (Developer: Jeb Hall, Concordia Homes) 550 lots east of Rancho San Pasqual – A Notice of Availability for the Draft EIR was issued on October 16, 2017 for public review and comment. The comment period ended on January 2, 2018. Staff transmitted all the comment letters and emails to the Draft EIR consultant for review and to prepare a response to each comment. The Draft EIR and appendices have been posted on the City's website at the following link:

<https://www.escondido.org/safari-highlands-ranch-specific-plan.aspx>

It is expected the responses to comments will generate related revisions to the project design. The applicant's engineer is currently working to incorporate those revisions into the

proposed tentative map. The project engineer met with Utilities, Engineering and Planning this week to discuss some of the proposed revisions.

3. 18 lots at 701 San Pasqual Valley Rd (Developer: Bob Stewart) – Staff comments on the revised tentative map were issued the last week of July 2017. Staff is currently reviewing revised plans submitted by the applicant on April 5, 2018. Planning staff met with the applicant on June 27, 2018 to discuss remaining issues. The applicant met with the Fire Department the following week. The applicant resubmitted a revised pdf version of the plans that was given a courtesy review by staff.
4. The Villages at Escondido Country Club (Developer: Jason Han, New Urban West, Inc.) 380 residences – The City Council voted 3-2 to approve the project on November 15, 2017. A lawsuit challenging the project approval was filed in Superior Court on behalf of the Escondido Country Club Homeowners (ECCHO) on December 15, 2017. The City has agreed to review construction plans for the project while the lawsuit is pending, but not issue any construction permits. The applicant submitted rough grading plans, drainage improvement plans and utility relocation plans for all three villages on May 7, 2018. Engineering plan check comments were issued on June 5, 2018. Planning comments also were issued the second week of June. Landscape plans were submitted on June 5, 2018. The applicant submitted the final map, revised grading plans and other improvement plans on July 9, 2018. Comments on the revised plans were sent to the applicant on August 3, 2018. Engineering met with the applicant's engineer on August 7, 2018, to review those comments. Additional comments on the improvement plans and the final map have been provided by Engineering

The approved tentative subdivision map, Final EIR and appendices, Specific Plan and other related information can be accessed on the City's website at the following link:

<https://www.escondido.org/ecc.aspx>

5. North Avenue Estates (Developer: Casey Johnson) 34 lots at North Ave./Conway Dr. –The City Council approved the project on January 10, 2018. The LAFCO application for annexation was submitted to LAFCO on February 20, 2018. LAFCO has prepared and distributed a draft staff report, and the County Department of Environmental Health is reviewing the submitted geotechnical data per LAFCO request. Final engineering plans were submitted on May 24, 2018. Comments were returned to the applicant on July 5, 2018.
6. Aspire (106 condo units on Municipal Lot 1) (Developer: Addison Garza, Touchstone Communities) – The proposal consists of a six-story mixed-use development across from City Hall on Parking Lot 1. The project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the most recent resubmittal of the project plans was received on May 10, 2018. Fire is awaiting confirmation that Maple Street will support the weight of their apparatus. A Traffic Impact Analysis has been provided and Planning is awaiting submittal of the rest of the environmental documentation for review.
7. The Ivy (95 condo units at 343 E. 2nd) (Developer: Addison Garza, Touchstone Communities) - The condo project was initially submitted for entitlement processing on June 23, 2017. Subsequent meetings with the applicant and staff have been on-going, and the

most recent resubmittal of the project plans was received on May 10, 2018. The applicant has proposed changing circulation through the adjacent alley to one-way southbound; and a field demonstration of fire truck turning radii at the site occurred on May 2, 2018. Fire has now indicated they support the project design. An environmental initial study and Draft Mitigated Negative Declaration (MND) were submitted for review on June 11, 2018. Comments on the MND were sent to the applicant and consultant on July 30, 2018. Planning met with the applicant and consultant to discuss the comments on August 9, 2018.

8. Grand Avenue Apartments (Developer: Norm LaCaze, Escondido Venture 99, LLC) 15 apt. units at 1316 E. Grand Ave. – A planned development application proposing 15 multi-family units in one three-story building on a vacant 0.51-acre lot was submitted for entitlement processing on September 22, 2017. Several follow-up meetings with staff were held to discuss the outstanding issues regarding the project design and revised plans were submitted in early April. Planning Fire, Engineering and Utilities comments on the revised plans were sent to the applicant on April 25, 2018. Planning and Engineering met with the applicant on May 31, 2018 to discuss the comments. Utilities met with the applicant on June 12, 2018, and resolved that no new hydrants or water main extensions will be required on the site, but there may be a need to upsize an existing hydrant to meet fire flow standards. Revised plans were submitted to Planning on August 10, 2018.
9. Quince Street Senior Housing (Developer: Matt Jumper, 220 Quince, L.P.) 145 apartment units at 220 N. Quince St.– The five-story affordable senior housing apartment project was submitted on November 21, 2017. Four meetings with the applicant team and multiple city departments have occurred since the project submittal to discuss project design issues, with the most recent meeting occurring on July 12, 2018. Utilities conducted a fire flow test at the site on June 26, 2018. Fire and Utilities have provided comments on latest site constraints exhibit that was received on July 23, 2018.
10. Sager Ranch/Daley Ranch Resort Specific Plan (Developer: J. Whalen Associates, Inc., Sager Ranch Partners) 203 housing units and 225-room resort hotel on 1,783-acres, just north and east of Dailey Ranch – This proposed residential and resort hotel annexation and specific plan project was received on March 2, 2018. The project submittal has been deemed incomplete and a letter from staff requesting additional project related information was sent to the applicant on April 4, 2018. Requested information includes annexation exhibits, proposed general plan amendment text, a proposed Transfer of Development Rights Program, environmental initial study, and a fiscal impact analysis. Planning met with the applicant on May 17, 2018 to discuss items listed in the letter. A follow-up meeting to discuss engineering issues occurred on June 27, 2018. The applicant met with Escondido Fire and Valley Center Fire on August 1, 2018 to discuss fire protection issues.

A project webpage containing draft documents and plans has been added to the Planning Division's website at the following link:

[Daley Ranch Resort Specific Plan - City of Escondido](#)

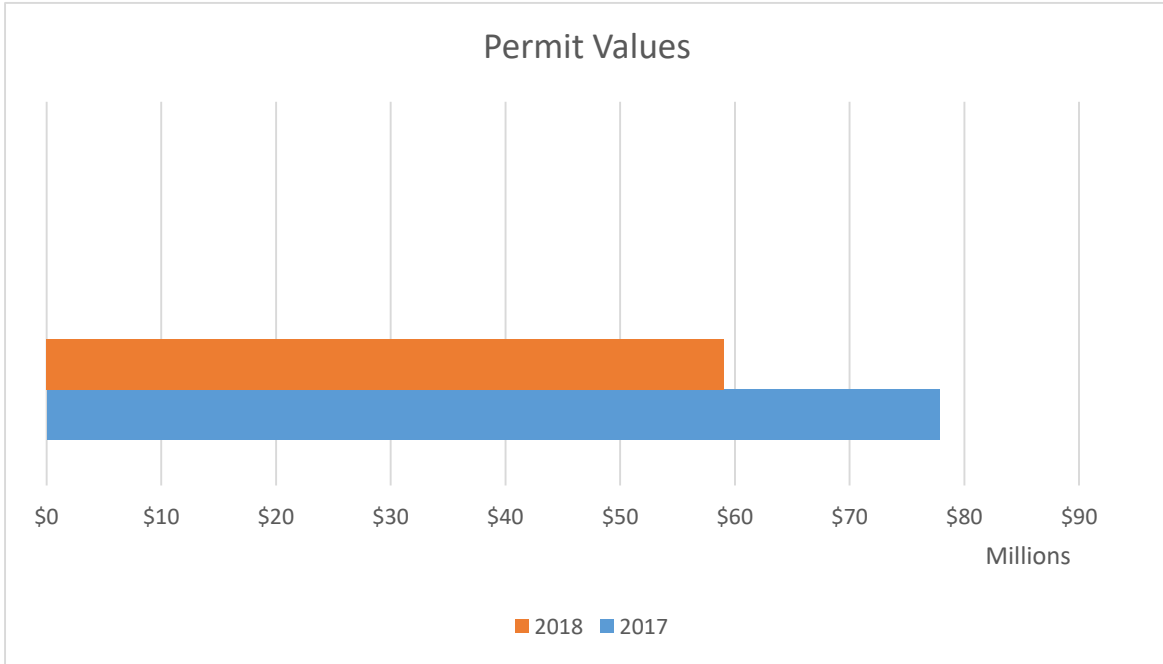
11. Nutmeg Condo General Plan Amendment (Developer: Jim Simmons, CCI) 137 townhome condo units on 7.7 acres on both sides of Nutmeg between I-15 and Centre City Parkway – This proposed multi-family residential development includes a GPA from Office to Urban III (up to 18 du/acre) as well as a vacation of approximately one acre of public right-of-way for

use in the project. The project application was received on June 15, 2018. Comments from Planning, Fire, Engineering, Utilities and Traffic Engineering were provided to the applicant on July 13, 2018. A follow-up meeting with the applicant to discuss the comments occurred on July 31, 2018. Engineering has indicated that a specific alignment plan will be required to address the street radius on Nutmeg in the vicinity of the project. Fire has identified some access issues that need to be addressed as well.

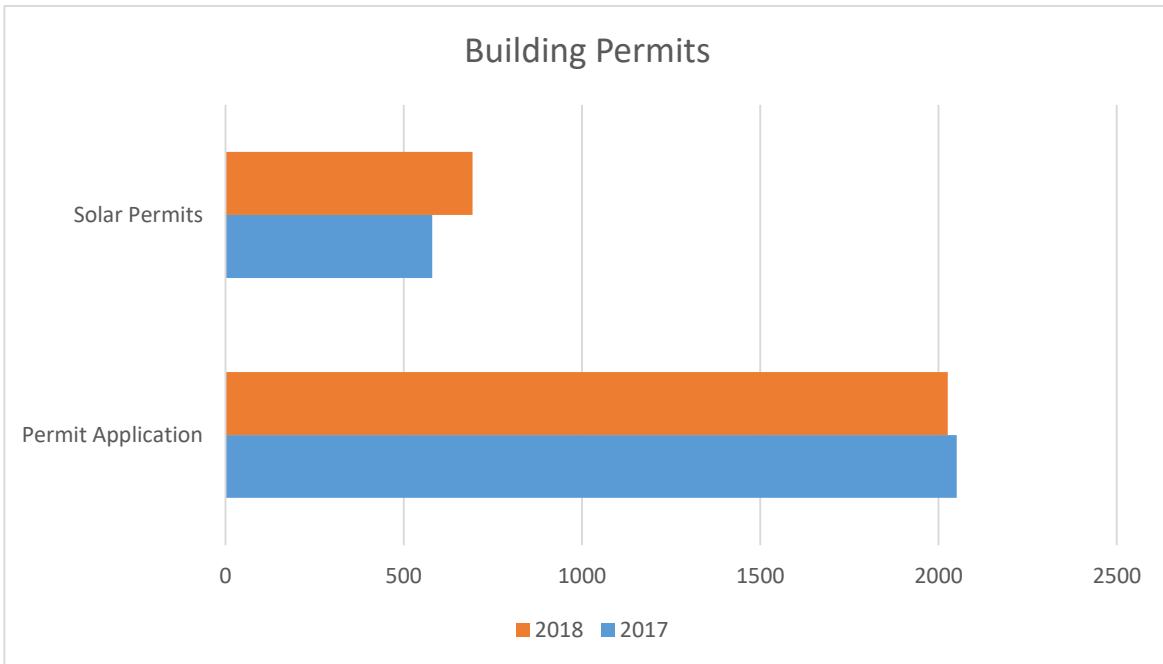
12. Oak Creek (Builder: KB Homes) 65 single-family residential lots on approximately 44 acres at Felicita Road and Hamilton Lane – This planned residential development project was originally approved by the City Council in March of 2015, and a three-year extension of time was recently granted. The original developer, New Urban West, has secured permits from CDFW, ACOE and RWQCB. Grading, drainage and storm water management plans were submitted for first plan check on July 25, 2018. A Response Plan for remediation of a small area of hazardous soil was submitted to Planning on August 1, 2018.
13. Accessory Dwelling Units – Planning staff is currently working on seven applications for accessory dwelling units. 14 accessory dwelling units have been approved so far this year. Three accessory dwelling units were approved last year.

Building Division:

The following graph shows the value of permits collected year-to-date compared to last year at this time.



The following graph shows the number of permits issued year-to-date compared to last year at this time.



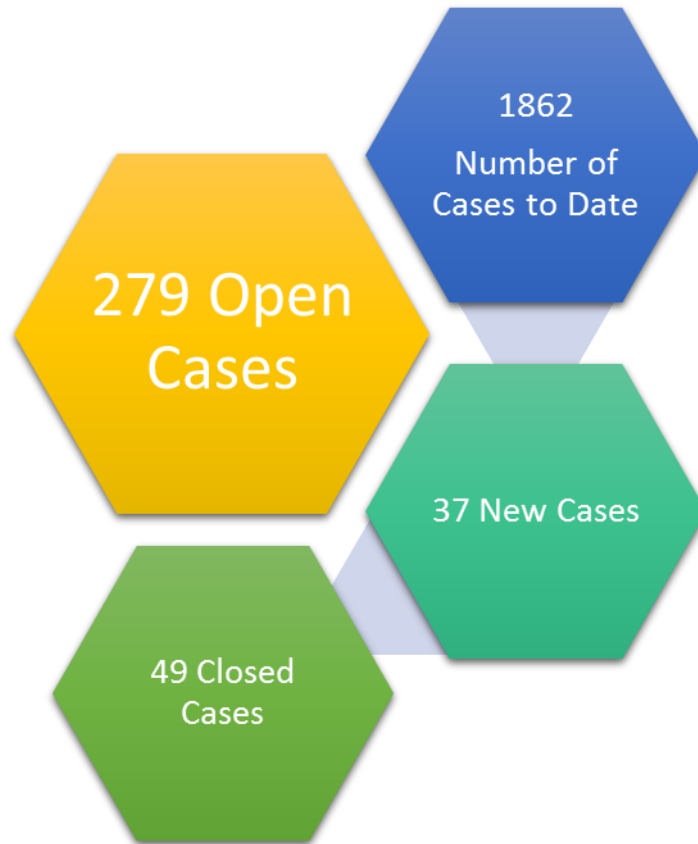
1. The Building Division issued 74 permits (including 24 solar photovoltaic) last week with a total valuation of \$892,706.

2. Our building inspectors responded to 175 inspection requests for the week.
3. The Meadowbrook three-story apartment building with underground garage at 2081 Garden Valley Glen is preparing the building for final inspection. The fire stopping in the lobby was inspected on August 2, 2018. *No change from the previous.*
4. The student housing complex for Westminster Seminary at 1725 Bear Valley Pkwy has received final inspection approval for Buildings A, D, F, and G. Building B has received a partial final inspection approval for four units. *No change from the previous.*
5. The Emanuel Faith Church education building at 639 E 17th Ave is preparing for final inspection and temporary electrical service has been released. The foundation and underground electric for the parking lot lights have been approved. *No change from the previous.*
6. The Veterans Village residential project at 1540 S Escondido Blvd has received exterior lath approval for Building 1, and lath and drywall approval for Building 2. *No change from the previous.*
7. The new drive-thru restaurant at 720 N. Center City Pkwy, the new retail building at 730 N. Centre City Pkwy and the new drive-thru restaurant at 700 N. Centre City Pkwy have temporarily suspended construction while the parking lot is being paved. Installation of the carwash equipment has been scheduled following completion of the paving.
8. The Latitude 2, apartment buildings at 610-650 N. Center City Pkwy have daily inspections for framing, electrical and plumbing, floor and roof sheathing, and drop ceiling framing. Framing is now complete at Building 1.
9. The new two story church sanctuary building at 1864 N Broadway has received exterior lath and roof sheathing inspection approval. *No change from the previous.*
10. The 212,000 SF industrial shell building at 2005 Harmony Grove has received inspection approval for the exterior parking lot light standards. A final building inspection took place on August 7, 2018, and a correction notice was issued. Stocking of the interior racks is underway.
11. The new 63-unit condominium project, Citron, at 2516 S. Escondido Blvd has received underground plumbing approval for Building 5. Buildings 2 and 3 have received 3rd floor sheathing inspection approval.
12. The new 105-room Springhill Suites hotel at 200 La Terraza Blvd. has received rough plumbing approval for all floors in the south wing and is requesting rough plumbing inspection of the north wing.
13. The four-story, 102,774 sf Storquest self-storage facility at 222 W. Mission Avenue has received third floor “pan deck” inspection and podium slab approval. *No change from the previous.*

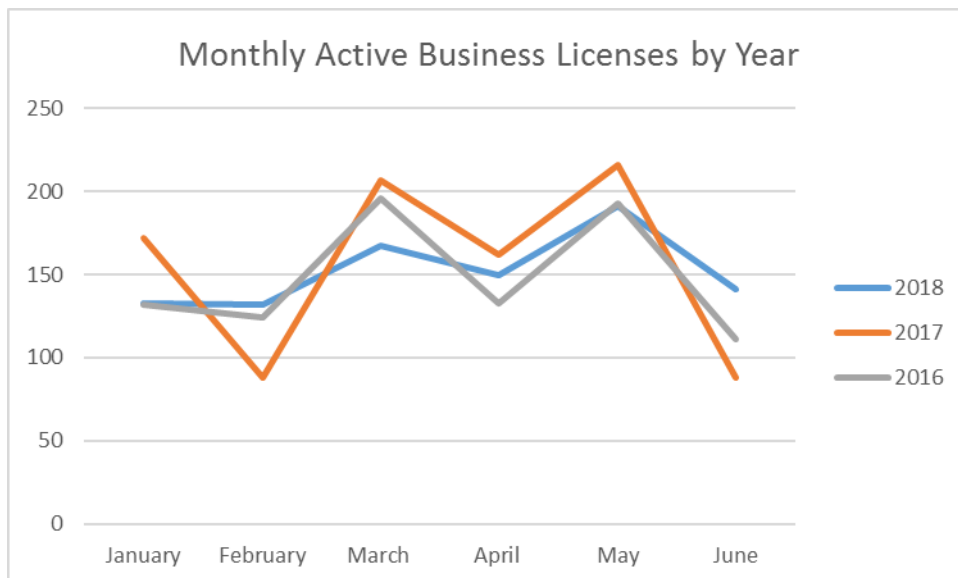
14. The new five-story Cubesmart self-storage facility at 852 Metcalf Street received foundation inspection on August 14.

15. Permits were issued this week for a new single-family dwelling in the KB Homes development at 533 Bridle Place.

Code Enforcement



Business Licenses



Graffiti Restitution

Collected This Week	Collected Year to Date
\$265.25	\$7,052.17

ENGINEERING

Capital Improvements

Valley Pkwy/Valley Center Road Widening Project: Calendar Day 266

The concrete subcontractor will be placing a 750' gunite brow ditch along the west side of the new Valley Center roadway this week. The concrete is placed by using a high pressure spray nozzle. Metal wires are installed along the flow line and shoulders of the 24" wide ditch. A crew of finishers will then shape the "J" shaped channel to its final alignment. The traffic signal contractor will be standing one signal pole for the Valley Parkway / Lake Wohlford Road intersection this week. The street light contractor will be standing and pulling wire for the remaining 4 ornamental street lights along the west side of Valley Center Road this week. The landscape contractor is preparing the tree wells and irrigation for landscape elements along the west side of Valley Parkway. The prime contractor completed the 24" diameter storm drain on Monday which extends north along Valley Center Road. This leaves only a 78' section of the storm drain infrastructure that crosses Lake Wohlford Road. This work was started on Tuesday and will be completed during a three-day operation.

Transit Center Pedestrian Bridge Project

No changes from that reported last week: Transit Center Pedestrian Bridge and Spruce Street Channel Improvement Project is moving forward with 100% design. Resource agency permits from the Regional Water Board and Fish & Wildlife have been obtained and the City is now pursuing final Permit from Army Corps. Negotiations of drainage/wall easements and TCEs with property owners are underway.

Missing Link Project

The traffic signal contractor is continuing this week with the installation of conduit along Broadway. The prime contractor began the demolition of the Bus Stop located along Valley Parkway and Orange Avenue. Bus riders are directed to alternate bus stops east and west of this location.

PRIVATE DEVELOPMENT

Centerpointe 78

The traffic signal located at Broadway/ Lincoln Avenue intersection had final signal timing installed on Tuesday of this week. The new signal timing was being closely monitored by both City and Caltrans staff during the peak travel periods to ensure that we experience a smooth traffic flow during the return of children for the first day of school on Wednesday of this week.

Centre City Shopping Center

No changes from that reported last week: The water quality basins located along the Centre City Parkway frontage are the main focus of work this week. The project is located at 425 W. Mission Avenue.

Tract 932 - Canyon Grove Shea Homes Community

No new items to report this week.

Latitude II Condominiums by a Lyon Homes Partnership: Washington Avenue @ Centre City Parkway:

The contractor is constructing a storm drain inlet along Washington Avenue this week.

Exeter Industrial Park

The contractor is continuing with the construction of the on-site bio retention basins this week. The offsite improvement is being interrupted due to the discovery of an unmarked 16" ductile iron reclaimed water main found while drilling for the traffic signal foundation. The project team is working on a solution for relocating the signal foundation to a minimum of 5' clearance of the discovered line. The project is located at 2005 Harmony Grove Road and is 5.4 acres in size.

Citron Project

Offsite public improvements along Cranston Avenue were started with the installation of the concrete curb and gutter. This is a 65-unit condo project located at 2516 S. Escondido Boulevard.

Gateway Project

The contractor is working along the Grand Avenue frontage completing the storm drain pipe installation to be connected to the existing system. The project is located at 700 W. Grand Avenue, the previous site of Escondido Police Department.

Emanuel Faith Church

Construction of the remaining ADA ramp at the southwest corner of Felicita and Encino Drive was rescheduled to this week. The completion of the traffic signal is on hold due pending the delivery of the traffic signal poles.

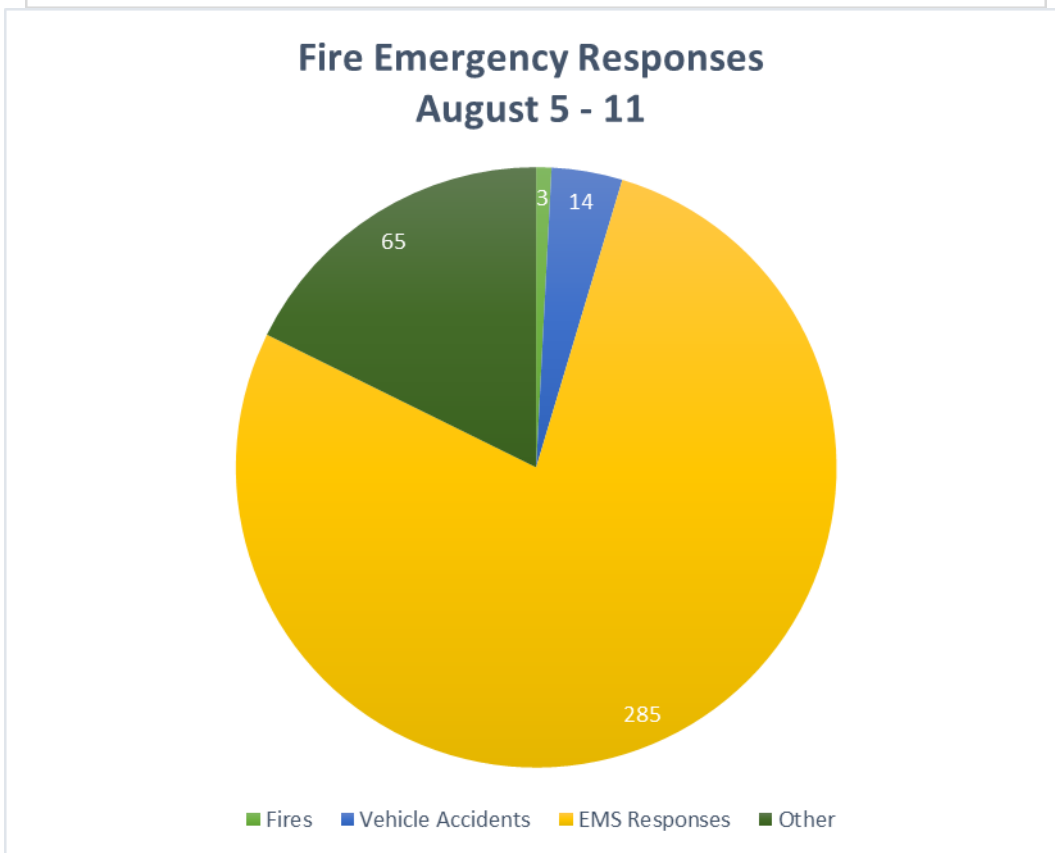
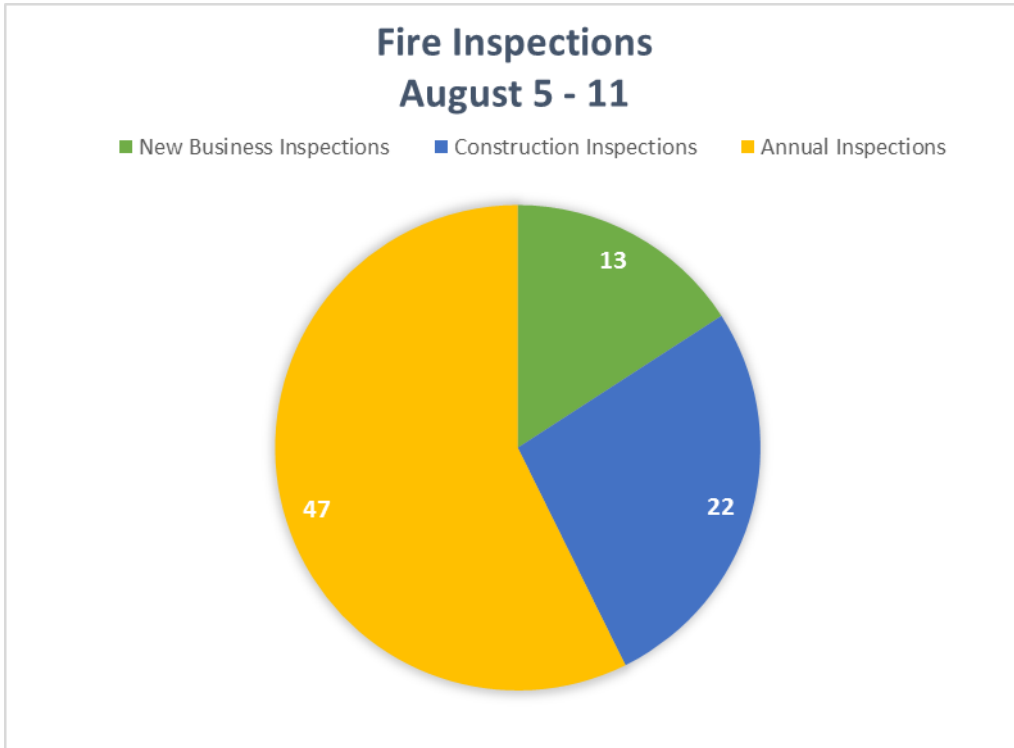
Lincoln Rock Apartments

The construction of a retaining wall is continuing along the freeway frontage. The wall is a design element for the construction of the bio retention basin. New water line services are being constructed along the Lincoln Avenue frontage this week. The project is located at the southwest corner of Rock Springs Road and Lincoln Avenue.

KB Homes

Construction for the offsite improvements along Vista Avenue is continuing this week with the completion of all asphalt paving. The roadway improvements will widen Vista Avenue by 12 feet, between Paradise Street and Nina Place. The concrete driveways for the 3 homes along the north side of Vista Avenue will be installed during a Friday concrete pour. With the completion of the asphalt paving, temporary striping will be in place to allow for the reopening of Vista Avenue in advance of the first day of school on Wednesday of this week.

FIRE



Total Emergency Responses (Year To Date)	9,856
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News:

Mutual Aid Updates

- On Sunday, July 15th OES8632 was deployed to the Ferguson Incident in Mariposa County (Captain Nugent, Engineer Good, and FF/PMs Lesmeister and Beveridge). Captain Nugent and crew timed out and returned home safely on Monday, July 30th. OES8632 redeployed Captain Abraham, Engineer Hansen and Firefighter Paramedics Jones and Ouellette. They were released from the Ferguson Incident and re-deployed to the Holy Fire on Thursday, August 9th.
- On Friday, July 27th The City of Escondido Fire Department deployed Engineer Polito to the Carr Fire in Shasta County as a Public Information Officer.
- On Saturday, July 28th The City of Escondido Fire Department deployed Battalion Chief Bertrand to the Pasqual Incident as a Division Supervisor. On Wednesday, August 1st Battalion Chief Bertrand was reassigned to the CARR Fire in Redding.
- On Monday, July 30th The City of Escondido Fire Department deployed Captain Teague to the Mendocino Complex as a Field Observer Trainee.
- On Monday, July 30th The City of Escondido Fire Department deployed Engineer Bihun to the Mendocino Complex as a Public Information Officer.

POLICE

INCIDENTS:

- On 8-11-2018, the San Diego County Sheriff's Department requested officers check the 400 block of Skyridge Lane for a suspect wanted to an attempted carjacking and assault with a deadly weapon that occurred in Valley Center. The weapon used in the assault was a sawed-off shotgun. Officers from the Gang Enforcement Team located the wanted suspect driving a black pickup truck in the area of Country Club Dr. and Centre City Parkway. The officers attempted to stop the vehicle and the driver refused to stop. The officers pursued the vehicle into Valley Center. The San Diego County Sheriff's Department helicopter, ASTREA, assisted with the pursuit. Deputies working in Valley Center assisted by deploying a spike strip. The spike strips were successful and the vehicle came to a stop in the Pine St. and Lake Dr., in Valley Center. The suspect was taken into custody and turned over to the sheriff's department. Later in the evening, officers responded to a residence in the 400 block of Skyridge Lane reference a residential burglary. An investigation revealed the suspect broke into a family member's home on Skyridge Lane and stole the black pickup. Officers Santini and Evans conducted the investigation on the burglary.
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- On 8-10-2018, Officer Adame and her ride-along, Dispatcher De La Cruz, were conducting extra patrol in the 2700 block of E. Valley Pkwy. They witnessed the driver of a silver BMW sedan commit a traffic violation. The driver of the BMW attempted to evade Officer Adame and drove in reverse at a high rate of speed. The driver drove the vehicle approximately 500 feet before colliding into tree. The driver and two passengers were detained without incident. The driver and a passenger were arrested for felony warrants and transported to the Vista Detention Facility.

COPPS:

The COPPS (Community Oriented Policing and Problem-Solving) Unit is dedicated to increasing the quality of life for the residents of Escondido through pro-active responses to crime trends, quality of life issues, and addressing crime and public nuisance in Grape Day Park and at Maple Plaza.

- 12 arrests were made
- 18 citations were issued
- 24 radio calls
- 56 Extra Patrols

EVENTS:

- On 8-7-2018, The City of Escondido celebrated National Night Out at Grape Day Park. During National Night Out, the police department (in conjunction of San Diego County Bicycle Coalition) sponsored a bicycle rodeo, issued helmets, provided safety information, gave bicycle safety packets to children, issued bicycle licenses, and gave out free bicycle lights. A dance competition broke out during the festivities where Sgt. Leso and Sgt. Banks competed against the children in a dance off. Thankfully the children won the competition. A K-9 Demo was performed by Officer Putulowski and his partner, Kaiko.
- On 8-11-2018, the 9th Annual Police Athletic League (PAL) Basketball Game was played at the East Valley Community Center. The basketball game is a community event involving youth from the PAL program playing against police officers. The six-year drought for the Escondido police basketball team was put to an end this year. The police officers won the game 59-43. It was a fitting time for the police to win. This year the late Escondido Police Sergeant Geoff Galindo was honored at the game. A fun time was had by all. A representative from Senator Joel Anderson's office was in attendance and handed out Certificates of Recognition to PAL coaches, scorekeepers and volunteers. Also in attendance were Councilmen Ed Gallo, Deputy City Manager Bill Wolfe, Police Chief Craig Carter and Captain Eric Skaja. This year's attendance was a record, and due to the great generosity of donors, PAL also set a record for funds raised. The real winner of the event was the community. With the funds raised, PAL will continue to provide sports and mentoring to youth in the community. Special thanks to the Galindo family for letting us honor Geoff. Lastly, do not feel bad for the kids. They lead the series 6-3 and most of the kids in the game are juniors in high school. They will be back!



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