

SERVICE PROVIDER AGREEMENT

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this 19th day of September, 2016, by and between CITY OF ALAMEDA, a municipal corporation (the "City"), and NexLevel Information Technology, Inc., (a California corporation), whose address is 6829 Fair Oaks Blvd, Ste. 100, Carmichael, CA 95608, (the "Provider"), in reference to the following:

RECITALS:

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Consulting services to assist the City of Alameda in the preparation and development of an Information Technology Strategic Plan. City staff issued a RFP/RFQ on June 22, 2016 and after a submittal period of 28 days received eight of timely submitted proposals. Staff reviewed the proposals, interviewed qualified firms and selected the service provider that best meets the City's needs
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for consulting services, upon the terms and conditions herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM:

The term of this Agreement shall commence on the 19th day of September 2016, and shall terminate on the 18th day of February 2017, unless terminated earlier as set forth herein.

SERVICES TO BE PERFORMED:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

2. COMPENSATION TO PROVIDER:

- a. By the 7th day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit B and incorporated herein by this reference.
- b. The total compensation for the work under this Agreement is not to exceed \$74,750.

3. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

4. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

5. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the benefits provided by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

6. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

7. **NON-DISCRIMINATION:**

Consistent with City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider agrees that harassment or discrimination directed toward a job applicant, a City employee, or a citizen by Provider or Provider's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, or sexual orientation will not be tolerated. Provider agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

8. **HOLD HARMLESS:**

a. Provider shall indemnify, defend, and hold harmless the City, its City Council, boards, commissions, officials, employees, and volunteers ("**Indemnitees**") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("**Claims**"), arising from or in any manner connected to Provider's negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege

negligence on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Provider. However, Provider shall not be obligated to indemnify Indemnitees from Claims arising from the sole negligence or willful misconduct of Indemnitees.

b. **Indemnification for Claims for Professional Liability Only:** As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited to the extent to which its professional liability insurance policy will provide such defense costs.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

9. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with subsections 10A, B, C and D. Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide ten (10) days' advance written notice to the City of Alameda. Attention: Risk Manager."

b. It is agreed that Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to City and licensed to do insurance business in the State of California. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

A. **COVERAGE:**

Provider shall maintain the following insurance coverage:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence
	\$2,000,000 aggregate - all other

Property Damage:	\$1,000,000 each occurrence
	\$2,000,000 aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$2,000,000 will be considered equivalent to the required minimum limits shown above.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury:	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

or

Combined Single Limit:	\$2,000,000 each occurrence
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(4) Professional Liability:

Professional liability insurance which includes coverage for the professional acts, errors and omissions of Provider in the following minimum limits:

\$1,000,000 each occurrence

B. SUBROGATION WAIVER:

Provider agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Provider shall look solely to its insurance for recovery. Provider hereby grants to City, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Provider or City with respect to the services of Provider herein, a waiver of any right to subrogation which any such insurer of said Provider may acquire against City by virtue of the payment of any loss under such insurance.

C. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, City shall be permitted to obtain such insurance in the Provider's name or as an agent of the Provider and shall be compensated by the Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

D. ADDITIONAL INSURED:

City, its City Council, boards, commissions, officials, employees, and volunteers shall be named as an additional insured under all insurance coverages, except worker's compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

E. SUFFICIENCY OF INSURANCE:

The insurance limits required by City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider.

10. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

11. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager may consent or reject such request in his/her sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Provider, or of the interest of any general partner or joint venturer or syndicate member or cotenant, if Provider is a partnership or joint venture or syndicate or cotenancy, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of the corporation.

12. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumes are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in his/her sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by the Provider. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement.

c. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information which the Provider then analyzes and incorporates into its work product.

13. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

14. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

15. RECORDS:

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "**Records**").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts thereof as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

16. NOTICES:

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.

d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

City of Alameda
IT
950 West Mall Square
Alameda, CA 94501
ATTENTION: Carolyn Hogg
Ph: (510) 747-7495 / Fax: (510) 522-0832

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

NexLevel Information Technology
Managing Principal
6829 Fair Oaks Blvd Ste 100
Carmichael, CA 95608

ATTENTION: Managing Principal
Ph: (916) 692-2000 ext 201

SAFETY:

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

17. TERMINATION:

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

18. ATTORNEY'S FEES:

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

19. COMPLIANCE WITH ALL APPLICABLE LAWS:

During the Term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by the Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by City.

20. CONFLICT OF LAW:

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

21. WAIVER:

A waiver by City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

22. INTEGRATED CONTRACT:

The Recitals and Exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both City and Provider.

23. CAPTIONS:

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

24. NONDISCRIMINATION – FEDERAL REQUIREMENTS:

a. Provider certifies and agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, or condition or physical or mental handicap (as defined in 41 C.F.R. Section 60-741, et. seq.), in accordance with requirement of state or federal law. Provider shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap in accordance with requirements of state and federal law. Such shall include, but not be limited to, the following:

A. Employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

B. Selection for training, including interns and apprentices.

(i) Provider agrees to post in conspicuous places in each of Provider's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(ii) Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirements of state and federal law.

(iii) Provider shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Provider's commitments under this paragraph.

(iv) Provider certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, in accordance with requirement of state and federal law.

(v) In accordance with applicable state and federal law, Provider shall allow duly authorized county, state and federal representatives access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provisions of this paragraph. Provider shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this paragraph.

b. If the City finds that any of the provisions of this paragraph have been violated, the same shall constitute a material breach of Agreement upon which City may determine to cancel, terminate, or suspend this Agreement. City reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Provider has violated state and federal anti-discrimination laws shall constitute a finding by City that Provider has violated the anti-discrimination provisions of Agreement.

c. The parties agree that in the event Provider violates any of the anti-discrimination provisions of this paragraph, City shall be entitled, at its option, to the sum of \$500.00 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Agreement.

d. Provider hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), all requirements imposed by the applicable regulations (45 C.F.R.), and all guidelines and interpretations issued pursuant thereto, to the end that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Provider receiving Federal Financial Assistance. In addition, Provider shall comply with the Uniform Federal Accessibility Standards, and Provider, Engineer, or Architect responsible for any design, construction or alteration shall certify compliance with those Standards.

e. Provider's attention is directed to laws, including but not limited to:

A. CIVIL RIGHTS/EQUAL OPPORTUNITY

(i) Civil Rights Act of 1964. Under Title VII of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, religion, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(ii) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

(iii) Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

B. PROGRAM ACCESSIBILITY FOR INDIVIDUALS WITH DISABILITIES

This Agreement is subject to laws and regulations concerning the rights of otherwise qualified individuals with handicaps for equal participation in, and benefit from federally assisted programs and activities, including but not limited to:

(i) Americans with Disabilities Act of 1990 (ADA) (28 C.F.R. 35). Title II, Subpart A of the Americans with Disabilities Act of 1990 applies to all publicly funded activities and programs. Provider shall also comply with the public accommodations requirements of Title III of the ADA, as applicable.

(ii) Nondiscrimination on the Basis of Handicap (24 CFR 8). These regulations, which implement Section 504 of the Rehabilitation Act of 1973, as amended, and as


cited in Section 109 of the Housing and Community Development Act, apply to all federally assisted activities and programs and are implemented through the regulations at 24 C.F.R. 8.

(iii) Architectural Barrier Act of 1968. Any building or facility, excluding privately owned residential structures, designed, constructed, or altered with federal funds, shall comply with the Uniform Federal Accessibility Standards, 1984 (41 C.F.R. 3) and the Handicapped Accessibility Requirements of the State of California Title 24. The Consultant, Engineer or Architect responsible for such design, construction or alteration shall certify compliance with the above standards.


(iv) In resolving any conflict between the accessibility standards cited in paragraphs (i), (ii) and (iii) above, the more stringent standard shall apply.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

COMPANY
NexLevel, (A California Corporation)

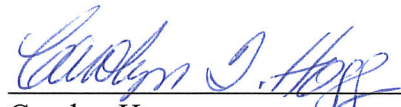

Terry Hackelman
Managing Partner

CITY OF ALAMEDA
A Municipal Corporation


Jill Keimach
City Manager

NAME
TITLE

RECOMMENDED FOR APPROVAL


Carolyn Hogg
IT Department

APPROVED AS TO FORM:
City Attorney

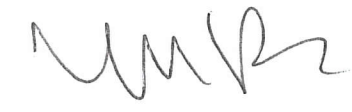

Farimah Brown
Sr. Assistant City Attorney

Exhibit A **Services to be Performed**

NexLevel will support the City's required services our IT Strategic Planning Methodology. Figure 1 presents this methodology. Following Figure 1, we describe each phase and task in detail.

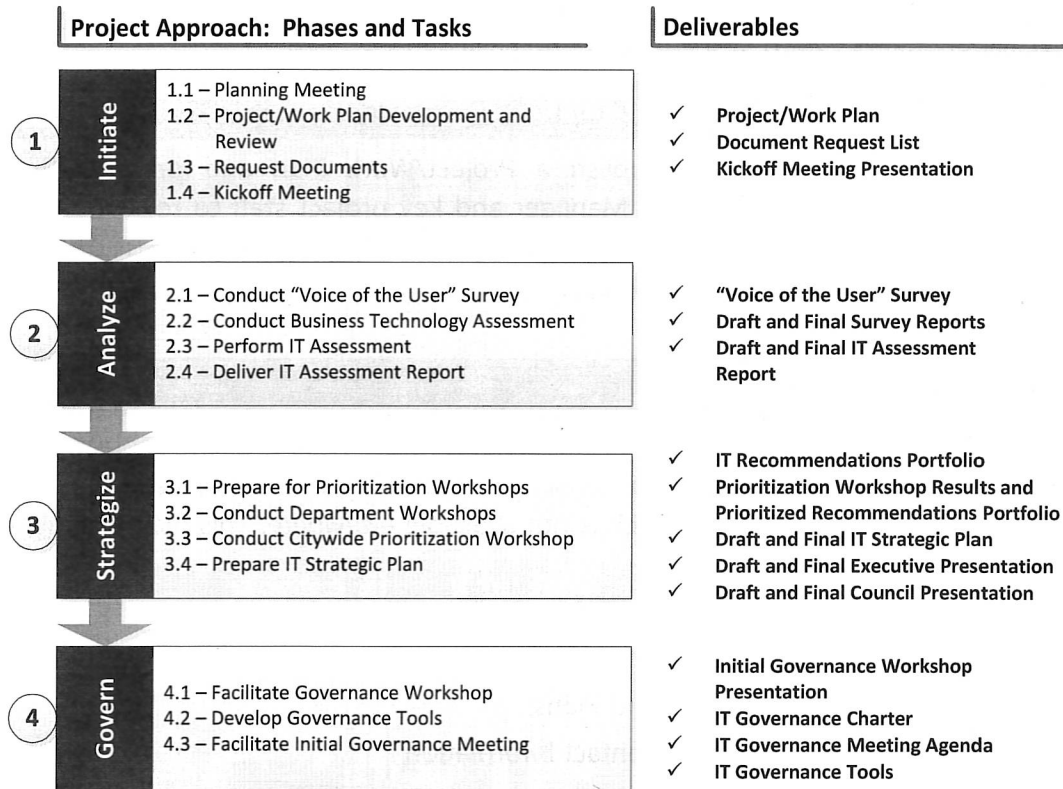


Figure 1 – Strategic Planning Methodology

Phase 1 - Initiate

NexLevel recognizes the importance of applying a formal project management framework to this project to ensure it meets stated objectives and is delivered on-time and on-budget. The purpose of the Initiate phase is to prepare a well-defined Project/Work Plan. This phase includes confirming our understanding, as well as the understanding of the stakeholders, regarding the scope of work and the process for accomplishing the overall project objectives.

Table 1 provides a detailed discussion of what each task will entail.

Table 1 - "Initiate" Phase Tasks and Deliverables

1.1 - Planning Meeting

Task Description: NexLevel will meet on-site with the City's Project Sponsor and other key staff to complete a detailed review of the scope of work, project timeline, deliverables, project status reporting methods, project participants (i.e. sponsor, subject matter experts, technical resources, etc.), and other items to ensure a well-planned project. During this meeting, NexLevel will discuss the tools and templates that will be leveraged.

1.2 - Project/Work Plan Development and Review

Task Description: NexLevel will publish a Project/Work Plan and present the draft Project/Work Plan to the City's Project Manager and key project staff to review and obtain feedback on the draft plan. The goal of this meeting will be to obtain consensus on the Work Plan and a commitment to support the Project/Work Plan.

Deliverables: Project/Work Plan.

1.3 - Request Documents

Task Description: To support the activities associated with Phase 2 of the project, NexLevel will first review all applicable information available on the City's web site. NexLevel will then request and review documentation which is not available elsewhere. This may include, but is not limited to, the following:

- ◆ Current City Goals
- ◆ Current City Strategic Business Plan, Budget, and CIP
- ◆ Previous Related Assessments and Plans
- ◆ City Organizational Chart and Contact Information
- ◆ Technology Budgets and Capital Plans
- ◆ Technology Governance Agendas and Minutes
- ◆ In Process or Planned Technology Project Documentation
- ◆ Alameda Municipal Power perimeter security assessment
- ◆ IT Inventory (e.g. desktop/laptop/tablet, applications, peripherals, servers, storage, backup devices, applications, etc.)
- ◆ IT Policies and Procedures
- ◆ IT Disaster Recovery Plan
- ◆ Network Architecture Documentation
- ◆ IT Service Level Agreements
- ◆ IT Performance Statistics or Activity Reports
- ◆ Technology Vendor Listing and Agreements

Deliverable: Document Request

1.4 Kickoff Meeting

Task Description: Since the project will have a City-wide impact, it is important to proactively communicate with all impacted staff to ensure a clear understanding of project goals and objectives, roles and responsibilities, approach, tasks, and timeline. The Kickoff Meeting also provides the opportunity to introduce the NexLevel team to City staff, and should involve senior level management and project sponsors. It is important that all City staff that will be involved in the project, regardless of their role, participate in the project Kickoff Meeting.

Deliverable: Kickoff Meeting Presentation

Phase 2 - Analyze

In completing the ITSP, it is necessary to first have a comprehensive and realistic understanding of how effectively the current IT environment meets the City's requirements, business objectives, and priorities. This provides the foundation to determine how the City will use technology as a key enabler in supporting its business. This "look ahead" must take into account that technology is evolving rapidly, and so are public expectations regarding information transparency and timely and easy access to City services.

In the Analyze phase, NexLevel will work closely with the City's technology stakeholders (i.e. departments) to define the future vision for the use of technology. NexLevel will develop an assessment of how well the City's IT services comply with best practices, and identify gaps between the level of service provided by the City's IT resources and user service level expectations. The assessment is developed based on information gathered through in-person interviews, site visits, an easy-to-use online survey, and a review of the City's technical documentation. In those areas where the assessment indicates that action is needed, NexLevel will provide a finding and one or more recommended actions specific to addressing any issues pertaining to IT service delivery.

Table 2 describes the tasks and deliverables specific to the Analyze phase.

Table 2 - "Analyze" Phase Tasks and Deliverables

2.1 – Conduct "Voice of the User" Survey

Task Description: NexLevel will conduct an online IT user survey to determine overall satisfaction in terms of IT service delivery and support. The survey provides a mechanism that provides all IT users input into future technology needs. Once the survey is concluded, NexLevel will prepare a Survey Results Report. The report will summarize the survey results, as well as provide a comparison to the average from other peer municipalities for which NexLevel has completed similar surveys. This will provide the City the ability to benchmark the survey results against similar agencies. In addition, for each survey question NexLevel will identify what a well-funded and high performing IT service delivery organization would strive to attain. The information gathered from the online survey will provide valuable input for the IT Assessment.

Deliverables: Online Survey; Draft and Final "Voice of the User" Survey Results Reports

2.2 – Conduct Business Technology Assessment

Task Description: NexLevel will facilitate a series of on-site workshops with City departments to identify the current technology environment within each organization, barriers to full utilization of technology, and planned uses and expansion of technology in the future. The workshops will be held for each department and attended by department managers and key staff as directed by the City. Based on a careful review of the City's budget document, including an examination of each City department, corresponding divisions, and personnel within those divisions, NexLevel estimates conducting approximately 15 workshops. During Phase 1 of the project, we will work with the City to determine a list of workshop participants.

As part of this task, NexLevel will create an Application Effectiveness Matrix (that will become part of the overall IT Assessment) that evaluates how key applications are used by the departments. As part of this task, we will also assess ADA compliance for online services and technologies for the public, including third-party services.

2.3 – Perform IT Assessment

Task Description: NexLevel's IT Assessment evaluates whether the City's IT infrastructure and support organization is prepared to support the future needs of the City by reviewing six key operational "assessment dimensions," as shown in Figure 4 and described briefly below.

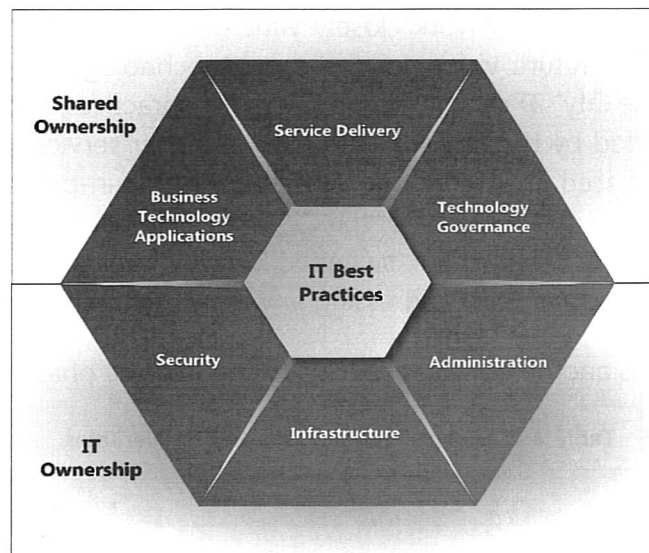


Figure 4 – IT Best Practice Assessment Dimensions

This review takes a comprehensive "best practices" view of essential IT delivery components, as a weakness in any one particular dimension can adversely influence the overall effectiveness of the organization.

The assessment of the City's compliance with best practices will consider:

- ◆ Governance – Evaluation of the current IT organization and assessment of its skills, staffing levels, and capability to maintain and support operation of current and future systems. This will include a review of IT project management practices, planning activities, technology replacement, and the use of oversight committees.

- ◆ Service Delivery – Evaluation of the daily operation of the IT environment including budget, service metrics, maintenance, help desk, configuration management, change management and capacity management.
- ◆ Business Technology Applications – Evaluation of the processes and methods to support business and operational applications.
- ◆ Security – Evaluation of the use of software monitoring tools, virus protection procedures, physical hardware security, network vulnerability, passwords, data backup/recovery processes, physical and data security, integrity planning, PCs, network, firewall, incident response, patch management, anti-virus protection and emergency operations.
- ◆ Infrastructure – Review of the network, servers, desktops, telephony, storage configurations, remote access, data storage, server management, and operational procedures.
- ◆ Administration – Examination of the technology documentation relative to processes, policies, and procedures, standards, file retention, operating manuals and training. This also includes review of technology procurement processes, contract management, vendor management, software license management, budget/charge back management and physical inventory processes.

2.4 – Deliver IT Assessment Report

Task Description: NexLevel’s team will consolidate all the information gathered during the assessment and develop the IT Assessment Report. The completed IT Assessment Report will include a summary of the user survey, a summary of the best practices assessment, a SWOT (strengths, weaknesses, opportunities, and threats) analysis, specific recommendations pertaining to IT service delivery that are realistic and actionable, and a proposed action plan for their implementation.. NexLevel will prepare a draft of the IT Assessment Report and conduct an on-site meeting to review it with the City. Once the City has had an opportunity to provide feedback on the draft Report, NexLevel will incorporate revisions as needed and deliver the final Report.

Deliverable: Draft and Final IT Assessment Report

Phase 3 – Strategize

NexLevel will work with the City to review and analyze the findings of previous phases in order to identify and prioritize any additional recommendations (outside of IT Service Delivery) that need to be included in the ITSP. NexLevel brings to the City proven methods and tools to ensure identified recommendations are well defined, understood by the stakeholders, and prioritized using agreed upon criteria. During this task, NexLevel will facilitate a Prioritization Workshop that uses a multi-step process to arrive at a City-wide prioritization of identified recommendations that will provide the basis for a roadmap in the ITSP.

Table 3 describes the tasks and deliverables specific to the Strategize phase.

Table 3 - "Strategize" Phase Tasks and Deliverables

3.1 – Prepare for Prioritization Workshops
<p>Task Description: NexLevel will utilize the results of the IT Assessment Report to identify recommendations that will improve the City's use of technology. The recommendations will be designed to serve the City's immediate and long-term technology needs. In addition, NexLevel will conduct research of benchmarks and comparisons to similar implementation approaches used by similar sized cities. This activity will provide an opportunity to apply "lessons learned" from other organizations to the ITSP. The output of this effort will be a list of recommendations, along with a description, cost estimates, implementation timeframes, and other criteria to prepare for recommendation prioritization.</p> <p>Deliverable: IT Recommendation Portfolio</p>
3.2 – Conduct Department Workshops
<p>Task Description: NexLevel will meet with each department to obtain and learn about individual departmental plans where possible. In cases where departments do not have published plans, NexLevel will meet with department managers to discuss their priorities related to technology opportunities and future plans for technological improvements.</p>
3.3 – Conduct Citywide Prioritization Workshop
<p>Task Description: NexLevel believes we have many unique and proven methods to develop a successful ITSP; however, this activity alone sets us apart from all our competitors. NexLevel encourages the City to call our references and inquire about our innovative "Blue Wall Prioritization Workshop" approach that drives City-wide consensus and acceptance of the ITSP. Our Blue Wall approach uses a multi-step prioritization methodology that encourages staff participation and collaboration. The workshop is designed to help drive consensus to obtain City-wide prioritization of recommendations. The end result of the workshop will be a prioritized list of recommendations assigned to a timeframe. In addition, the workshop is designed to identify ITSP enabling factors, which are defined as key elements that must be in place or occur to allow the plan to be a success. Examples of enabling factors could include training, staffing, budget, governance, project management, and change management.</p> <p>Deliverables: Prioritization Workshop Results and Prioritized IT Recommendation Portfolio</p>

3.4 – Prepare Information Technology Strategic Plan (ITSP)

Task Description: NexLevel will incorporate work products from previous tasks as the foundation for the development of the City's ITSP. NexLevel will use this information, as well as other information provided by staff and independent research, to create a draft of the ITSP and review it with the City.

NexLevel will revise and update the ITSP based on feedback from the City and conduct a final technical and quality review of the final ITSP before submission to the City's management team.

NexLevel will develop a Microsoft PowerPoint presentation that will describe how the ITSP was developed and its key components, as well as a Council Presentation if necessary.

Deliverable: Draft and Final ITSP, Draft and Final Executive Presentation, and Draft and Final Council Presentation

Phase 4 – Govern

IT Governance provides the structure for the City's technology decision making in order to achieve business and operational goals. IT Governance relationships and processes are used to guide the City's IT assets and resources (staff, hardware, software, and network). IT Governance allows the City's management to address issues such as alignment of IT with business objectives, mitigation of IT risks, and ensuring a return on investment for IT expenditures.

In Phase 4, Govern, NexLevel will work with the City to develop, implement, and train City staff on an IT Governance framework that is supported by all stakeholders. The IT Governance framework must unite the goals of the City with the available IT resources and budget. An effective IT Governance framework encourages City departments to take responsibility for the use of IT within their areas and not abdicate business functional design or project prioritization to the IT organization. Table 4 describes the tasks and deliverables specific to the Govern phase.

Table 4 - "Govern" Phase Tasks and Deliverables

4.1 – Facilitate Governance Workshop

Task Description: NexLevel will prepare for and facilitate an IT Governance workshop with City management to develop an IT Governance structure and supporting processes. More specifically, the workshop will address the following questions:

- ◆ What is IT Governance?
- ◆ Why IT Governance and what are the benefits?
- ◆ What is the potential scope of IT Governance?
- ◆ What is the best IT Governance model for the City?
- ◆ What are the roles and responsibilities of City staff?

The workshop will be designed to create an open discussion to encourage collaboration. The workshop will gather the appropriate input to develop an IT Governance Charter and Policy document.

Deliverable: IT Governance Workshop PowerPoint

4.2 – Develop Governance Tools

Task Description: Based on the results from the workshop, NexLevel will create a formal IT Governance Charter and, if necessary, policy statement. In addition, NexLevel will create a standardized agenda and other process documents, such as project tracking tools, required to support ongoing IT Governance.

Deliverable: IT Governance Charter

4.3 – Facilitate Initial Governance Meeting

Task Description: NexLevel will assist staff in planning and facilitating the initial City IT Governance meeting. The initial meeting will include ratifying the Charter and introducing the ongoing agenda and processes for maintaining an effective IT Governance structure.

Deliverable: IT Governance Agenda and Tools

Exhibit B
Fee Schedule

The following table presents NexLevel's hourly rates pertaining to each consultant.

Table – Hourly Rates by Consultant

Resource	Hourly Rate
Lee Curtis, Project Manager/Subject Matter Expert	\$175.00
Mike Stein, Managing Consultant/Subject Matter Expert	\$175.00
Wendell Yacur, Senior Consultant/Subject Matter Expert	\$150.00

The following table presents our level of effort by phase and total cost.

Table 7 – Level of Effort by Phase and Total Cost

Phase	Level of Effort (Hours)	Average Hourly Rate	Cost
Phase 1 - Initiate	16	\$175.00	\$2,800
Phase 2 - Analyze	240	\$172.08	\$41,300
Phase 3 - Strategize	140	\$171.43	\$24,000
Phase 4 - Govern	38	\$175.00	\$6,650
Total Not-to-Exceed Cost	434		\$74,750

NexLevel will invoice the City monthly in arrears. Each invoice will clearly identify the resources provided, level of effort by resource, and work performed for the prior month.

