

**DRAFT CONSULTANT SERVICES AGREEMENT BETWEEN
THE CITY OF SUNNYVALE AND AGREEYA SOLUTIONS, INC FOR
PROJECT MANAGEMENT SERVICES FOR CAD**

THIS AGREEMENT, dated _____, is by and between the CITY OF SUNNYVALE ("CITY"), a California chartered municipal corporation, and AGREEYA SOLUTIONS, INC. ("CONSULTANT") a California corporation.

WHEREAS, CITY is in need of specialize service in relation to project management for the implementation of CAD system; and

WHEREAS, in reliance upon CONSULTANT's representations regarding its qualifications, CITY finds that CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT shall provide services in accordance with Exhibit "A" entitled "Scope of Work". All exhibits, including all associated attachments, are attached hereto and incorporated herein by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be for three(3) years from the execution date until project completion, unless otherwise terminated in accordance with Section 17 below. CONSULTANT shall deliver the agreed upon services to CITY as specified in Exhibit "A". Extensions of time may be granted by the City Manager as an amendment in accordance with Section 18 below.

3. Duties of CITY

CITY shall supply to CONSULTANT any documents or information available to CITY and required by CONSULTANT for performance of the services. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

CITY agrees to pay CONSULTANT as full compensation for the services rendered pursuant to this Agreement, the amounts set forth in Exhibit "B". Total compensation shall not exceed Six Hundred Eighty-One Thousand Eight Hundred Seventy-Six and No/100 Dollars (\$681,876.00).

CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. All invoices, including detailed backup, shall be sent to City of Sunnyvale, attention Accounts Payable, P.O. Box 3707, Sunnyvale, CA 94088-3707 or

accountspayable@sunnyvale.ca.gov. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Wage Rates

CONSULTANT shall comply with the City's the minimum wage set forth in Section 3.80.040 of the Sunnyvale Municipal Code.

6. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

7. Conflict of Interest

CONSULTANT shall avoid all conflicts of interest, or appearance of conflict, in performing the services and agrees to immediately notify CITY of any facts that may give rise to a conflict of interest. CONSULTANT is aware of the prohibition that no officer of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement, CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT'S obligations under this Agreement.

CONSULTANT'S duties and services under this agreement shall not include preparing or assisting the CITY with any portion of CITY'S preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. CONSULTANT participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with CITY to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

Pursuant to CITY's Conflict of Interest Code, Council Policy 7.3.7, CITY has determined that, depending on the position, certain individuals performing services under this Agreement may be required to file a Statement of Economic Interest (Form 700), which can be found at www.fppc.ca.gov. If applicable, to facilitate electronic submittal of Form 700, CONSULTANT shall send the following information to cityclerk@sunnyvale.ca.gov: 1) first and last name(s) of CONSULTANT's employee(s); 2) email address(es) of CONSULTANT's employee(s); 3) date when CONSULTANT's employee(s) will begin work under this contract; and 4) (if known) date when CONSULTANT's employee(s) will cease work under this contract.

Government Code Section 91013 provides that any person who files a statement after its deadline shall be liable in the amount of \$10 per day, up to a maximum of \$100, in addition to any administrative penalty (up to the statutory maximum, currently \$5,000) imposed by the Fair Political Practices Commission (FPPC). If any of CONSULTANT's employee(s) is required to submit Form 700, and CITY does not receive CONSULTANT's Form 700, then CITY is required to refer this matter to the FPPC or other appropriate enforcement agency.

8. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

9. Compliance with Laws

- A. CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, veteran or military status, or any other protected characteristic in violation of federal or state law. This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to the City.
- B. CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

10. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

11. Hold Harmless/Indemnification

To the fullest extent permitted by law, CONSULTANT shall hold harmless, defend at its own expense, and indemnify the City and its officers, officials, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of CONSULTANT or its officers, agents, or employees in rendering services under this Agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from the City's sole negligence or willful acts. The defense and indemnification obligations of this

agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement. CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement.

12. Insurance

The City requires that CONSULTANT maintain insurance requirements on the Pacific Insurance Network System (PINS). CONSULTANT shall procure and maintain, at its own expense, during the life of this Agreement, policies of insurance as specified in Exhibit "C" attached and incorporated herein by reference and shall provide all certificates and endorsements as specified in Exhibit "C" through PINS for approval by the City Risk Manager prior to CONSULTANT (or subcontractor) commencing any work under this Agreement.

13. CITY Representative

Dhiren Gandhi, Information Technology Manager, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement ("CITY representative"). All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

14. CONSULTANT Representative

Titus Britt, Project Manager shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement ("CONSULTANT representative"). All requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

15. Notices

All notices required by this Agreement, other than invoices for payment which shall be sent directly to Accounts Payable, shall be in writing, and sent by first class with postage prepaid, or sent by commercial courier, to address below.

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by email, to accomplish timely communication. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of three business days after mailing.

To CITY:	Kathleen Foster, Chief Information Officer Information Technology Department CITY OF SUNNYVALE P. O. Box 3707 Sunnyvale, CA 94088-3707
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To CONSULTANT: Farasat Chaudary
AgreeYa Solutions, Inc.
4430 Willow Rd. Suite O
Pleasanton, CA 04588

16. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

17. Termination

- A. If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of satisfactory services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- B. Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.
- C. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within (30) days after written notification of failure to pay.

18. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced in writing as an amendment to this Agreement signed by all parties. If the amendment is signed electronically, the digital signatures must comply with the requirements of California Government Code Section 16.5.

19. Governing Law, Jurisdiction and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions will be exclusively vested in a state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

20. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF SUNNYVALE ("CITY")

AGREEYA SOLUTIONS, INC.
("CONSULTANT")

By _____
City Manager

By _____

Name and Title

ATTEST:

By _____
City Clerk

By _____

Name and Title

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A Detail Scope of Work

1. Overview

This proposal is to provide [Consulting and Professional Services](#) to City of Sunnyvale for providing Project Management and related services. This strategic addition aims to enhance the project management capabilities, ensuring coverage for successful project execution and efficient oversight of multiple projects within the city.

2. Our Understanding

We understand that the City is seeking to implement a Computer Aided Dispatch (CAD) system and Mobile Computing (Mobile) for which the City of Sunnyvale has started the discovery phase of the CAD project last year and is in the process of digesting what has been learned through the Fit Gap and other phase 1 activities. As a result, the city now seeks a Project Manager to support contract negotiations, project management activities during the CAD implementation, lead organizational change management, ensure a smooth transition to production support, and manage additional ancillary project management duties that may arise because of decisions agreed upon during this engagement. We believe that AgreeYa can leverage the knowledge gained through our experience in assisting with the discovery phase of the CAD Phase 1 Project, and our extensive staff's prior experience engaging with other city, county, state government, and Public Safety agencies throughout the state of California, and the United States.

We understand that the current CAD System used by the City's Department of Public Safety (DPS) is called Tiburon CommandCAD by TriTech. Tiburon CommandCAD supports comprehensive dispatching and incident control for law enforcement, fire, and emergency medical services. CommandCAD provides address verification, a command line, automated unit recommendations, multi-agency communication tools, and integrated maps.

The system is used by the dispatchers to accept, track and monitor emergency calls and dispatch public safety personnel to respond to citizen and businesses requests for assistance. The City purchased the Tiburon system in 1998, and in 2013, the system was transitioned from Command CAD to IQR CAD and subsequently to the current Total Command CAD. The current system is reaching end-of-life and will need to be replaced with a modernized system that will meet DPS needs to deliver critical services to the residents of Sunnyvale.

Therefore, the city is seeking project management support to successfully complete the second phase of the CAD project.

Our Senior Project Manager, Titus Britt, brings a wealth of experience to the table. During his tenure as the Deputy Commissioner for the City of Cleveland, he spearheaded the creation of an RFP, known as the Public Safety Systems Automation Project (PSSAP). This comprehensive project involved a complete overhaul of the Computer Aided Dispatch System (CAD) and Records Management System (RMS) for Police, Fire, and Emergency Medical Services (EMS). Which include mobile and automatic vehicle locators (AVL) Additionally, Titus Britt played a pivotal role in enhancing the California Department of Justice (DOJ) Applicant Tracking System. He assessed the feasibility of integrating Rap Back functionality into the existing business processes and systems. Titus undertook a meticulous

review of the large Applicant tracking group, meticulously documenting their processes using Visio diagrams. He also conducted a thorough analysis of the current applicant tracking software, which comprised multiple disparate applications. His efforts culminated in a comprehensive report and a set of recommendations for the next steps, including potential cost savings and the replacement of the existing system.

AgreeYa's consultant possess a deep understanding of industry-standard frameworks such as the Project Management Institutes (PMI), Project Management Body of Knowledge (PMBOK) and the Business Analysis Body of Knowledge (BABOK). Leveraging this knowledge, we are committed to implementing an Agile approach to project management for your initiative. We are also utilizing with great understanding of the five Lean methodology in the implementation of organizational change management. Our approach begins with a clear definition of project objectives, followed by collaborative engagement with various stakeholders to meticulously craft the project roadmap, covering initiation, planning, execution, and project closure phases.

By adhering to these well-established project management methodologies, we aim to align all involved parties, including stakeholders, with the precise goals and objectives outlined in this proposal. This structured approach not only serves as the foundation for successful project implementation but also extends to the stabilization phase. It ensures a consistent and efficient flow of the project, guaranteeing the optimal allocation and utilization of resources throughout the project's lifecycle.

We will be deploying project management best practices as outline in the Execution Approach/Work Plan.

3. Proven Experience

AgreeYa Solutions along with the proposed Project Manager/Consultant brings over three decades of unparalleled expertise in providing project management services for large scale implementation to the public sector, particularly with large metropolitan cities, counties, and states which includes CAD implementation as well. The proposed consultant possesses extensive experience, having successfully managed CAD implementation projects for over 30 years. We are excited to channel this wealth of knowledge and proficiency into ensuring a seamless CAD implementation for the city of Sunnyvale.

The proposed consultant has a proven track record of delivering successful CAD implementation projects, demonstrating commitment to excellence in the public sector. Over the years, we have collaborated with numerous clients, including large metropolitan cities and counties, delivering comprehensive project management services. The table below highlights a selection of recent clients for whom project management services were provided specific to CAD project:

Client Type	Time to Implement	Application Implemented (Live in Production)
County	24 Months	CAD for 19 rural police stations
City	24 Months	City of New York CAD

This is just a partial listing, and the proposed consultant has worked with a myriad of other clients within the last few years, showcasing our commitment to diversity in project management services. For many of these projects, AgreeYa's consultant has gone beyond project management, also offering CAD expertise, RFP development, needs assessment, feasibility study, selection assistance, contract negotiations, process consulting, and post-implementation review.

This multifaceted approach underscores AgreeYa's ability to not only manage projects efficiently but also to provide a spectrum of related services that contribute to the holistic success of each implementation. Our comprehensive experience, particularly in CAD implementation for law enforcement agencies, positions AgreeYa as the ideal partner for the city of Sunnyvale. We are dedicated to leveraging our extensive background to ensure a successful CAD implementation that aligns with the unique needs and goals of Sunnyvale, building on our legacy of excellence in the public sector.

4. Project Management Methodology

As part of this engagement, AgreeYa will assign a Project Manager and team of personnel to provide required project management services primarily for the CAD implementation project. The proposed Full Time Project Manager will accommodate the City's desire to maintain continuity of the project manager and his/her engagement on for the City. The City can also request that the project manager provide project management services on related, ancillary projects utilizing any available time and ensuring project coordination and timelines. During the execution of these ancillary projects, the proposed project manager will execute to our jointly established project management processes and standards.

Under this project, we offer a Project Management Office (PMO) approach consisting of a partnership involving AgreeYa, **CAD implementation partner**, and City staff. This collaborative model presents notable advantages over the conventional "contract project manager" paradigm, offering reduced risk and overall costs. Moreover, it facilitates the seamless integration of subject matter experts, such as HR professionals or accountants, into the project as required. This approach ensures a consistent project management presence throughout the project lifecycle.

By adopting this methodology, we aim to deliver the following benefits:

- 1. Full Access Project Management Support:** The City will have significant project management support including full access to AgreeYa staff when needed as defined in section 8 of this proposal. In fact, the coverage is better than being reliant on one individual (who may be ill, on vacation, or otherwise unavailable).
- 2. Additional Resources:** The City may require additional project management, Business Analyst or Programmers at key times. The PMO approach recognizes and provides these resources for better coverage when needed.
- 3. Knowledge Transfer:** This is possibly the greatest benefit to the City. AgreeYa, will be using skills and templates from previous projects that can be leveraged by the city staff. As a result, the city staff build their skills, and the City realizes an increase in staff capabilities by project's end with in the project management scope for such implementation.

We typically organize and execute the project management activities of such implementation project according to the following major project management phases:

- Project Initiation and Planning
- Project Execution and Controlling
- Project Closing/Transition to Production Support

For the City of Sunnyvale, the assigned project manager will also support contract negotiations, including the development of a detailed scope of work.

Phase 1 – Contract Negotiation

Our contract negotiation phase will be focused on mitigating risk and protecting the City's long-term interest. Following are the specific deliverables:

- Collaborate with Vendors and other City of Sunnyvale teams.
- Review project organization, negotiate contracts, roles, and responsibilities.
- Serve in a support role to the City's lead negotiator
- Act as a liaison between the City of Sunnyvale and its vendors.
- Define future state and project success measures understood by stakeholders.

Phase 2 – Project Initiation and Planning

Our project implementation management includes significant pre-project planning and initiation activities aligned with the City's requested services. Specific deliverables include:

- Project charter, including project governance structure and roles and responsibilities
- Project management plan, including risk and issue management
- Conduct necessary research and establish status reporting requirements cadence.
- Manage project schedule and communication plan.
- Project RACI matrix, Staffing plan and Budget plan
- Scope change management plan
- Create detailed agendas for kickoff meetings.
- Ensure clarity of project roles and responsibilities.

During this phase, we will establish the Project Management Office (PMO) and develop an online project site to facilitate collaboration and uphold project documentation throughout the project duration.

Phase 3 – Project Execution and Controlling

In this phase AgreeYa will closely work with City and CAD to implement the project plan and providing the following:

- Provide technical documentation as needed.
- Capture business needs and objectives effectively.
- Act as Primary Point of Contact for project oversight.
- Analyze project scope and approach.
- Adjust project schedule as needed and agreed upon.
- Coordinate planning and execution of kickoff meetings.
- Ensure adherence to project schedule and address potential delays.
- Identify, document, and mitigate project risks.
- Participate in project governance.
- Conduct bi-weekly status conferences and provide project reporting.
- Manage communication with project stakeholders.
- provide recommendations for acceptance/conditional acceptance/non-acceptance to the City
- Maintain the project collaboration site and manage project artifacts
- Organizational change and communication management plan with associated stakeholder analysis

Phase 4 – Project Closing/Transition to Production Support

The proposed project manager will work with the City and CAD implementation partner to ensure a smooth transition to production support. Specifically, the proposed project manager will:

- Serve as first-level escalation point for disputes.
- Participate in project executive or stakeholders review meetings.
- Ensure clarity on project success measures.
- Facilitate communication between project teams.
- Span concurrent projects spanning multiple agencies, offices, and teams.
- Use defined project methodologies such as waterfall.
- Use independent judgment, initiative, and discretion.
- Ensure proper documentation is provide to administrators, power users, and end users
- Develop a transition plan and manage the transition to production support

We firmly believe that our project management services furnish our clients with substantial value, enabling the implementation of proposed solutions within stipulated timelines and budgetary constraints, while concurrently mitigating organizational risks.

5. Scope of Work

As part of the scope of work, the proposed Project Manager will provide the following services in collaboration with the City's project management office and project governance team:

1. Will **collaborate with Vendors**, and other City of Sunnyvale teams, reviewing project organization, negotiating the contract, roles, and responsibilities.
2. Oversees **project planning**, including assigning tasks with corresponding due dates, **maintaining project schedules**, minimizing and/or mitigating project slippages, and conducting the necessary research.
3. Responsible for providing **technical documentation** as and when needed as part of the project management activities.
4. **Ensure business needs and objectives are effectively captured** in functional and non-functional business requirements for a system and/or process/workflow when required.
5. Will be the Primary Point of Contact to provide **project Oversight**.
6. **Responsible for analysis of the Project**, including a review of the **scope of work** of the project assigned to the project manager to verify all aspects of the Project Approach, draft the updated initial Project Schedule, and adjust the Project Schedule as needed and mutually agreed upon it with the City of Sunnyvale.
7. Responsible for leading or coordinating the **planning and execution of the Project Kickoff Meeting** and creating a detailed agenda describing the goals of the kickoff meeting.
8. Establish **status reporting** requirements cadence.
9. Manage project schedule and establish **project communication plan**.
10. Will act as a **liaison between the City of Sunnyvale and its vendor** in relationship to assigned projects as authorized by the city.
11. Will actively participate in project governance, ensuring adherence to the Project Schedule and addressing potential delays.
12. Work with the City of Sunnyvale to **identify, document, and mitigate any potential Project risks**.

13. Participate in **project executive or stakeholders review meetings** to discuss the status of the Project and particular challenges impacting the Project.
14. Provide **project reporting by conducting bi-weekly status conferences** with the City Project Team, provide meeting minutes, and facilitate communication between the teams.
15. Serve as the **first level escalation point** for disputes between vendor and Project team members.
16. **Responsible for several concurrent projects spanning multiple agencies**, offices, and teams, from impact assessment through to implementation, using defined project methodologies such as waterfall, and requires the use of independent judgment, initiative, and discretion.
17. **Direct resources** that have been assigned to projects by the city of Sunnyvale and ensure clarity of project roles and responsibilities.
18. Identify project stakeholders and manage communication with the project stakeholders.
19. **Define future state and project success measures** that can be understood by project stakeholders, the project team, and others.

Further details on these scope items are provided in the following sub-section details all the activities to be performed during each phase.

6. Execution Approach/Work Plan

AgreeYa's implementation project management methodology consists of a set of tools, techniques, and templates that have been refined over a period of time and a large number of COTs software solution implementations like CAD. The appendix presents our checklist of over 150 activities and associated deliverables and tools that we offer as standard in any such system implementation project.

"Experience Project Success with Our Unique Delivery Approach, Tailored for you"

<i>As part of the initiation and planning phase of the implementation project, there are a number of project activities that will be performed by the City, the selected vendor, and the Project Manager to ensure that a solid foundation for moving forward has been established.</i>		
PHASE - 1	Project Initiation and Planning	
Task#	Activities	Deliverables/Tools
1	Define project organizational structure including roles and responsibilities for the following major project functions: • Executive sponsor(s) • Project managers (Client, vendor, and external project management) • Project steering committee • Process teams • Communications and Organizational Change Management team • City and Vendor Report developer • Data conversion teams	• RACI Chart (Roles and Responsibilities matrix (using team dynamics))

	• Go-Live Team • Post Go Live Team and Support	
2	Develop an implementation phase project charter that is signed by Project Champion Executive Sponsor(s) Project Manager(s) The following will be defined: • Project purpose and justification • Project description • Project High-Level Requirements • Project High Level Risk • Project Objectives • Project Scope • Project Critical Success Criteria • Project Summary Milestones • Project estimated budget. • Project Stakeholders • Project Approvals	• Project Charter
3	Work with City, and Vendor to develop the project scope statement that includes the following: • In-scope areas, functions and activities • Out-of-scope areas, functions and activities • List of deliverables and timing • Milestones and timing	• Scope Statement
4	Develop the Work Breakdown Structure (WBS).	• WBS in PM Software
5	Develop an overall project timeline that incorporates vendor and Client tasks and responsibilities.	• Project Timeline in PM Software
6	Develop procedure for updating and reviewing project timeline including: • What needs to be updated • Who makes the updates • How frequently are the updates made and reviewed • Who reviews the timeline and where • What reports are generated for review	• Schedule Management Plan • Project Timeline/PM Software
7	Determine whether there will be one centralized project plan that incorporates all tasks or whether there will be a master plan with milestones and that the individual teams are responsible for development of detailed project plans that roll-up to the master project plan.	• Project Timeline/PM Software
8	Define project deliverables and milestones and track with the following information: • Deliverable/milestone name	• Project Deliverables / Milestones Tracking PM Software

	• Deliverable/milestone description • Area of responsibility • Expected due date • Actual due date	
9	Identify methods to handle additional staff workload including: • Staff backfill • Comp time • Others	•
10	Procure facility locations for the following purposes: • Client project management team • Vendor project management team • Vendor consultant resources • Consulting rooms • Training rooms • Testing area • General meeting rooms	•
11	When multiple project management and quality assurance entities are involved, clearly define roles and responsibilities between each of the entities.	• Implementation Management Responsibilities/PM Software
12	Determine the location of the Project Calendar including: • Where the calendar will be located • Who will be able to update the calendar and how	• Project Calendar • Project Calendar • Coordinator
13	Identify the individual(s) who will be responsible for scheduling of all meetings and facilities on the project.	• Meeting and Room • Scheduling Coordinator
14	Review “lessons learned” from previous projects and those gathered by the client from their previous experiences.	• Lessons Learned
15	Describe the anticipated project life cycle to the various project participants and the stages that the project will go through.	
16	Define and discuss client expectations of what is to be expected during the project and once the project is completed for each of the functional areas and executive sponsors.	• Client Expectations
17	Develop a list of how the client will define project success (be as specific and tangible as possible with quantifiable measures).	• Client Success • Characteristics
18	Work with City to Identify all costs required to implement the system including: • Hardware (desktop, server, printers, storage, peripherals, etc.) • Software (application, database, reporting, utilities, etc.)	• Estimated Budget

	• Communications • Services / staff (training, consulting, process redesign, project mgmt., travel and lodging, etc.) • Other cost areas (facilities, travel for internal staff, technical training for IT staff, admin support, staff overtime, internal staff time, etc.)	
19	Work with City to determine what costs are going to be tracked and charged to the project and how they will be charged including staff time.	•
20	Define the templates, tools and a process for budget monitoring including: • What is tracked • Who is responsible for tracking • Where is it tracked • How often is it reported	• Budget Monitoring Tool • Cost Management Plan
21	Conduct a project risk assessment session to define: • Risk scenario • Risk trigger • Controllability of risk • Probability of risk occurring • Risk impact (quantitative and qualitative) • Mitigation factors • Contingencies if the risk occurs • Risk owner	• Project Risk Assessment • Matrix/PM Software
22	Define procedure for on-going project risk management including: • How often it is reviewed and updated • Who is responsible for monitoring and updating risks	• Risk Management Plan • Risk Tracking Database
23	Define a process for acceptance of project deliverables.	• Deliverable Acceptance Form
24	Define the templates, tools and a process for tracking issues and action items including: • How are action items identified • How and where action items are logged • Who is responsible for tracking and resolving action items • Frequency of reviewing the open action items list and who is involved in the review	• Issues and Action Items • Database
25	Define the templates, tools and a process for meeting management including: • Meeting protocol • Template for documenting meeting minutes	• Meeting Minutes • Summary Form • Meeting Protocol • Meeting Frequency

	• Definition as to how meeting minutes are archived • Definition of how often teams should meet	
26	Define the templates, tools and a process for status reporting including: • Who needs to develop status reports • How often are status reports developed • Where and who reviews status reports	• Status Report Template • Status Report Frequency
27	Define the templates, tools and a process for initiating, reviewing, approving and tracking of change orders that may include impacts to cost, time and scope.	• Change Order Form • Change Order Summary Form • Change Management Plan
28	Determine who is responsible for the scheduling of rooms and staff for technical and consulting resources and coordinating these activities with the vendor.	• Room Scheduling • Coordinator
29	Document the following with respect to decision-making on the project: • How are decisions to be made • Who needs to review decisions • How are decisions documented	• Decision-Making Log • Decision-Making Process
30	Work with city to define project procurement procedures including: • How project purchases are processed • Who handles project purchases • What purchases are tracked and by whom	• Procurement • Management Plan
31	Work with city and vendor to prepare or conduct a project kick-off meeting to include the following: • Provide an overview of the project including reasons for the project • Describe how the project is organized including roles and responsibilities • Define how success will be achieved • Describe how the project will operate • Define the project timeline	• Project Kick-Off Meeting, agenda and presentation

Upon completion of the initiation and planning phases of the implementation project, the project will move to an execution and controlling phase in which the project tasks defined during the planning phases will be performed. In essence, this phase of the project is where the large majority of activities and time will be spent managing and controlling the project.

PHASE - 2 Project Execution and Controlling		
Task#	Activities	Deliverables /Tools
1	Prepare site for system installation.	
2	Define database and code environments to install and configure (e.g., test, training, production)	• Defined Environments

3	Define hardware specifications for both desktop and server environment that includes the maximum requirements for all software being used including 3rd party software.	• Hardware Specifications
4	Procure hardware.	• Procured Hardware
5	Install and conduct hardware configuration.	• Installed Hardware
6	Install and conduct software configuration.	• Installed Hardware
7	Acquire, install and configure any other physical items (printers, desktop hardware and software, etc.)	
8	Define and document process for deployment of client installs.	• Client Deployment Process
9	Define and document configuration management processes and coordinator.	• Configuration Management Process
10	Document installed technical environment.	• Documented Technical Environment
11	Document technical installation process that is unique to the client environment.	• Documented Installation Process
12	Define and develop Disaster Recovery Plan.	• Disaster Recovery Plan
13	Conduct project management status meetings.	
14	Conduct Project Steering Committee meetings	
15	Conduct ad-hoc meetings, as needed.	
16	Document and archive meeting minutes.	• Meeting Minutes
17	Prepare and present project status reports.	• Status Reports
18	Track project costs.	• PM Software
19	Identify processes to be mapped and redesigned.	• Processes and sub-processes
20	Identify process for reviewing and approving recommendations for redesigned processes.	
21	Schedule process mapping and redesign sessions.	
22	Conduct process mapping and redesign activities.	• Current process maps • Redesigned Processes
23	Implement redesigned processes.	• Redesigned Processes
24	Execute changes to policies and procedures resulting from process redesign sessions.	• Policy and Procedural Modifications
25	Develop and implement a Communications and Change Management Plan.	• Communications & Change Mgmt. Plan

26	Identify major project milestones and how these can be celebrated by the project.	
27	Develop and Implement a Workforce Transition Plan	• Workforce Transition Plan
28	Execute Communications and Change Management Plan.	
29	Maintain and manage the Issues and Action Items Log.	• Issues and Action Items Log
30	Maintain and manage the Decision Log.	• Decision Log
31	Maintain and manage the overall project schedule.	• Project Schedule
32	Monitor progress related to completion of interface development, report development, data conversion, training, testing and other major components of the project.	
33	Maintain and manage the individual team schedules.	• Project Schedule
34	Monitor completion of team homework assignments.	
35	Identify, initiate, review and track change order activity.	
36	Prepare project communications.	
37	Resolve project issues.	
38	Manage project staffing issues.	
39	Assign and coordinate resources to conduct project activities.	
40	Coordinate logistics around staff, vendor and facilities scheduling.	
41	Schedule technical and application consulting sessions.	
42	Monitor compliance of vendor(s) to their contract(s).	
43	Monitor the overall status of the project and raise issues to the appropriate level within the project.	
44	Review and comment, as needed, on the overall project timeline.	
45	Monitor and report on project risks.	
46	Review and approve/deny all vendor invoices.	• Vendor Invoices • Memo of Approval/Denial
47	Conduct bi-monthly Quality Review sessions between the Client and Software Vendor.	• Quality Review Feedback Form
48	Determine application modifications, interfaces and forms required.	
49	Confirm modifications, interfaces and forms requirements.	

50	Develop modifications, interfaces and forms.	
51	Test and deploy modifications, interfaces and forms.	
52	Define required custom reports.	
53	Review and prioritize custom report requests.	
54	Develop custom report specifications.	
55	Develop, test and implement custom reports.	
56	Define testing processes to conduct to include: • Static environment testing • System testing • Stress testing • User acceptance testing • Integration testing	
57	Define test coordinator and role.	
58	Develop mechanism in which to track test issues.	
59	Develop test packets and scenarios as part of testing.	
60	Conduct various levels of testing.	
61	Resolve issues discovered during testing.	
62	Conduct software consulting sessions.	
63	Develop mechanism for tracking of attendees at the training sessions.	
64	Coordination with city and vendor to define training curriculum(s).	• Vendor Training curriculum
65	Identify trainers.	• Trainers
66	Identify training locations.	• Training locations
67	Procurement training equipment.	
68	Develop training material.	• Training Material
69	Schedule training sessions.	
70	Copy and distribute training material.	
71	Prepare training classrooms and conduct training sessions	
72	Define and develop decentralized end-user documentation.	

73	Define and develop centralized user documentation.	
74	Define and develop technical support documentation.	
75	Confirm data conversion requirements.	
76	Develop data conversion maps.	• Data Conversion Maps
77	Develop data conversion programs.	• Data Conversion Programs
78	Extract data from legacy systems and send to vendor.	
79	Client to receive, load and reconcile converted data.	
80	Archive legacy data for historical reporting.	
81	Conduct data conversion clean-up.	• Converted Data
82	Develop a transition strategy.	• Transition Strategy
83	Develop and execute go-live checklist.	• Go-Live Checklist
84	Define vendor support requirements both on-site and off-site for the go-live period and shortly thereafter. This would include support for integrated third-party products.	
85	Determine how warranty hours versus post-implementation support hours will be tracked.	
86	Go-Live.	

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system.

PHASE-3 Project Closing/Transition to Production Support		
Task#	Activities	Deliverables / Tools
1	Identify post-implementation team activities that still require resolution.	
2	Develop a post-implementation project plan.	• Post-Implementation Plan
3	Define vendor post go-live support requirements both on-site and offsite.	
4	Transition Client from implementation to support.	
5	Develop a transition plan from the vendor to the client.	• Transition Plan
6	Develop and document on-going system support procedures	• On-Going System Support Procedures

7	Finalize the on-going support structure including roles and responsibilities of the different stakeholders.	
8	Become involved in the vendor's user group.	
9	Archive project records.	
10	Close-out all contracts.	
11	Conduct debriefing sessions on the product and services portion of the project.	

7. Change Order

AgreeYa and City acknowledge that the scope of Services or the parties' obligations may change during the engagement. Either party may elect to submit written Change Orders to the other party proposing changes to the proposal, to be implemented only upon the parties' mutual execution thereof.

- Any resource replacement request (if any) will be satisfied within 2-4 weeks based on mutual written agreement.
 - The cost of knowledge transfer in such a case will not be invoiced to City of Sunnyvale.
- Any request related to resource(s) ramp up or ramp down will be satisfied within 2-4 weeks based on mutual written agreement.
 - City of Sunnyvale will support knowledge transfer sessions for new resources.

8. Proposed Resource and Working Hours

The core AgreeYa project resources proposed for this engagement have been selected for their significant experience in successfully implementing CAD and related systems for public sector agencies; their expertise in related local government operations, including financial management and budgeting, and human resources/payroll; and their knowledge of project management, business process, and change management best practices.

The Project Manager will provide services as defined in the Scope of Work section of this proposal for a duration of **30 months** from the effective date. The time requirements are estimated based on similar sized past implementations and our current understanding of City project resources.

The Project Manager will be working full-time (8 hours) each working day.

Core Team Member	Resource Type
Titus Britt	Project Manager

The proposed staff shall provide services as defined in the Scope of Work, from **Monday to Friday**

8:00 AM to 5:00 PM Pacific Standard Time (PST)

9. Assumptions

1. Assigned project manager primary responsibility will be for the CAD implementation project.
2. The Project Manager and the City of Sunnyvale will work jointly to manage the project timeline.
3. The City of Sunnyvale will make every effort to make sure resources are available to fulfill project tasks.
4. The Project Manager has the autonomy to act on behalf of the city in the realm of responsibility given to them by the city of Sunnyvale.
5. The Project Manager will not be held responsible for missed deadlines that are the result of the city's lack of resources or participation in the project.
6. No project including CAD, GIS Changes, Property and Evidence Tracking, will require the PM to be full-time/dedicated.
7. As needed during project implementation, additional resources will be available to provide Business/Programmer/Applications Analyst Consulting.
8. Assignment of additional projects will be done upon mutual request agreement between AgreeYa and the City.

Exhibit B – Fee Schedule

Fee for the Scope of Work of the Project Manager for the duration defined earlier in this proposal is
\$681,876.00

Year 1

Core Team Member	Monthly Rate	FTE %	Monthly Fee	Annual Fee
Titus Britt, Project Manager	\$21,504.00	100%	\$21,504.00	\$258,048.00
Total Year 1 Fees				\$258,048.00

Year 2

Core Team Member	Monthly Rate	FTE %	Monthly Fee	Annual Fee
Titus Britt, Project Manager	\$23,009.00	100%	\$23,009.00	\$276,108.00
Total Year 2 Fees				\$276,108.00

Year 3

Core Team Member	Monthly Rate	FTE %	Monthly Fee	Annual Fee
Titus Britt, Project Manager	\$24,620.00	100%	\$24,620.00	\$147,720.00
Total Year 3 Fees				\$147,720.00

Table: Yearly Fee breakdown

For any additional staff, the services will be provided on a Time and Material (T&M) basis as per the following Rate List.

Table: Rate List

Roles	Hourly Rate
Software Engineer (Programmer)	\$135
Business Analyst	\$125

Travel Costs

Travel and related expenses will be based on City's prior approvals. Such expenses include coach airline travel, ground transportation, parking, meals, and lodging. A separate invoice will be raised for reimbursement of travel and other related expenses. All expense reimbursements will be subject to City's internal reimbursement policies applicable to its own employees.

Exhibit C INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Consultant, their agents, representatives, or employees.

Minimum Scope and Limits of Insurance. Consultant shall maintain limits not less than:

1. **Commercial General Liability:** coverage written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage. ISO Occurrence Form shall be at least as broad as CG 0001.
2. **Automobile Liability:** coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this Agreement for bodily injury and property damage. ISO Form shall be at least as broad as CA 0001.
3. **Workers' Compensation:** Statutory Limits and **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Industry Specific Coverages. If checked below, the following insurance is also required:

- ☒ **Professional Liability / Errors and Omissions Liability** coverage with limits not less than \$2,000,000 per occurrence or claim.
- ☐ **Valuable Papers and Electronic Data Processing** with limits not less than \$10,000 each.
- ☐ **Cyber & Tech Liability** coverage with limits not less than of \$1,000,000 per occurrence or claim.
- ☐ **Crime coverage** with limits not less than \$500,000 to include third party premises endorsement.

Deductibles, Self-Insured Retentions and Other Coverages:

Any deductibles or self-insured retentions must be declared and reviewed by the City of Sunnyvale, Risk Manager. The Consultant shall guarantee payment of any losses and related investigations, claim administration and defense expenses within the deductible or self-insured retention.

The aforementioned insurance requirements can be met through any combination of self-insured, primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

Other Insurance Provisions:

1. During the term of the Agreement, the City of Sunnyvale, its officers, officials, employees, agents, and volunteers are to be covered as an additional insured in the Consultant's commercial general liability policy (and if industry specific coverage is checked above, valuable papers, electronic data processing, and cyber liability policies) with respect to liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Sunnyvale, its officers, officials, employees, agents, or volunteers.

Additional Insured Endorsement for ongoing operations at least as broad as ISO CG 20 10 Scheduled, or automatic CG 20 38 and completed operations shall be at least as broad as ISO CG 20 37 scheduled or automatic ISO CG 20 40

2. During the term of the Agreement, the Consultant's Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sunnyvale.
3. For all Architects, Engineers and Design Professionals - If Industry Specific Coverage box is check above **and** if the Consultant's Professional Liability/Errors and Omissions coverage is written on a claims made basis:
 - a. The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
 - b. Insurance must be maintained and evidence of insurance must be provided *for at least three (3) years after completion of the contract of work.*
 - c. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of *three (3) years after completion of contract work.*
4. For any claims related to this agreement, the Consultant's insurance shall be primary. Any insurance or self-insurance maintained by the City of Sunnyvale, its officers, officials, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not contribute with it and shall be at least as broad as ISO CG 20 01 04 13.
5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City of Sunnyvale, its officers, officials, employees, agents or volunteers.
6. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sunnyvale.
8. Any umbrella or excess Insurance Liability policies shall be true "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including the additional insured, SIR, and primary and non-contributory insurance requirements for the benefit of City (if agreed to in a written contract or agreement) until all coverage carried by or available to the Consultant's primary and excess liability policies are exhausted and before the City's own Insurance or self-insurance shall be called upon to contribute to a loss.
9. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the Consultant's policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, and who are admitted and authorized to do business and in good standing in California unless otherwise acceptable to the City of Sunnyvale's Risk Manager.

Verification of Coverage:

City utilizes PINSAdvantage.com (PINS) to track and verify all insurance related documents. City is no longer accepting Certificates of Insurance by mail and requires the use of PINS. City will email the Consultant requesting proof of insurance for this Contract through the PINS platform (no-reply@pinsadvantage.com), which include instructions on how to upload insurance documents electronically. Consultant shall furnish the City with an electronic Certificate of Insurance effecting the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf and name City of Sunnyvale, Attn: Risk Management, 456 W. Olive Ave, Sunnyvale, CA 94088 as the certificate holder. All certificates are to be received and approved by the City Risk Manager prior to commencement of work.

The Consultant shall provide certificate(s) evidencing renewals of all insurance required herein prior to the expiration date of any such insurance. Consultant shall submit insurance certificates reflecting the policy renewals through PINS. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Subcontractors

Consultant shall require all sub-contractors to procure and maintain insurance policies subject to these requirements. Failure of Consultant to verify existence of subcontractor's insurance shall not relieve Consultant from any claim arising from subcontractors work on behalf of Consultant.