CITY OF PALO ALTO CONTRACT NO. C20174611H

**AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
GEOGRAPHIC INFORMATION SERVICES, INC**

FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this "Agreement") is entered into as of the 16th day of March, 2020, ("Agreement") by and between the CITY OF PALO ALTO, a California charter city and municipal corporation ("CITY"), and **GEOGRAPHIC INFORMATION SERVICES, INC**, an Alabama Corporation, located at 2100 Riverchase Center, Suite 105, Birmingham, AL 35244 ("CONSULTANT").

RECITALS

The following recitals are a substantive portion of this Agreement and are fully incorporated herein by this reference:

A.   CITY intends to implement a new enterprise Geographic Information System (GIS) (the "Project") and desires to engage a consultant to provide on-call, time-limited project support services for the Information Technology Department in connection with the Project (the "Services").

B.   CONSULTANT represents that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C.   CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit "A", entitled "SCOPE OF SERVICES".

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree as follows:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described at Exhibit "A", in accordance with the terms and conditions contained in this Agreement, on an on-call, as needed basis, as detailed below in this Section 1. The performance of all Services shall be to the reasonable satisfaction of CITY.

☒ Optional On-Call Provision (This provision only applies if checked and only applies to on-call agreements.) CONSULTANT's provision of Services will be authorized by CITY, as needed, with a Task Order assigned and approved by CITY's Project Manager, as identified in Section 13 ("Project Management"). Each Task Order shall be in substantially the same form as Exhibit "A-1" entitled "PROFESSIONAL SERVICES TASK ORDER". Each Task Order shall contain a specific proposed scope of services, schedule of performance and compensation amount, in accordance with the provisions of this Agreement. To accept a Task Order, CONSULTANT shall sign the Task Order and return it to the Project Manager within the time specified by the Project

Manager, and upon acceptance by CITY, the signed Task Order shall become part of this Agreement. The cumulative total compensation due to CONSULTANT for all Task Orders issued under this Agreement shall not exceed the amount of Compensation set forth in Section 4 of this Agreement.   CONSULTANT shall only be compensated for Services performed under an authorized Task Order and CITY may elect, but is not required, to authorize Services up to the maximum compensation amount set forth in Section 4. Performance of and payment for any on-call Services are subject to all requirements and restrictions in this Agreement.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through **March 15, 2025** unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit "B", entitled "SCHEDULE OF PERFORMANCE". Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY's agreement to extend the term or the schedule for performance shall not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

SECTION 4. NOT TO EXCEED COMPENSATION.   The compensation to be paid to CONSULTANT for performance of the Services described in Section 1 and Exhibit "A" of this Agreement shall not exceed Seven Hundred Thousand Dollars ($700,000.00) per contract year , provided, however, CONSULTANT acknowledges that the compensation paid to it likely will be less than $700,000 per contract year, as CITY has appropriated that amount to payments to be made under ten on-call contracts, of which this Agreement is one. The ten on-call contracts shall be administered by the Information Technology Department to ensure the total aggregate of compensation paid per contract year for these GIS on-call project support services across all such contracts will not exceed Seven Hundred Thousand Dollars ($700,000.00) per contract year, with a total not to exceed contract amount of Three Million Five Hundred Thousand Dollars ($3,500,000) over the term of the Agreement.   The applicable rate schedule by which CONSULTANT will be paid for Services rendered under this Agreement is set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE". Any work performed or expenses incurred for which payment would result in a total exceeding the maximum compensation as set forth herein shall be at no cost to the CITY.

The CITY is hiring ten consultants, none of whom, including the CONSULTANT under this Agreement, is guaranteed or assured of any minimum quantity of work to be performed. If work is performed by any one or more such consultants, CITY will ensure that total compensation to all such consultants will not exceed in the aggregate Seven Hundred Thousand Dollars ($700,000) per contract year.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the Services performed and the applicable charges (including, if applicable, an identification of personnel who performed the Services, hours worked, hourly rates, and reimbursable expenses), based upon Exhibit "C" or, as applicable, the CONSULTANT's billing rates set forth in Exhibit "C-1". If applicable, the invoice shall also describe the percentage

of completion of each task. The information in CONSULTANT's payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City's Project Manager at the address specified in Section 13 ("Project Management") below. The City will generally process and pay invoices within thirty (30) days of receipt.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subcontractors/subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All of the Services to be furnished by CONSULTANT under this Agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

SECTION 8. ERRORS/OMISSIONS. CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's negligent acts or willful errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

SECTION 9. [RESERVED BY AGREEMENT OF THE PARTIES] (COST ESTIMATES)

SECTION 10. INDEPENDENT CONTRACTOR. CONSULTANT acknowledges and agrees that CONSULTANT or any agent or employee of CONSULTANT shall act as and shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which CONSULTANT performs the Services requested by CITY under this Agreement. CONSULTANT or any agent or employee of CONSULTANT shall not have employee status with CITY, nor be entitled to participate in any plans, arrangements, or distributions by CITY pertaining to or in connection with any retirement, health or other benefits that CITY may offer its employees. CONSULTANT shall be responsible for all obligations and payments, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, workers' compensation, unemployment compensation, insurance, and other similar responsibilities related to CONSULTANT's performance of the Services, or any agent or employee of CONSULTANT providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between CITY and CONSULTANT or any agent or employee of CONSULTANT. Any terms in this Agreement referring to direction from CITY shall be construed as providing for direction as to policy and the result of CONSULTANT's provision of the Services

only, and not as to the means by which such a result is obtained. CONSULTANT agrees to maintain and make available to CITY, upon request and during regular business hours, accurate books and accounting records demonstrating CONSULTANT's compliance with this section.

SECTION 11. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the City Manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the City Manager will be void.

SECTION 12. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee. In the event CONSULTANT does subcontract any portion of the work to be performed under this Agreement, CONSULTANT shall be fully responsible for all acts and omissions of a subcontractor.

SECTION 13. PROJECT MANAGEMENT. CONSULTANT will assign Jen Lillis as the CONSULTANT's Project Manager to have supervisory responsibility for the performance, progress, and execution of the Services and to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the CONSULTANT's Project Manager, project Program Sponsor, or any other key personnel for any reason, the appointment of a substitute Project Manager and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's Project Manager. CONSULTANT, at CITY's request, shall promptly remove CONSULTANT personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's Project Manager is Jay Sivarajah, Information Technology Department, 250 Hamilton Avenue, Palo Alto, CA 94301, Telephone: 650-617-3134, email: Jay.Sivarajah@CityofPaloAlto.org. The CITY's Project Manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate Project Manager from time to time.

SECTION 14. OWNERSHIP OF MATERIALS. All work product, including without limitation, all writings, drawings, plans, software, programs, records, papers, reports, specifications, calculations, documents, technical information, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees and does hereby grant to and vest in City the entire right, title and interest in and to all the copyright material first produced and composed in course of or pursuant to the performance of CONSULTANT's provisions of the Services to the City, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY that is not a part of CONSULTANT's Preexisting Materials (as defined below). Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of services

herein. CITY and CONSULTANT acknowledge and agree that CONSULTANT will utilize some of its Preexisting Materials (defined below) in developing the work products under this Agreement. CONSULTANT's "Preexisting Materials" are defined as its: processes, tools, modules, inventions, procedures, technology, knowhow, software and frameworks and CONSULTANT which were developed by CONSULTANT prior to its engagement with the CITY under this Agreement. The parties understand and agree that CONSULTANT will maintain exclusive ownership, rights, title and interest, to include all associated intellectual property, to CONSULTANT's "Preexisting Materials". CONSULTANT hereby grants to CITY a royalty free, perpetual, irrevocable, worldwide, nonexclusive license to use, distribute, display and transmit the CONSULTANT Preexisting Materials that are embedded in any end work product.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for four (4) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least four (4) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY.

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to CONSULTANTS negligent acts, errors or omissions, or willful misconduct, in the performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. No waiver of a condition or nonperformance of an obligation is effective unless it is in writing signed by the authorized representatives of the parties hereto and approved as required under the Palo Alto Municipal Code. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

SECTION 18. INSURANCE.

18.1.   CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D", entitled "INSURANCE REQUIREMENTS". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2.   All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3.   Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4.   The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement.   Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

19.1.   The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2.   CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3.   Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such

materials will become the property of CITY.

19.4.   Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 17, 19.3, 19.4, 19.5, 20, 25, 27 and 28.

19.5.   No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 20. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

>   To CITY: Office of the City Clerk
>   City of Palo Alto
>   Post Office Box 10250
>   Palo Alto, CA 94303

>   With a copy to the Purchasing Manager

>   To CONSULTANT: Attention of the project director
>   at the address of CONSULTANT recited above

SECTION 21. CONFLICT OF INTEREST.

21.1.   In executing this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2.   CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3.   If the Project Manager determines that CONSULTANT is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 22. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person's race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS. CONSULTANT shall comply with the CITY's Environmentally Preferred Purchasing policies which are available at CITY's Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY's Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

    (a) All printed materials provided by CONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY's Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.

    (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY's Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division's office.

    (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE. CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance in accordance with Palo Alto Municipal Code section 4.62.060.

SECTION 25. NON-APPROPRIATION. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will

terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with prevailing wage laws (including without limitation SB 7) if the contract is not a public works contract; or if the contract is for a public works construction project of $25,000 or less, or for a public works alteration, demolition, repair, or maintenance project of $15,000 or less, per Labor Code 1782(d)(1).

SECTION 27. MISCELLANEOUS PROVISIONS.

27.1 This Agreement will be governed by California law without regard to conflict of law provisions.

27.2 In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3 The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4 This Agreement, including all exhibits, constitutes the entire and integrated agreement between the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements, negotiations, representations, statements and undertakings, either oral or written. This Agreement may be amended only by a written instrument, which is signed by the authorized representatives of the parties and approved as required under Palo Alto Municipal Code.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6 If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the unaffected provisions of this Agreement will remain in full force and effect.

27.7 All exhibits referred to in this Agreement and any exhibits, addenda,

appendices, attachments, and schedules to this Agreement referred to herein (collectively, "exhibits") are, by such reference, incorporated into this Agreement in full and deemed a part of this Agreement.

27.8   In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal (if any), the exhibits shall control.

27.9   If, pursuant to this Agreement with CONSULTANT, CITY shares with CONSULTANT any personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 CONSULTANT understands and agrees that, in connection with this Agreement, the CONSULTANT may have access to proprietary and/or confidential information which may be owned or controlled by the CITY, the disclosure of which to third parties may be damaging to the CITY, its employees or customers/residents. CONSULTANT also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject the CONSULTANT to civil liability. Consequently, CONSULTANT agrees that all information disclosed by the CITY to the CONSULTANT shall only be used in the performance of this Agreement, unless disclosure is required by law or court order. CONSULTANT shall exercise the same standard of care to protect such information as is used to protect its own proprietary and/or confidential information and in no case less than a reasonable standard of care. In addition, CONSULTANT shall provide the Services in accordance with the provisions of the Information Privacy Policy exhibit.

27.11 The provisions of all checked boxes in this Agreement shall apply to this Agreement; the provisions of any unchecked boxes shall not apply to this Agreement.

27.12 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.13 This Agreement may be signed in multiple counterparts, which, when executed by all the parties, shall together constitute a single binding agreement.

SECTION 28. EXHIBITS. Each of the following exhibits, if the check box for such exhibit is selected below, is hereby attached and incorporated into this Agreement by reference as though fully set forth herein:

⊠ EXHIBIT A: SCOPE OF SERVICES
⊠ EXHIBIT A-1   PROFESSIONAL SERVICES TASK ORDER
⊠ EXHIBIT B: SCHEDULE OF PERFORMANCE
⊠ EXHIBIT C: COMPENSATION

☒ EXHIBIT C-1:   SCHEDULE OF RATES
☒ EXHIBIT D: INSURANCE REQUIREMENTS
☒ EXHIBIT E: INFORMATION PRIVACY POLICY
☒ ATTACHMENT B: SYSTEM ARCHITECTURE OVERVIEW

THIS AGREEMENT IS NOT COMPLETE UNLESS ALL SELECTED EXHIBITS ARE ATTACHED.

(THE SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement effective as of the date first above written.
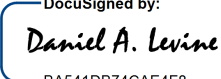
CITY OF PALO ALTO   **GEOGRAPHIC INFORMATION SERVICES, INC**

_____

City Manager (Required on contracts over $85,000)   By: *Daniel A. Levine*
                                                                  ___BA544DB74CAE4E8...___
                                                          Name: Daniel A. Levine
APPROVED AS TO FORM:
                                                          Title: President

_____   By: *Loretta Fowler*
City Attorney or designee   ___82162C6E8AEB451...___
(Required on Contracts over $25,000)   Name: Loretta Fowler

                                                          Title: Secretary, Board of Directors

EXHIBIT "A"
SCOPE OF SERVICES

CONSULTANT shall provide as-needed, on-call, time-limited GIS project support services (the "Services" as defined in this Agreement) as detailed in this Exhibit "A" ("Scope of Services") to the City's Information Technology Department to help implement the City's new enterprise Geospatial Information System (GIS) and update and maintain it on an as-needed basis, as assigned and authorized by the City via Task Order per Section 1 ("Scope of Services") of this Agreement.

CONSULTANT will provide Services that adhere to the City's enterprise GIS architecture (per the overview provided in Attachment B, entitled "System Architecture Overview", and as may evolve during the term of the Agreement) when implementing solutions as assigned by City, to help port legacy GIS applications to the City's new ArcGIS-based applications. CONSULTANT will provide project support services to help build custom applications as assigned by City and in accordance with the IT Department's technical guidance.

The GIS project Services to be provided by CONSULTANT, as assigned by CITY via Task Order, are in line with, but not limited to, the following GIS specialized areas of focus:

SPECIALIZED AREAS OF FOCUS

1. GIS Infrastructure Setup and ArcGIS Platform Configuration Project Support

The GIS Infrastructure will be hosted on-premise as well in the cloud depending on the GIS application and use. The on-premise solution will be hosted in the City's IT Data center based in City Hall. In addition, GIS will have different environments like production, staging and development servers to support software development life cycle processes. Examples of the types of projects for which CONSULTANT will provide Services under this GIS Infrastructure specialized area of focus, if assigned by CITY via Task Order, are as follows:

    a) Deploy and configure an ArcGIS for server system that enables GIS content sharing across the enterprise and meets the City's business requirements.
    b) Assist with server capacity planning.
    c) Configure ArcGIS Server sites, services, applications, and users.
    d) Configure the Web Adaptor component to integrate our ArcGIS Server with a web server.
    e) Publish services that have the capabilities required for the City's applications.
    f) Plan and create a cache for high-performing map and image services.
    g) Implement security for City sites and services that meet City requirements.

2. Spatial Database Management Project Support

The new enterprise GIS will be maintained in ArcSDE (Spatial Database Engine) technology which is a core component of ArcGIS for Server. Via ArcSDE spatial data will be managed in the Oracle 11g or 12c relational database management system (RDBMS) and it will enable access by ArcGIS clients. ArcSDE is the technology that provides the framework to support long transactions, which will facilitate the versioned editing environment in the City's multiuser geo-database. The geo-database (alternatively referred to as the GIS database) is the primary data storage model for ArcGIS; it provides a single central location to access and manage geo-spatial data. To provide Services for this Spatial Database Management specialized area of focus, the CONSULTANT shall have the skills, experience and expertise to perform as follows, if so

assigned by CITY via Task Order:

a) Demonstrates and maintains expert knowledge/leadership in configuring and supporting AutoDesk Topobase on Oracle DB.
b) Demonstrates and maintains expert knowledge/leadership in configuring and supporting Esri Enterprise GeoDatabase running on Oracle and SQL Server.
c) Configure a multiuser geodatabase for the CITY's relational database management system.
d) Create a multiuser geodatabase and configure connections to it.
e) Configure storage settings to support our organization's data management workflows
f) Perform database restores or re-organization as required
g) Create/refresh development/QA databases from production data as required
h) New database and tool implementation and configuration as required
i) Develop database backup scripts and processes as required
j) Perform database Initiation Parameter modifications as required
k) Perform database upgrades and patches as required
l) Data integrity and corrections as required
m) Problem identification of data integrity, errors, and omissions.
n) Database performance monitoring, analysis, and Tuning as required
o) New database/object creation as required
p) Application of schema changes, e.g. creation, alteration, and deletion of tables and indices, compilation and dropping of stored procedures and triggers, etc. as required
q) Establishing and maintaining database configuration and system parameters in a consistent manner across like database environments
r) Execution of processes for the proper maintenance and functioning of databases, e.g. updating table/index statistics, dropping and rebuilding tables/indices, etc.

3. GIS Software, Application, Database Development, and Integration Projects

All GIS applications and users will access the data from a centralized ArcSDE database which will be primarily based on an Oracle database. Adhering to the City's enterprise GIS architecture when implementing solutions, the Consultant(s) shall review, enhance with new services, tools and redevelop the application functionalities presented below. Examples of the types of projects for which CONSULTANT will provide Services under this GIS Software, Application, Database Development, and Integration specialized area of focus, if assigned by CITY via Task Order, are as follows:

a) Building out the ArcGIS portal for Citywide use. Configure ArcGIS Server sites, services, applications, and users.
b) Set up user roles and privileges to provide secure data access.
c) Establishing new printing services
d) Publish services that have the capabilities required for our applications.
e) Develop department-specific targeted web map and web map app GIS solutions to meeting business requirements.
f) Develop GIS dashboards that provide a visual presentation of statistics and information in order to identify trends and measure efficiencies/inefficiencies by managers and key stakeholders. Dashboards allow the City to capture and report specific data points from each department within the organization, thus providing a "snapshot" of performance. These dashboards will provide a realtime operational view of people, services, assets, and events.
g) Operations Dashboard for ArcGIS is a configurable web app that provides location-aware

data visualization and analytics for a real-time operational view of people, services, assets, and events.

h) The City would like to adopt the Local Government Information Model (LGIM) for its core geospatial datasets. If assigned, CONSULTANT will work with each department to perform a GAP analysis and to validate and finalize the LGIM data model for datasets; Develop a City-wide data migration plan that departments could adopt and modify to update, maintain and create data and workflows in LGIM moving forward.

i) Integrations: Upgrade existing integrations and shared services as directed by City staff. Integrations shall continue to provide data to existing interfacing systems in the same format and frequency; therefore, eliminating or minimizing impacts to the recipient systems. If assigned by City, CONSULTANT will revise, enhance and modify the integration interface with those systems whenever identified and required. This integration effort will consider the ongoing activities within the other projects such as the SAP-ERP (Enterprise Resource Planning), SAP-CIS (Customer Information System), Utility OMS (Outage Management System), Accela permitting system, etc.

j) Reporting solutions: Build custom reporting applications using software frameworks and database tools as assigned by City.

k) Workflow Automation: Review currently implemented data workflows, analyze the stakeholders' requirements and business processes flow in order to implement automated workflows that map the analyzed business processes. Construct workflows using ArcGIS Workflow Manager Administrator application for the desktop. Each workflow shall map stakeholder's business process, or it shall represent a new automated process. These automation scripts and workbenches shall be constructed and published on the ArcGIS Server or FME Server to cover the whole business process automation. As assigned by City, workflows shall be built and responsible for version management, for creating, deleting, reconciling and posting data from data versions to the default version.

l) The objective of projects assigned under this specialized area of focus is to greatly improve the efficiency of the GIS operations and the productivity of the GIS teams. Additionally, to help reduce errors and optimize staff time by organizing and automating the relationships between the activities in a GIS project, including non-GIS activities those are required. Objectives include:

    i. Improve user productivity by automating common activities such as geo-processing and version management and reducing repetition of production procedures.

    ii. Ensure standardization and consistency across operations by quickly creating workflows using simple visual tools and centralizing workflow management.

    iii. Automate and simplify workflow management using out-of-the-box, user-configurable tools.

    iv. Easily track workflow status using reports.

    v. Integrate the GIS and other business applications by seamlessly incorporating non-GIS activities into the GIS workflows.

    vi. Efficiently manage a dispersed workforce and assign activities by geography.

m) Porting legacy applications to ArcGIS platform: Currently there are many custom apps that have been written by Geodesy using its Encompass framework. There are also many custom apps that have been written by CAD Masters, the City Utility departments' AutoCAD Consultant(s)s. These apps will be moved to the ArcGIS platform as warranted by the City.

n) Data Reviewer Checks Development Procedures: City is always seeking to improve data quality, save time and enrich its data quality with automated processes. Accordingly, City would like to use Esri ArcGIS Data Reviewer extension for desktop and server for data quality management and control purposes. Using ArcGIS Data Reviewer, Department will reduce Cost, Time & Resources used to complete QC tasks during the Department GIS section's regular tasks and/or activities. If assigned by City, CONSULTANT will implement ArcGIS Data Reviewer on both the desktop and the Server levels, to fulfill, develop and deliver the following functions;

    i. Automate and simplify the QC process using out-of-the-box, user-configurable checks.

    ii. Implement a consistent, Department-wide data review process by sharing data quality business rules between the GIS teams.

    iii. Free up resources by scheduling automated data validations to run at specified dates and times–enabling the GIS staff to work on other priority tasks.

    iv. Track and report the review, correction, and verification of the data by automatically capturing user information and a date/time stamp.

    v. Streamline the error correction workflow across the Departments by managing QC results from a centralized location.

    vi. Create GIS-related data validation methods by building checks specific to the Department using custom code or geo-processing models/scripts.

4. Spatial Modeling and Analysis Projects

If assigned by City, CONSULTANT will develop spatial analysis solutions to meet various City department requirements, using for example tools like Esri's Insights, Power BI, tableau, etc., to explore spatial and nonspatial data, work with maps, charts, and tables. Apply advanced algorithmic spatial analysis with a simple drag and drop using guided workflows to make it easy for anyone to solve spatial problems and to empower users to make better decisions using all data. Users shall be able to integrate and analyze spatial and tabular data for contextual analysis from their enterprise databases, ArcGIS data, geodatabases, Excel spreadsheets, and ArcGIS demographic data. The City prefers to use these tools to enhance further the internal stakeholder spatial experience to make the optimum use of available data and application of spatial thinking tools with possibilities for analysis and data exploration and visualize data on cards as maps, charts, and tables, etc.

5. Real-time Integration and Streaming Data Visualization Projects

The City wishes to explore the capabilities of Esri's GeoEvent Server or any similar technology to enable real-time event-based data streams to be integrated as data sources within the enterprise GIS. The City's intention is to make GIS applications into frontline decision-making applications, helping to respond faster and with increased awareness whenever and wherever change occurs.

Some areas where the City is interested in integration include, but are not limited to, the following:

a) SCADA (supervisory control and data acquisition) – Utility Outage Management

b) Customer Service Calls

c) Billing and Consumption Information

d) Work Orders

e) AVL (automatic vehicle location)

f) Smart Meters

The City also wishes to explore a "big data" approach to GIS in order to allow analysis and decision making from huge data sets, by using algorithms, query processing, and spatiotemporal data mining. This will involve extracting information from the maximum possible number of sources using established procedures and computational techniques. Big data visualization involves the presentation of data of almost any type in a graphical format that makes it easy to understand and interpret.

If assigned by City, CONSULTANT will assist with such projects under this Real-time Integration and Streaming Data Visualization specialized area of focus, as detailed in the Task Order for such Services.

6. CAD and GIS Integration Projects

For the near-term, the City's AutoCAD data store will be maintained until the Utilities Department is ready to fully adopt the ArcGIS platform and the existing custom CAD-based solutions and workflows are ported to the ArcGIS platform. Examples of the types of projects for which CONSULTANT will provide Services under this CAD and GIS Integration specialized area of focus, if assigned by CITY via Task Order, are as follows:

    a) Work with the Utilities Department and conduct a migration impact study, create a transition plan and assist with the CAD to GIS migration.

    b) Build/enhance CAD templates and automate the CAD conversion to GIS as part of this project.

    c) Convert existing CAD data to GIS format, which will require CAD/GIS technicians in this task.

    d) Utilize the AutoCAD for ArcGIS tools to automate and standardize GIS data conversion.

    e) Review existing CAD standards related to all identified department stakeholders and their daily business process in order to build templates for automated CAD data exchange with the GIS systems.

7. Utility Department-Specific GIS Projects

The City's Utilities Department is a primary user of the City's GIS and has a separate AutoCAD-based end-to-end database solution. Several Utilities Department-specific GIS projects have been identified thus far, which include but are not be limited to, the following:

    a) Adoption of Esri's Utility Network Model or the Geometric Network Model, in order to leverage several engineering analysis functionalities. Adopting Esri's recommended data model will allow the Utilities Department to start working with Esri partner vendors like Schneider, Milsoft, and Futura, which provide specialized utility solutions in areas such as engineering analysis, outage management systems, and field engineering or staking. The Consultant will provide specialized GIS analysis and recommendations on how to implement the Esri and Esri-based systems the City is interested in, what vendor solutions the City may want to implement, and how to port the current utility data model to one of Esri's proposed data models. As part of this, Consultant will conduct a migration impact study, create a transition plan, and provide technical assistance with the data migration and initial system implementation.

    b) The City utilizes many custom GIS apps that have been written by CAD Masters, the Utility Department's AutoCAD consultant. CONSULTANT will provide specialized GIS project support services to move these apps to the City's new ArcGIS platform, as

requested by the City.

c) Upgrade existing GIS integrations and create new ones between Utility-specific software systems such as CIS (Customer Information System), ERP System (Enterprise Resource Planning system), and Utility OMS (Outage Management System).

d) Build several ArcGIS web, mobile, and dashboard-based solutions that have been identified thus far by the Utility Department.

8. GIS Data Maintenance Projects

From time to time, the City may require CONSULTANT to provide Services under this GIS Data Maintenance specialized area of focus for projects such as, but not limited to, the following:

a) The review, enhancement and republication of the GIS base map and all the associated maps/documents published and consumed within the GIS. This includes all the data manipulations from custodians to the GIS database with all its associated versioning and workflows. From time to time, ArcMap documents (MXDs) comprising the base map and other services within the application may be revised and enhanced for topological errors, quality assurance ("QA")/quality control ("QC") techniques, and overall performance. Symbology and representation techniques, Esri products adopted for this purpose, may also be considered for review, revision and enhancement from time to time. Base map caching techniques and storage may also be considered for review, revision and enhancement from time to time.

b) Analyze and update foundation basemap data to meet new requirements from City staff, other public agency partners of the City, and the public, as assigned to CONSULTANT by City under this Agreement.

c) Acquire and analyze quarterly updates of Santa Clara County (SCC) Recorder's office map documents. Tasks include identifying areas affecting Palo Alto's foundation basemap, editing all cadastral data impacted by information on these documents (i.e. parcel lines, subdivisions, parcel maps, certificates of compliance, easements, etc.) by using distance and bearing methods within the Encompass Traverse toolset and linking all relevant documents to appropriate features in the foundation basemap by using GIS-based document management functionality. This is a recurring, but time-limited project.

d) Acquire and analyze quarterly updates of the Santa Clara County Assessor's office parcel rolls for Palo Alto. Tasks include comparing these listings with the GIS data to identify changes in cadastral data affecting the foundation basemap and reconciling these changes and making edits as necessary by using the tools and techniques described previously. This is a recurring, but time-limited project.

e) Work with City's Real Estate Office staff to review archives of consummated transaction files on an as-needed basis. Identify cadastral data changes made by those transactions (i.e. easement deeds, right-of-way transfers, etc.) edit the GIS foundation basemap to reflect these changes and link a digital copy of the file together with other relevant documents to the affected parcels in the GIS.

9. GIS System Maintenance and Support Projects

If assigned by City, CONSULTANT will provide Services under this GIS System Maintenance and Support specialized area of focus, including for example and without limitation the following types of projects:

a) Assess and tune GIS services and geo-database to ensure high performance.

b) Update/upgrade all of department-specific GIS Databases/GIS applications when a new version becomes available (keeping all such applications online or with minimum downtime during such upgrades).

c) Ensure that department-specific GIS systems and applications in development, staging and production environments are up to date and in sync with all major releases of Esri ArcGIS Server, ArcGIS Portal, Oracle, SQL Server, FME and ArcGIS Desktop software, ArcGIS JavaScript API and other software.

d) Update and enhance the City's enterprise ArcSDE and Oracle Geodatabase by ensuring that the Oracle version and patches are all up to date.

e) In performing GIS application maintenance and support projects under this specialized area of focus, CONSULTANT will conform to the following requirements:

   i. Resolve critical second-level GIS application issues as required. (City will be responsible for first-level support of the GIS application).

   ii. The CONSULTANT shall maintain information for each service request, including but not limited to, problem description, start and end dates/times, actual or potential root cause(s), corrective action taken, and future action required.

   iii. The CONSULTANT shall provide maintain task details within the application where all the task orders from City will be recorded, approved, tracked, and managed throughout the life cycle.

   iv. The CONSULTANT shall develop and provide knowledge transfer documentation per request.

   v. The CONSULTANT shall work with City IT to provide monthly/weekly status reports including, but not limited to, work orders analysis, actual hours usage, average cycle time, quality issues, and improvement recommendations during the tenure of an assignment.

   vi. To the extent any assigned on-call project requires CONSULTANT availability during CITY business hours, the CONSULTANT shall be available, as needed, between 6:00 a.m. PST to 6:00 p.m. PST weekdays, Monday through Friday, except for City holidays.

   vii. The CONSULTANT shall provide a problem escalation process to ensure urgent problems are resolved expeditiously, according to the City's **Proposed Service Level Agreement Summary** (*see table below*) or CONSULTANT'S proposed service level agreement, as mutually agreed to the in the Task Order for the project.

   viii. The CONSULTANT shall provide a process to record after-hours problems for next day resolution.

   ix. The CONSULTANT shall ensure that all software modifications and upgrades are deployed using the configuration management, documentation, and integration, and acceptance testing requirements per the applicable contractual warranty and licensing.

   x. The CONSULTANT shall provide the appropriate technical resources (at agreed upon rates) to modify or enhance applications to ensure that the software continues to support City business requirements per the applicable contractual warranty and licensing.

   xi. The CONSULTANT shall provide justifiable resource and timeframe estimates for software design, development, testing, and deployment of all application modifications and upgrade requests within the timeframes in the City's **Proposed Service Level Agreement Summary** (*see table below*) or CONSULTANT'S

proposed service level agreement, as mutually agreed to the in the Task Order for the project.

xii.   The CONSULTANT shall begin and end each application modification and upgrade effort within the timeframe established in the City's **Proposed Service Level Agreement Summary** (*see table below*) or CONSULTANT'S proposed service level agreement, as mutually agreed to the in the Task Order for the project.

xiii.   The CONSULTANT shall maintain source code version and release of software versions in the City source code repository as assigned by the City and adhere to City's configuration and source code management standards during the life of the project and per the applicable contractual warranty and licensing.

xiv.   The CONSULTANT shall provide and maintain coding standards and quality control to ensure coding readability, performance, and sustainability.

xv.   The CONSULTANT shall make proper resource allocation arrangements to ensure project support continuity during holiday seasons.

WORK MODEL SUMMARY

Contract engagement with Consultant is based on labor hour for each City-approved Task Order. Hourly rates are fixed according to the rate schedule exhibit. Each Task Order with Consultant, except urgent system fix, will be reviewed and approved by City's Project Manager (who is also the City's GIS Program Manager) as detailed in this Agreement, providing supporting material such as Task Order scope; objectives, cost estimate, resource planning, and schedule are available. Consultant's Project Manager will collaborate with CITY's Project Manager to align objects, schedule, resource, and cost closely.

This "Work Model Summary" section is intended as an overview/summary only, and in the event any provision of this "Work Model Summary" section conflicts with any other provision of this Agreement, the other provision of this Agreement shall control.

DELIVERABLES

For each Task Order assigned and authorized by City, Consultant will follow CITY's system design and development standards, to conduct the following tasks and produce deliverables:

- Conduct problem investigation, root cause analysis, problem resolution, and knowledge transfer on an as-needed basis.

- Prepare functional specification, technical specification, testing plan, and training material.

- Document configuration changes and process changes.

- Others: Solution comparison, gap analysis, etc., as requested by City in the Task Order.

PERFORMANCE MANAGEMENT

The CONSULTANT, at City's request, will provide City with information regarding CONSULTANT's methodologies and tools in order to demonstrate the CONSULTANT's ability to meet the performance requirements in the Proposed Service Level Agreement (SLA).

The CONSULTANT, at City's request, will provide performance measurements regarding the Services provided, including, but not limited to, the following:

Quality of work: defect rate, re-work rate

Response time

Service fulfillment rate

User Satisfaction (City as user/ City users)

Proposed Service Level Agreement Summary:

Priority	Definition	Response Time After Notification	Provide Solution Time	Target Resolution Time	Escalation Path
Emergency	• Entire organization is affected. • Core business process cannot be carried out. • Security violation.	1 hour	1 day	1 day	Resolution > 2 day Escalation path: tbd
Critical	• Multiple users or departments are directly affected. • Incident has serious impact on critical tasks and no workaround is available • Customer affected.	4 hours	1 day	3 days	Resolution > 2 day Escalation path: tbd
High	• System cannot function as designed or installed. • Small group of users are directly affected. • Compliance time line is affected	1 day	3 days	Requires resource estimation, City's approval, prioritization and scheduling	
Medium	• Small number of users are affected. • Isolated incident. • Degraded performance and/or is difficult to use.	5 days	2-3 weeks	Requires resource estimation, City's approval, prioritization and scheduling	

Priority	Definition	Response Time After Notification	Provide Solution Time	Target Resolution Time	Escalation Path
Low	• User requests general information, service or consultation. • Cosmetic enhancements • Report enhancements	5 days	4-6 weeks	To be prioritized based on resource availability and cost	

CONSULTANT QUALIFICATIONS

The CONSULTANT shall assign personnel to provide Services under this Agreement with the following qualifications:

a) Must have a minimum of 8 years of experience configuring and developing Esri ArcGIS systems with a thorough understanding of the integration required with other relevant Esri toolsets part of the Esri eco system.
b) Requires excellent communication, analytical, facilitation and negotiation skills, data/business process modeling, knowledge of competition, and industry happenings.
c) Ability to form, lead and/or be a participant in a cross-functional team.
d) Superior level of attention to detail, time management, organization and problem-solving skills with the ability to handle multiple projects and deadlines simultaneously.
e) Demonstrates excellent requirements gathering and quality assurance testing skills, ensuring business needs are met.
f) Esri or GIS certifications relevant to the position are preferred.
g) Utilities Industry Business knowledge preferred.

In addition, the CONSULTANT will meet the following requirements regarding project staffing:

a) Consultant will pre-screen all proposed candidates and perform reference checks in advance.

b) Consultant will perform a technical assessment for all proposed candidates in advance.

c) Consultant will process all fingerprinting/criminal background check and confirm clearance for all proposed candidates prior to commencing work or performing services for the City of Palo Alto, conducted in compliance with applicable State and Federal laws and regulations. The City may require the Consultant to submit an affidavit.

In addition, for any project that will involve access by Contractor/its personnel to any Palo Alto Police Department facility, system or data, Consultant and Consultant personnel assigned to such a project will be required by City to undergo and clear higher-level criminal background check requirements administered by the Palo Alto Police Department, and complete any required security trainings and California Department of Justice requirements. Consultant will comply with all such requirements and ensure that its staff

assigned to such projects comply with such requirements.

WARRANTIES

The CONSULTANT warrants that all Services provided under this Agreement shall meet all the business requirements and specifications herein for a period of ninety (90) days.

The CONSULTANT shall make fixes for problems found during the agreed upon warranty period ninety (90) days at no additional cost to City.

The CONSULTANT shall replace CONSULTANT'S staff member assigned to the City within one week upon receiving City's written notification. Change of CONSULTANT'S staff reasons may include but are not limited to:
- Security violation
- Communication deficiency
- Attendance problem
- Failed to demonstrate professional knowledge

EXHIBIT "A-1"
PROFESSIONAL SERVICES TASK ORDER

Consultant shall perform the services detailed below in accordance with all the terms and conditions of the Agreement referenced in Item 1A below. All exhibits referenced in Item 8 are incorporated into this Task Order by this reference. The Consultant shall furnish the necessary facilities, professional, technical and supporting personnel required by this Task Order as described below.

CONTRACT NO.
OR PURCHASE ORDER REQUISITION NO.   (*AS APPLICABLE*)

1A.   MASTER AGREEMENT NO. (*MAY BE SAME AS CONTRACT / P.O. NO. ABOVE*):
1B.   TASK ORDER NO.:
2.   CONSULTANT NAME:
3.   PERIOD OF PERFORMANCE: START: COMPLETION:
4   TOTAL TASK ORDER PRICE: $_____
      BALANCE REMAINING IN MASTER AGREEMENT/CONTRACT $_____
5.   BUDGET CODE_____
      COST CENTER_____
      COST ELEMENT_____
      WBS/CIP_____
      PHASE_____
6.   CITY PROJECT MANAGER'S NAME & DEPARTMENT:_____
7.   DESCRIPTION OF SCOPE OF SERVICES (Attachment A)
      <u>MUST INCLUDE</u>:
         ▪ SERVICES TO BE PROVIDED
         ▪ SCHEDULE OF PERFORMANCE
         ▪ COMPENSATION AMOUNT AND RATE SCHEDULE (*as applicable*)
         ▪ DELIVERABLES, as applicable
         ▪ REIMBURSABLE EXPENSES, if any (with "not to exceed" amount)
8.   ATTACHMENTS: A: <u>Task Order Scope of Services</u>   B (if any): _____

I hereby authorize the performance of the work described in this Task Order.

I hereby acknowledge receipt and acceptance of this Task Order and warrant that I have authority to sign on behalf of Consultant.

APPROVED:
CITY OF PALO ALTO

APPROVED:
COMPANY NAME: _____

BY:_____
Name _____
Title_____
Date _____

BY:_____
Name _____
Title_____
Date _____

EXHIBIT "B"
SCHEDULE OF PERFORMANCE

CONSULTANT shall perform the Services according to the schedule set forth in each Task Order as provided for in Section 1 ("Scope of Services") of this Agreement.

EXHIBIT "C"
COMPENSATION

The CITY agrees to compensate the CONSULTANT for on-call, as-needed, time-limited project support Services performed in accordance with the terms and conditions of this Agreement based on the hourly rate schedule provided in Exhibit C-1 ("Hourly Rate Schedule") of this Agreement, in accordance with Section 4 of this Agreement.

The compensation to be paid to CONSULTANT under this Agreement for all Services shall not exceed the amount(s) stated in Section 4 of this Agreement.

EXHIBIT "C-1"
HOURLY RATE SCHEDULE

GIS Expertise/Services Category	Labor Categories	Hourly Rate
GIS Infrastructure Setup and ArcGIS Platform Configuration, Spatial Database Management, Software, Application, Database Development and Integration Services, Spatial Modeling and Analysis Services, Real-time Integration and Streaming, Data Visualization, CAD & GIS Integration, Utility Department Specific Needs for Water and Wastewater, Data Maintenance, System Maintenance and Support	Enterprise Architect	$257.50
	Technical Architect/Water Solutions Architect	$206.85
	Senior Solution Engineer	$201.40
	Solution Engineer	$162.75
	Senior Geospatial Developer	$199.50
	Geospatial Developer	$154.50
	Senior Geospatial Analyst	$159.60
	Geospatial Analyst	$123.05
Data Maintenance Specific Needs for Land Records and Parcels	Senior Surveyor	$220.00
	Senior Project Manager	$138.00
	Senior Parcel Manager	$94.00
	Geospatial Technician	$83.00

EXHIBIT "D"
INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES	WORKER'S COMPENSATION	STATUTORY		
YES	EMPLOYER'S LIABILITY	STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, PRODUCTS/COMPLETED OPERATIONS AND FIRE LEGAL LIABILITY	BODILY INJURY	$2,000,000	$4,000,000
		PROPERTY DAMAGE	$2,000,000	$4,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	$2,000,000	$4,000,000
YES	TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE. THE POLICY SHALL AT A MINIMUM COVER PROFESSIONAL MISCONDUCT OR LACK OF REQUISITE SKILL FOR THE PERFORMANCE OF SERVICES DEFINED IN THE CONTRACT AND SHALL ALSO PROVIDE COVERAGE FOR THE FOLLOWING RISKS: (i) NETWORK SECURITY LIABILITYARISING FROM UNAUTHORIZED ACCESS TO, USE OF, OR TAMPERING WITH COMPUTERS OR COMPUTER SYSTEMS, INCLUDING HACKERS, EXTORTION, AND (ii) LIABILITY ARISING FROM INTRODUCTION OF ANY FORM OF MALICIOUS SOFTWARE INCLUDING COMPUTER VIRUSES INTO, OR OTHERWISE CAUSING DAMAGE TO THE CITY'S OR THIRD PERSON'S COMPUTER, COMPUTER SYSTEM, NETWORK, OR SIMILAR COMPUTER RELATED PROPERTY AND THE DATA, SOFTWARE AND PROGRAMS THEREON. CONTRACTOR SHALL MAINTAIN IN FORCE DURING THE FULL LIFE OF THE CONTRACT. THE POLICY SHALL PROVIDE COVERAGE FOR BREACH RESPONSE COSTS AS WELL AS REGULATORY FINES AND PENALTIES AS WELL AS CREDIT MONITORING EXPENSES WITH LIMITS SUFFICIENT TO RESPOND TO THESE OBLIGATIONS.	ALL DAMAGES	$2,000,000	$2,000,000

Professional Services
Rev. April 27, 2018

YES	CYBER AND PRIVACY INSURANCE. SUCH INSURANCE SHALL INCLUDE COVERAGE FOR LIABILITY ARISING FROM COVERAGE IN AN AMOUNT SUFFICIENT TO COVER THE FULL REPLACEMENT VALUE OF DAMAGE TO, ALTERATION OF, LOSS OF, THEFT, DISSEMINATION OR DESTRUCTION OF ELECTRONIC DATA AND/OR USE OF CONFIDENTIAL INFORMATION, "PROPERTY" OF THE CITY OF PALO ALTO THAT WILL BE IN THE CARE, CUSTODY, OR CONTROL OF VENDOR, INFORMATION INCLUDING BUT NOT LIMITED TO, BANK AND CREDIT CARD ACCOUNT INFORMATION OR PERSONAL INFORMATION, SUCH AS NAME, ADDRESS, SOCIAL SECURITY NUMBERS, PROTECTED HEALTH INFORMATION OR OTHER PERSONAL IDENTIFICATION INFORMATION, STORED OR TRAMSITTED IN ELECTRONIC FORM.	ALL DAMAGES	$2,000,000	$2,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY - EACH PERSON - EACH OCCURRENCE PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE, COMBINED	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000	$1,000,000 $1,000,000 $1,000,000 $1,000,000 $1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	$1,000,000	
YES	**THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED**: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, **NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.**			

I.   INSURANCE COVERAGE MUST INCLUDE:

A.   A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.

II.   CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: https://www.planetbids.com/portal/portal.cfm?CompanyID=25569.

III.   ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

A.   <u>PRIMARY COVERAGE</u>

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

B.   <u>CROSS LIABILITY</u>

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

Professional Services
Rev. April 27, 2018

C. <u>NOTICE OF CANCELLATION</u>

  1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

  2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO AT THE FOLLOWING URL:

HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569

OR

HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP

EXHIBIT "E"
INFORMATION PRIVACY POLICY

EXHIBIT E

INFORMATION PRIVACY POLICY

POLICY STATEMENT

The City of Palo Alto (the "City") strives to promote and sustain a superior quality of life for persons in Palo Alto. In promoting the quality of life of these persons, it is the policy of the City, consistent with the provisions of the California Public Records Act, California Government Code §§ 6250 – 6270, to take appropriate measures to safeguard the security and privacy of the personal (including, without limitation, financial) information of persons, collected in the ordinary course and scope of conducting the City's business as a local government agency. These measures are generally observed by federal, state and local authorities and reflected in federal and California laws, the City's rules and regulations, and industry best practices, including, without limitation, the provisions of California Civil Code §§ 1798.3(a), 1798.24, 1798.79.8(b), 1798.80(e), 1798.81.5, 1798.82(e), 1798.83(e)(7), and 1798.92(c). Though some of these provisions do not apply to local government agencies like the City, the City will conduct business in a manner which promotes the privacy of personal information, as reflected in federal and California laws. The objective of this Policy is to describe the City's data security goals and objectives, to ensure the ongoing protection of the Personal Information, Personally Identifiable Information, Protected Critical Infrastructure Information and Personally Identifying Information of persons doing business wit the City and receiving services from the City or a third party under contract to the City to provide services. The terms "Personal Information," "Protected Critical Infrastructure Information", "Personally Identifiable Information" and "Personally Identifying Information" (collectively, the "Information") are defined in the California Civil Code sections, referred to above, and are incorporated in this Policy by reference.

PURPOSE

The City, acting in its governmental and proprietary capacities, collects the Information pertaining to persons who do business with or receive services from the City. The Information is collected by a variety of means, including, without limitation, from persons applying to receive services provided by the City, persons accessing the City's website, and persons who access other information portals maintained by the City's staff and/or authorized third-party contractors. The City is committed to protecting the privacy and security of the Information collected by the City. The City acknowledges federal and California laws, policies, rules, regulations and procedures, and industry best practices are dedicated to ensuring the Information is collected, stored and utilized in compliance with applicable laws.

The goals and objectives of the Policy are: (a) a safe, productive, and inoffensive work environment for all users having access to the City's applications and databases; (b) the appropriate maintenance and security of database information assets owned by, or entrusted to, the City; (c) the controlled access and security of the Information provided to the City's staff and third party contractors; and (d) faithful compliance with legal and regulatory requirements.

SCOPE

The Policy will guide the City's staff and, indirectly, third party contractors, which are by contract required to protect the confidentiality and privacy of the Information of the persons whose personal information data are intended to be covered by the Policy and which will be advised by City staff to conform their performances to the Policy should they enjoy conditional access to that information.

CONSEQUENCES

The City's employees shall comply with the Policy in the execution of their official duties to the extent their work implicates access to the Information referred to in this Policy. A failure to comply may result in employment and/or legal consequences.

EXCEPTIONS

In the event that a City employee cannot fully comply with one or more element(s) described in this Policy, the employee may request an exception by submitting Security Exception Request. The exception request will be reviewed and administered by the City's Information Security Manager (the "ISM"). The employee, with the approval of his or her supervisor, will provide any additional information as may be requested by the ISM. The ISM will conduct a risk assessment of the requested exception in accordance with guidelines approved by the City's Chief Information Officer ("CIO") and approved as to form by the City Attorney. The Policy's guidelines will include at a minimum: purpose, source, collection, storage, access, retention, usage, and protection of the Information identified in the request. The ISM will consult with the CIO to approve or deny the exception request. After due consideration is given to the request, the exception request disposition will be communicated, in writing, to the City employee and his or her supervisor. The approval of any request may be subject to countermeasures established by the CIO, acting by the ISM.

MUNICIPAL ORDINANCE

This Policy will supersede any City policy, rule, regulation or procedure regarding information privacy.

RESPONSIBILITIES OF CITY STAFF

A. RESPONSIBILITY OF CIO AND ISM

The CIO, acting by the ISM, will establish an information security management framework to initiate and coordinate the implementation of information security measures by the City's government.

The City's employees, in particular, software application users and database users, and, indirectly, third party contractors under contract to the City to provide services, shall by guided by this Policy in the performance of their job responsibilities.

The ISM will be responsible for: (a) developing and updating the Policy, (b) enforcing compliance with and the effectiveness of the Policy; (c) the development of privacy standards that will manifest the Policy in detailed, auditable technical requirements, which will be designed and maintained by the persons responsible for the City's IT environments; (d) assisting the City's staff in evaluating security and privacy incidents that arise in regard to potential violations of the Policy; (e) reviewing and approving department-specific policies and procedures which fall under the purview of this Policy; and (f) reviewing Non-Disclosure Agreements (NDAs) signed by third party contractors, which will provide services, including, without limitation, local or 'cloud-based' software services to the City.

B. RESPONSIBILITY OF INFORMATION SECURITY STEERING COMMITTEE

The Information Security Steering Committee (the "ISSC"), which is comprised of the City's employees, drawn from the various City departments, will provide the primary direction, prioritization and approval for all information security efforts, including key information security and privacy risks, programs, initiatives and activities. The ISSC will provide input to the information security and privacy strategic planning processes to ensure that information security risks are adequately considered, assessed and addressed at the appropriate City department level.

C. RESPONSIBILITY OF USERS

All authorized users of the Information will be responsible for complying with information privacy processes and technologies within the scope of responsibility of each user.

D. RESPONSIBILITY OF INFORMATION TECHNOLOGY (IT) MANAGERS

The City's IT Managers, who are responsible for internal, external, direct and indirect connections to the City's networks, will be responsible for configuring, maintaining and securing the City's IT networks in compliance with the City's information security and privacy policies. They are also responsible for timely internal reporting of events that may have compromised network, system or data security.

E. RESPONSIBILITY OF AUTHORIZATION COORDINATION

The ISM will ensure that the City's employees secure the execution of Non-Disclosure Agreements (NDA), whenever access to the Information will be granted to third party contractors, in conjunction with the Software as a Service (SaaS) Security and Privacy Terms and Conditions. An NDA must be executed prior to the sharing of the Information of persons covered by this Policy with third party contractors. The City's approach to managing information security and its implementation (i.e. objectives, policies, processes, and procedures for information security) will be reviewed independently by the ISM at planned intervals, or whenever significant changes to security implementation have occurred.

The CIO, acting by the ISM, will review and recommend changes to the Policy annually, or as appropriate, commencing from the date of its adoption.

GENERAL PROCEDURE FOR INFORMATION PRIVACY

A. OVERVIEW

The Policy applies to activities that involve the use of the City's information assets, namely, the Information of persons doing business with the City or receiving services from the City, which are owned by, or entrusted to, the City and will be made available to the City's employees and third party contractors under contract to the City to provide Software as a Service consulting services. These activities include, without limitation, accessing the Internet, using e-mail, accessing the City's intranet or other networks, systems, or devices.

The term "information assets" also includes the personal information of the City's employees and any other related organizations while those assets are under the City's control. Security measures will be designed, implemented, and maintained to ensure that only authorized persons will enjoy access to the information assets. The City's staff will act to protect its information assets from theft, damage, loss, compromise, and inappropriate disclosure or alteration. The City will plan, design, implement and maintain information management systems, networks and processes in order to assure the appropriate confidentiality, integrity, and availability of its information assets to the City's employees and authorized third parties.

B. PERSONAL INFORMATION AND CHOICE

Except as permitted or provided by applicable laws, the City will not share the Information of any person doing business with the City, or receiving services from the City, in violation of this Policy, unless that person has consented to the City's sharing of such information during the conduct of the City's business as a local government agency with third parties under contract to the City to provide services.

C. METHODS OF COLLECTION OF PERSONAL INFORMATION

The City may gather the Information from a variety of sources and resources, provided that the collection of such information is both necessary and appropriate in order for the City to conduct business as a local government agency in its governmental and proprietary capacities. That information may be gathered at service windows and contact centers as well as at web sites, by mobile applications, and with other technologies, wherever the City may interact with persons who need to share such formation in order to secure the City's services.

The City's staff will inform the persons whose Information are covered by this Policy that the City's web site may use "cookies" to customize the browsing experience with the City of Palo Alto web site. The City will note that a cookie contains unique information that a web site can use to track, among others, the Internet Protocol address of the computer used to access the City's web sites, the identification of the browser software and operating systems used, the date and time a user accessed the site, and the Internet address of the website from which the user linked to the City's web sites. Cookies created on the user's computer by using the City's web site do not contain the Information, and thus do not compromise the user's privacy or security. Users can refuse the cookies or delete the cookie files from their computers by using any of the widely available methods. If the user chooses not to accept a cookie on his or her computer, it will not prevent or prohibit the user from gaining access to or using the City's sites.

D. UTILITIES SERVICE

In the provision of utility services to persons located within Palo Alto, the City of Palo Alto Utilities Department ("CPAU") will collect the Information in order to initiate and manage utility services to customers. To the extent the management of that information is not specifically addressed in the Utilities Rules and Regulations or other ordinances, rules, regulations or procedures, this Policy will apply; provided, however, any such Rules and Regulations must conform to this Policy, unless otherwise directed or approved by the Council. This includes the sharing of CPAU-collected Information with other City departments except as may be required by law.

Businesses and residents with standard utility meters and/or having non-metered monthly services will have secure access through a CPAU website to their Information, including, without limitation, their monthly utility usage and billing data. In addition to their regular monthly utilities billing, businesses and residents with non-standard or experimental electric, water or natural gas meters may have their usage and/or billing data provided to them through non-City electronic portals at different intervals than with the standard monthly billing.

Businesses and residents with such non-standard or experimental metering will have their Information covered by the same privacy protections and personal information exchange rules applicable to Information under applicable federal and California laws.

E. PUBLIC DISCLOSURE

The Information that is collected by the City in the ordinary course and scope of conducting its business could be incorporated in a public record that may be subject to inspection and copying by the public, unless such information is exempt from disclosure to the public by California law.

F. ACCESS TO PERSONAL INFORMATION

The City will take reasonable steps to verify a person's identity before the City will grant anyone online access to that person's Information. Each City department that collects Information will afford access to affected persons who can review and update that information at reasonable times.

G. SECURITY, CONFIDENTIALITY AND NON-DISCLOSURE

Except as otherwise provided by applicable law or this Policy, the City will treat the Information of persons covered by this Policy as confidential and will not disclose it, or permit it to be disclosed, to third parties without the express written consent of the person affected. The City will develop and maintain reasonable controls that are designed to protect the confidentiality and security of the Information of persons covered by this Policy.

The City may authorize the City's employee and or third party contractors to access and/or use the Information of persons who do business with the City or receive services from the City. In those instances, the City will require the City's employee and/or the third party contractors to agree to use such Information only in furtherance of City-related business and in accordance with the Policy.

If the City becomes aware of a breach, or has reasonable grounds to believe that a security breach has occurred, with respect to the Information of a person, the City will notify the affected person of such breach in accordance with applicable laws. The notice of breach will include the date(s) or estimated date(s) of the known or suspected breach, the nature of the Information that is the subject of the breach, and the proposed action to be taken or the responsive action taken by the City.

H. DATA RETENTION / INFORMATION RETENTION

The City will store and secure all Information for a period of time as may be required by law, or if no period is established by law, for seven (7) years, and thereafter such information will be scheduled for destruction.

I.   SOFTWARE AS A SERVICE (SAAS) OVERSIGHT

The City may engage third party contractors and vendors to provide software application and database services, commonly known as Software-as-a-Service (SaaS).

In order to assure the privacy and security of the Information of those who do business with the City and those who received services from the City, as a condition of selling goods and/or services to the City, the SaaS services provider and its subcontractors, if any, including any IT infrastructure services provider, shall design, install, provide, and maintain a secure IT environment, while it performs such services and/or furnishes goods to the City, to the extent any scope of work or services implicates the confidentiality and privacy of the Information.

These requirements include information security directives pertaining to: (a) the IT infrastructure, by which the services are provided to the City, including connection to the City's IT systems; (b) the SaaS services provider's operations and maintenance processes needed to support the IT environment, including disaster recovery and business continuity planning; and (c) the IT infrastructure performance monitoring services to ensure a secure and reliable environment and service availability to the City. The term "IT infrastructure" refers to the integrated framework, including, without limitation, data centers, computers, and database management devices, upon which digital networks operate.

Prior to entering into an agreement to provide services to the City, the City's staff will require the SaaS services provider to complete and submit an Information Security and Privacy Questionnaire. In the event that the SaaS services provider reasonably determines that it cannot fulfill the information security requirements during the course of providing services, the City will require the SaaS services provider to promptly inform the ISM.

J.   FAIR AND ACCURATE CREDIT TRANSACTION ACT OF 2003

CPAU will require utility customers to provide their Information in order for the City to initiate and manage utility services to them.

Federal regulations, implementing the Fair and Accurate Credit Transactions Act of 2003 (Public Law 108-159), including the Red Flag Rules, require that CPAU, as a "covered financial institution or creditor" which provides services in advance of payment and which can affect consumer credit, develop and implement procedures for an identity theft program for new and existing accounts to detect, prevent, respond and mitigate potential identity theft of its customers' Information.
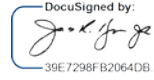
CPAU procedures for potential identity theft will be reviewed independently by the ISM annually or whenever significant changes to security implementation have occurred. The ISM will recommend changes to CPAU identity theft procedures, or as appropriate, so as to conform to this Policy.

There are California laws which are applicable to identity theft; they are set forth in California Civil Code § 1798.92.

NOTE: Questions regarding this policy should be referred to the Information Technology Department, as appropriate.

Recommended:

DocuSigned by:
Jonathan Reichental
7914D9897578424

Director Information Technology/CIO

12/5/2017

Date

Approved:

DocuSigned by:
39E7298FB2064DB

City Manager

12/13/2017

Date

# ATTACHMENT B
SYSTEM ARCHITECTURE OVERVIEW

ATTACHMENT B
SYSTEM ARCHITECTURE OVERVIEW

BACKGROUND

The 2017 assessment concluded that the City's GIS is currently operating as a hybrid governance model. Recommendations were made to continue using and formalizing the hybrid model with technology, data, and software being managed centrally and users being enabled in a distributed fashion. The GIS architecture has a significant impact on this recommendation and interrelates to the software deployment suggestions. For example, easy to use data browsers and mobile applications have been recommended that rely on a central GIS server and the use of the ArcGIS platform. GIS browser technology will allow non-GIS users to quickly access GIS data, create their own reports, and create their own maps. This allows the casual user to have quick and user-friendly access to GIS. This approach enhances and expands the GIS usage at the department level in which end users do a majority of their own GIS tasks while relying on a central group of GIS experts for assistance with high-level operations. Mobile GIS extends GIS capabilities into the field allowing for a multitude of functions including viewing maps, correcting attributes, and collecting new features.

The GIS Team in IT department provides services related to hardware, software, databases, networking and training for the enterprise-wide GIS. Other GIS functions are performed by staff within the various departments. It is City's desire to have a central GIS data repository that (i) enables department to manage and maintain their business data with ease, (ii) facilitates data/information sharing, (iii) prevent duplicate and redundant GIS subsystems and (iv) prevents the existence of disparate copies of data that inculcates lack of confidence in data accuracy and completeness.

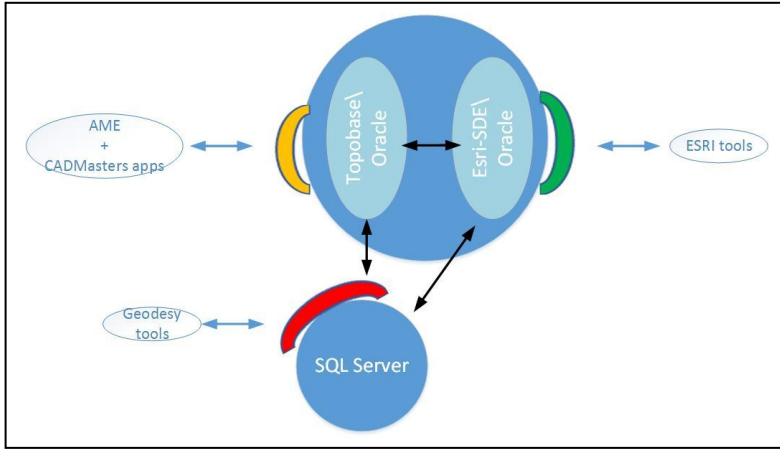**Current System Architecture**
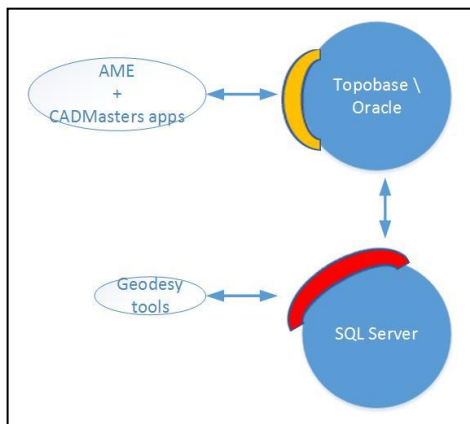
The City's current GIS primarily consists of Encompass and AutoCAD. Geodesy's Encompass system is the City's legacy GIS which was put in place 20+ years ago. Encompass runs on SQL Server 2012. Almost 10 years ago the Utility department implemented an AutoCAD system with the help of CADMasters, which uses Oracle Database 11g Enterprise Edition.

Utility department uses AutoCAD Topobase to enter asset information and then performs two-way synchronization with Encompass using custom programming. Data in Topobase is also pushed one-way to SQL Geometry format in SQL Server, also using custom programming, to provide data for an Esri-based NISC Outage Management System, which is not shown in the illustration.

Currently, there are many custom apps that have been written by Geodesy using its Encompass framework. There are also many custom apps that have been written by CADMasters, the Utility departments' AutoCAD consultant. These apps are listed in Attachment B-2 and B-3, and will be moved to the ArcGIS platform as warranted by the City
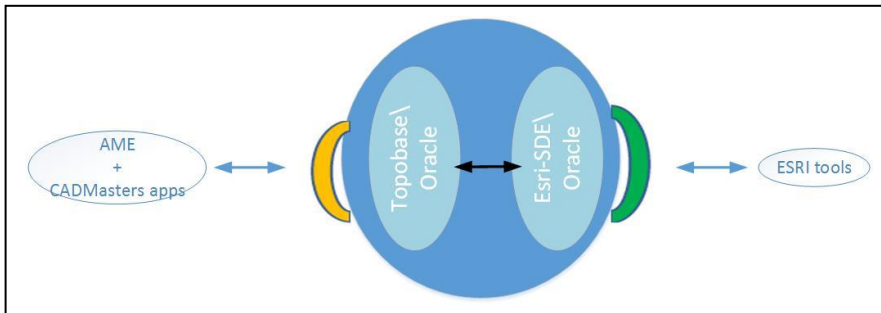
Interim System Architecture

As shown in the interim system architecture diagram till the ArcGIS platform is fully configured and legacy apps built by Geodesy have an ArcGIS equivalent solution the legacy GIS data store needs to be maintained and synced with.

For the near-term, the AutoCAD data store will be maintained till all the Utility departments are ready to fully embrace the ArcGIS platform and existing custom CAD based solutions and workflows are ported to the ArcGIS platform.

Proposed System Architecture

Once an ArcGIS platform is fully implemented as shown in the proposed system architecture diagram, data will be synchronized between CAD and Esri data stores using FME ETLs.

The City would like to deploy a client-server based GIS architecture that is centered on the geodatabase and ArcGIS Server. This is illustrated by the graphic included on the side where a centrally managed system houses all GIS data and applications. In turn, data and applications specific to the needs of each department will be made available to the end users through various applications and methods.

The existence and maintenance of a centrally-located enterprise geodatabase(s) is the cornerstone component in the City's new enterprise GIS program. The geodatabase will be accessed directly through multiple desktop GIS applications, as well as various Esri ArcGIS Services. The City would also like to adopt Esri Local Government Information Model (LGIM) as much as possible. The City's Utility department desires to adopt Esri's Utility Network Model as much as possible as well after a feasibility study is done and a transition plan is put in place.

Certificate Of Completion

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Subject: Please DocuSign: Geographic Information Services INC C20174611H - final.pdf		
Source Envelope:		
Document Pages: 42	Signatures: 2	Envelope Originator:
Certificate Pages: 2	Initials: 0	Terry Loo
AutoNav: Enabled		250 Hamilton Ave
EnvelopeId Stamping: Enabled		Palo Alto , CA 94301
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3/18/2020 11:33:53 AM	Terry.Loo@CityofPaloAlto.org	
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Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events	Signature	Timestamp
Daniel A. Levine Dan.levine@gisinc.com President Security Level: Email, Account Authentication (None)	DocuSigned by: *Daniel A. Levine* BA541DB74CAE4F8... Signature Adoption: Pre-selected Style Using IP Address: 12.151.101.194	Sent: 3/18/2020 11:37:33 AM Viewed: 3/18/2020 12:16:04 PM Signed: 3/18/2020 12:17:24 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jay Sivarajah Jay.Sivarajah@CityofPaloAlto.org Security Level: Email, Account Authentication (None)	**COPIED**	Sent: 3/18/2020 12:59:02 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Sherrie Wong sherrie.wong@cityofpaloalto.org Sr. Management Analyst City of Palo Alto Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**COPIED**	Sent: 3/18/2020 12:59:03 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	3/18/2020 12:59:03 PM
Signing Complete	Security Checked	3/18/2020 12:59:03 PM
Completed	Security Checked	3/18/2020 12:59:03 PM

Payment Events	Status	Timestamps