SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 2021 ("**Effective Date**"), by and between the CITY OF ALAMEDA, a municipal corporation (the "**City**"), and AVINEON, INC., a Delaware Corporation, whose address is 8401 Greensboro Drive, Suite 510, McLean, Virginia 22102 (hereinafter the "**Provider**"), in reference to the following facts and circumstances:

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: develop a five year GIS Strategic Plan including an implementation plan. The Provider was selected on a sole source basis because they provided similar services to the County of Alameda (Exhibit A).

C.   Provider is specially trained, experienced and competent to perform the special services which will be required by this Agreement.

D.   City and Provider desire to enter into an agreement for the development of a five year GIS Strategic plan, upon the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

1.   **TERM:**

The term of this Agreement shall commence on the ____ day of _____ 2021, and shall terminate on the ___ day of _____ 2026 unless terminated earlier as set forth herein.

2.   **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.

3.   **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 A and incorporated herein by this reference.

b.   The total five-year compensation for this Agreement shall not exceed $78,500.

4. TIME IS OF THE ESSENCE:

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

5. 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.

6. 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.

7. 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.

8. NON-DISCRIMINATION:

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (ex. Cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate Union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. 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, reckless or intentional 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, recklessness or willful misconduct on behalf of the Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct 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 as provided in California Civil Code Section 2782.8.

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

10.   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.

      c.   Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, and volunteers as additional insured shall be submitted with the insurance certificates.

_____
Provider Initials

      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. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(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

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

(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

(5)   Cyber Liability:

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. 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 with the following minimum limits:

$2,000,000 per occurrence or claim; and $3,000,000 per aggregate.

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, and volunteers is required.

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 workers' 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.

11.   **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 require 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.

12.   **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 or his

or her designee 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.

13.   APPROVAL OF SUB-PROVIDERS:

a.   Only those persons and/or businesses whose names and resumés 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.

14.   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.

15.   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.

16. **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 therefrom 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.

17. **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
Information Technology Department
2263 Santa Clara Ave Room 320

Alameda, CA 94501
ATTENTION: IT Director
Ph: (510) 747-4715

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

Avineon, Inc.
8401 Greensboro Drive, Suite 510
McLean, Virginia 22102
ATTENTION: Sean Stegmaier, Controller
Ph: 703-671-1900, ext. 220

    f.   All updated insurance certificates from Provider to City shall be addressed to City at:

City of Alameda
Information Technology Department
2263 Santa Clara Ave Room 320
Alameda, CA 94501
ATTENTION: Jodi Owens / jowens@alamedaca.gov
Ph: (510) 747-4715

18.   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.

19. **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.

20. **ATTORNEYS' 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's office 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 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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

27. **SIGNATORY:**

By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.
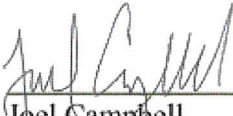
28. **CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.
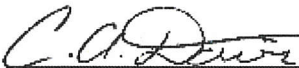
AVINEON, INC.
A Delaware corporation

CITY OF ALAMEDA
A Municipal corporation

_____
Joel Campbell
Vice President - Commercial Systems

_____
Eric J. Levitt
City Manager

_____
Chadwick A. Davis
Vice President/General Counsel

RECOMMENDED FOR APPROVAL

_____
Carolyn Hogg
Director of IT

APPROVED AS TO FORM:
City Attorney

┌─ DocuSigned by:
│ Alan M Cohen   5/20/2021
└─ 1548E053B24E49E...

Alan M. Cohen
Assistant City Attorney

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February 4, 2021

Ms. Carolyn Hogg
Chief Information Officer
City of Alameda
950 W Mall Square, Room 200
Alameda, California 94501

Re: City of Alameda Five-Year GIS Strategic Plan Project

Dear Ms. Hogg:

Avineon, Inc. (Avineon) is pleased to submit this proposal to the City of Alameda (City of Alameda or City) to assist in developing a five-year plan for an expanded and enhanced GIS program supporting citywide goals and to complete an initial ArcGIS Enterprise implementation. The plan will be crafted from a solid foundation of research and collaboration across the organization to prioritize and guide specific implementation and development activities. In the enclosed attachments, Avineon has outlined our understanding of the required scope of work and cost proposal for this initial and critically important phase of work.

Avineon was founded in 1992 and has over 29 years of experience providing innovative and high quality geospatial, digital modernization, and engineering support solutions to our customers in both public and private sectors. Avineon is appraised at Capability Maturity Model Integration (CMMI) Maturity Level 3 for development and services and is ISO 9001:2015 registered for quality management.

Thank you for the opportunity to submit this proposal to the City of Alameda. Avineon looks forward to supporting your organization. If you have any questions or require further information, please contact Mr. Mike Chenevey (mchenevey@avineon.com; 530-514-4599) or me at your earliest convenience.

If you agree with the terms of this proposal, please use the attached scope of work and cost proposal to prepare the City documents necessary to authorize Avineon to proceed. Avineon is ready to begin this engagement upon notice to proceed. A formal schedule for this scope of work will be established working with City staff and based on Avineon staff availability.

Sincerely,

Joel Campbell
Senior Vice President – Commercial Systems
Avineon, Inc.
jcampbell@avineon.com

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ATTACHMENT A – SCOPE OF WORK

A.1 Background

Avineon, Inc. (Avineon) understands that the City of Alameda (the City) desires to expand the use of geospatial data and GIS functionality and would like to leverage both internal and external resources to implement these objectives. The City has invested in an Esri Small Government Enterprise Agreement (SGEA) and would like to take full advantage of the agreement to utilize available tools and streamline geospatially-related processes to improve decision making through using current, reliable, and actionable data. Avineon has worked for many years with dozens of clients large and small to guide GIS program efforts to successful outcomes and implementation. Avineon proposes to apply our experience-driven proven collaborative process to help the City meet these goals.

Our process is structured to allow a comprehensive review of opportunities for GIS across the City and to focus on specific goals and directions. Narrowing the scope and prioritization of high-value activities will allow the City and participants to move forward with confidence will be captured in the *City of Alameda Five-Year GIS Plan*. This plan will serve as a guide to the expanded and coordinated use of GIS-based on a solid foundation of in-depth knowledge, planning, and stakeholder support.

Following the City's acceptance of the *GIS Strategic Plan*, Avineon will complete an initial deployment and configuration of ArcGIS Enterprise. This deployment will serve as the foundational software environment to take full advantage of the benefits available with the use of the Esri SGEA.

Based on discussions with the City and review of the existing background materials, Avineon proposes to accomplish this project via the tasks described in the following sections.

A.2 Project Management Team

Avineon proposes a project management team be instituted for this project to facilitate communication and coordination among all parties involved in the project. Centralized project management for all project deliverables will ensure City expectations are met as the project progresses and represent viewpoints regarding results. The team will act as the primary quality control conduit for the City. We suggest the project management team include :

City of Alameda	Avineon
Carolyn Hogg, CIO	Martin Roche, Director Services and Delivery
Demetrius Cagampan, IT Manager	Chad Collins, Project Manager/Senior Consultant
Kirk Franklin, IT/GIS Analyst	Avineon staff as needed

Additional project management team members can be added at the discretion of the City.

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A.3   Task 1 – GIS Plan Research

Avineon has found that a project of this nature requires definitive goals to ensure a successful outcome. Some sample goals for this project are presented below; these will be finalized with the project management team upon project startup and during the initial project team meeting.

- Leverage the knowledge gained from the recent *GIS Headstart* project as input for the five-year plan.
- Quantify and qualify the current state of GIS at the City of Alameda.
- Document who is currently using GIS within the City and how it is being used and resourced?
- Identify and document GIS technology that is currently in place in the City.
- Educate City departments and staff on GIS.
- Identify opportunities where City departments will add business value through the implementation of GIS, and where there could be collaboration on expanded GIS development and maintenance.
- Plan to effectively identify, migrate, integrate, enhance, refine, use, and maintain available data and any new data identified for GIS.
- Recommend an organizational structure to enable an effective GIS program implementation and governance.
- Provide technical recommendations and options to wisely develop and apply GIS technology and human resources to support and grow the system and data.
- Identify financial considerations and methods available to support common data development and maintenance.
- Recommend staging and specific actions to help guide the implementation of an enterprise GIS at the City of Alameda utilizing technology to provide better service internally and to residents.

Avineon's process for this task will meet the above basic goals. The process leverages effective methods developed during many previous and successful GIS assessment and planning projects. The resultant five-year GIS plan will provide clear directions and choices for the City to reach consensus and move forward towards efficient, cost-effective, and coordinated implementation and use of GIS technology.

Given these goals, the plan's tasks are dependent on high-quality information and the consistent collection of that information. It is paramount for the collaborative teams to be comprehensive and gather data to compare "apples to apples," ensuring that the analysis and results can be accurately derived. There will be several major sources for input into the planning process. They are:

- A kickoff meeting where the project is introduced, the process is explained, some GIS education is performed, and key discussion and input on general goals for the five-year GIS plan are gathered.

- Any previous planning, reports, supporting documents, and information regarding the existing GIS program, including any pertinent agreements with outside parties.
- Information on the existing computing systems, software, and applications.
- Catalog of the various source data and any GIS data and layers developed to date, along with in-depth information on their format and status.
- In-depth interviews and information gathering with key participants and stakeholders concerning mapping and GIS at the City of Alameda.

A.3.1 Kickoff Meeting

The project will start with a kickoff meeting attended by as many selected and interested City staff as possible. This meeting will be used to present and explain the project and the planning process that will be followed. Some examples and discussion about GIS in general and its usefulness and role in the workplace will also be presented. It is intended that the meeting will "set the stage," allowing for efficient gathering of pertinent information in the interviews without the need for a lot of redundant discussion about the project and general GIS concepts themselves. An overview of the already completed *GIS Headstart* project will be provided and it will be communicated that the project deliverables and information gathered will be leveraged for this project as well.

Key to the kickoff meeting will be a general discussion with the group to garner input on the goals for the project and where the different departments would like to end up in the long term. This online meeting is expected to last approximately one hour, in addition to more in-depth scheduled interviews and meetings. The venue determination, notification, and scheduling will be conducted by the City staff (the meeting may be conducted remotely via Teams or similar platform if necessary due to pandemic conditions). This meeting must be conducted before the interviews begin. Avineon personnel will perform and facilitate the meeting with assistance by City staff.

A.3.2 System and Source Data Research

Upon notice to proceed on the project, Avineon will begin working with City staff to confirm and collect the required information. Avineon will transmit a spreadsheet template to the City that has been developed using best practices learned from many past projects. IT staff and other GIS administration personnel can then populate the spreadsheet with details of the computing systems, licensing, applications, and more. Avineon assumes that secure VPN or similar remote access to City network servers and resources will be available and potentially instituted for more in-depth research as necessary.

As identified in the *GIS Headstart* project, Public Works maintains an older implementation of ArcGIS Server and SDE along with associated web-based applications. A review and documentation of the current state of this system and applications will be included in this research effort. This review will present Public Works and the City with an opportunity to consolidate or centralize GIS software and data under the umbrella of the City's IT supported

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enterprise GIS. This action will reduce costs for the City and ease system administration burdens.

Avineon will confirm, gather, and examine samples of existing, pertinent, and identified data sources for potential inclusion in the enterprise GIS. As communicated by the City, the following is a listing of some of the source data currently targeted. Although this source data may be largely represented in the *City of Alameda GIS Viewers Functional Specification* document produced as a result of the *GIS Headstart* project, this information must be confirmed and we may uncover other potential data, both spatial and tabular, from the kickoff meeting and interviews. As necessary, samples of these data may be requested or accessed. These data may include:

Citywide
- Parcels and Ownership
- Address Street Centerlines
- Address Points
- Building Footprints
- LiDAR and Orthophotography

Community Development
- Zoning
- Land Use
- Improvement Areas
- Restoration Sites
- Special Districts

Police
- Crime Analysis Data
- Premise Hazards
- Business Data

Public Works
- Utilities (Water, Sanitary, Stormwater, Electric, etc.)
- Infrastructure

AMP/EBMUD Data (via collaboration)
- Consumer Addresses
- Cross-Department Shared Data
- Easements/Rights of Way
- Utilities (Water, Sanitary, Electric, Fiber, etc.)

Recreation and Parks
- Parks
- Parks/Recreation Amenities
- Trails/Paths
- Tree Inventory

Planning, Building, and Transportation
- Transit
- Buildings
- Historic Buildings
- Code Enforcement
- Housing Authority

A.3.3 GIS Interviews

Building on the GIS interviews that were conducted as part of the *GIS Headstart* project, follow-up and additional GIS interviews will be conducted following the kickoff meeting when believed necessary by the Avineon lead consultant and the City's project director. These GIS interviews will be utilized to confirm and gather information and will target key individuals and departments within the City of Alameda and any other previously identified stakeholder organizations as necessary. A brief review of the information presented in the kickoff meeting will be discussed if needed. The intention is to maximize valuable one-on-one time commitments.

Avineon will work with City staff to formulate a series of questions and topics to address with the stakeholders, ensuring the consistency of our results. The inquiry will be accomplished by referencing the existing GIS materials and documentation while keeping in mind the desired results of the planning process. Contact with selected stakeholders will primarily be made through the kickoff meeting, interviews, and subsequent information gathering as needed, ensuring that the same items are addressed in all cases. Examples of pertinent questions (in general format) might be:

- How is your department currently using mapping and/or GIS?
- What mapping data is your department using and how is it maintained?
- What other data and business operations would you find more valuable if they were integrated with mapping data?
- How would your department like to utilize GIS in the future?
- How is are current GIS activities funded? Do GIS activities generate revenue for your department? Do you track a return on investment from your GIS activities?
- Where does your department get its data; external sources or is it developed in-house? What is the frequency and currency of the different dataset updates?
- What general software and hardware platforms is your department using now and what improvements, if any, are planned in the future?

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- What is the level of expertise of staff engaged in mapping or GIS within your department?

Avineon assumes that the scheduling of participants will be carried out by the City and arranged as efficiently as possible. Individual sessions are expected to last around one to two hours at most. Participants in the interviews should be logically grouped for efficiency and effectiveness. Follow up contact by Avineon to fill in information gaps identified in the interviews will be conducted as necessary.

The following is a draft listing of those organizations that might participate in the interview process, which will be finalized by the project team. Avineon has estimated a total of up to six interview sessions, with a maximum of two hours allotted for each session. These can be adjusted as deemed necessary, the project team will work to make any suitable arrangements and resource adjustments as warranted.

- Administration/City Manager
- Community Development
- Base Reuse
- Animal Services
- Finance
- Fire Department
- Information Technology
- Planning, Building, and Transportation
- Police Department/911
- Public Works
- Recreation and Parks
- Transportation
- Other Pertinent and Invited Organizations

Time in the sessions will be devoted to confirming and investigating the current situation and data sources, and brainstorming and prioritizing potential applications, methods of cooperation, and technical alternatives that might be discovered. Crossover in data or functionality needs will be targeted. Additional data sources may also surface at this time in the form of locally held databases that may be put into geographic context to assist on a more widespread basis.

A.4 Task 2 – GIS Plan Analysis and Production

Following the research phase of the project, Avineon will compile, analyze, and report on the content, goals, and nature of the discovered information relative to project goals and objectives. The primary focus of the consolidated analysis will be to address and answer the project goals as described in the first section of this proposal.

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As a result of the analysis efforts, Avineon will produce the *City of Alameda Five-Year GIS Plan-Draft* document outlining the findings and recommendations. Avineon proposes to characterize and deliver the GIS lan contents in a series of major sections. The major plan sections are listed below and are subject to change as appropriate.

Proposed City of Alameda GIS Plan Sections:

- *Project Overview* – Outlines the overall planning project and progress to date.
- *GIS Technical Opportunities* – Analysis and recommendations to leverage the City's Esri Small Government Enterprise Agreement (SGEA) and implement and deploy enterprise GIS at the City to maximize the use of GIS technology within the City of Alameda government and to interact externally with any participant organizations. The results of the analysis will present a commonality to the data, applications, hardware and software platforms, maintenance functions, and development efforts. We will highlight opportunities for consolidated, coordinated, and efficient utilization of GIS in these areas.
- *GIS Organizational Opportunities* – An important look at the existing organizational relationships among the key stakeholders at the City of Alameda and a presentation of alternatives to coordinate and share GIS data and applications more effectively from an *operational* standpoint. The focus will be on operations and the day-to-day reality of a group of linked departments and staff sharing and offering GIS data, applications, and services. To the extent possible human resource requirements and training will be addressed in this section of the document.
- *GIS Financial Opportunities* – Summarize how the various mapping related programs have been resourced to date, any existing fee structures, and opportunities that might present themselves towards developing a consistent, unified financial model to support citywide GIS operations. Efficiencies of adopting enterprise methods and collaboration will be included.
- *Next Steps to Implementation* – This final section will function as an action plan, compiling and presenting the set of recommendations described in the previous three sections into a logical sequence. This planning effort should familiarize the City with the features and capabilities of an overall ArcGIS Enterprise system and will provide a specification for the technical resources required to implement an ArcGIS Enterprise base deployment.

Avineon may make some assumptions initially regarding the implementation of any alternatives presented. This plan will include information and recommendations necessary to implement an ArcGIS Enterprise base deployment including Portal for ArcGIS. While this technology stack is frequently referred to simply as "Portal," it is important to understand that the Portal for ArcGIS software application provides only a small amount of the functionality that is typically associated with "Portal." The phrase "ArcGIS Enterprise base deployment" more accurately describes the application infrastructure required to provide the full suite of functionality typically associated

with "Portal." An ArcGIS Enterprise base deployment represents the installation and configuration of the following software applications within the ArcGIS Enterprise suite:

- ArcGIS Web Adaptor – Interfaces other ArcGIS Enterprise software components with the organization's standard web server infrastructure.
- Portal for ArcGIS – Provides content management and access control services.
- ArcGIS Server – Implements the GIS Server component providing the business logic processing associated with GIS services.
- ArcGIS Data Store – Provides a centralized and managed geodatabase for storage of hosted feature layers, tiles, and spatiotemporal big data stores.

This plan will also address areas associated with the implementation of an ArcGIS Enterprise base deployment ("Portal"):

- Base Deployment Architecture – N-tier design, system sizing, network integration, and storage recommendations.
- Application Delivery Design – DNS, gateway, reverse proxy, and TLS specifications.
- Application Level Security - Including Named User Identity Model/Types/Costs/Identity Store, etc.
- Use Case/Workload Migration – Define web mapping apps, enterprise use cases, future use cases, governance.

This planning effort will familiarize the City with the features and capabilities of an overall ArcGIS Enterprise system and will provide a specification for the technical resources required to implement an ArcGIS Enterprise base deployment. These action items will also be fit into a general timetable to allow specific efforts to begin as soon as possible. Finally, generalized cost estimates for the various efforts will be presented for planning and budgetary purposes, pending more detailed scopes of work for these implementation projects.

Upon completion of the initial plan development, Avineon will deliver the *City of Alameda Five-Year GIS Plan-Draft* to the City of Alameda Project Manager. Avineon is assuming a two-week initial review period by the City of Alameda. We then recommend that a teleconference be coordinated to include key stakeholders to present and review selected results of the plan, verify information and assumptions, and reach a consensus on key issues. This will also enhance "buy-in" to the finalized plan among stakeholders to assist in implementing the next steps. Avineon assumes that the City project manager will coordinate and participate in this meeting.

Avineon will then review the results of this meeting and make any pertinent changes to the GIS plan. Avineon assumes that there will be no major changes to the plan contents at this point. This revised plan will be submitted to the City for a final review. Two weeks are assumed for this final review of the document. Following receipt of comments on the final draft from the City, the document will be finalized. The *City of Alameda Five-Year GIS Plan-Final* document will then be delivered to the City of Alameda project manager. Following this delivery, no more changes will be made to the document within the scope of this effort.

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If deemed necessary, a meeting to present the final GIS plan could be arranged and negotiated with the City of Alameda project manager. Following the completion of this GIS plan process, the City of Alameda and participants will be prepared to move forward into efficient enterprise GIS implementation from a position of in-depth knowledge and demonstrated applicability.

A.5   Task 3 – ArcGIS Enterprise Implementation

Given that the technical resources specification, timetables, and cost estimates for the ArcGIS Enterprise base deployment are approved as presented in the City of Alameda 5-Year GIS Plan, Avineon will proceed with the following.

A.5.1   Installation and Configuration

The ArcGIS Enterprise install activity provides installation and configuration support for an ArcGIS Enterprise implementation consisting of ArcGIS Server, Portal for ArcGIS, Web Adaptor, and the ArcGIS Data Store on up to three customer provided physical, virtual, or cloud servers, based on the implementation and design plan developed in Task 2. These three servers will support testing, staging, and production environments and have an identical environment whenever possible. After installation is complete, we will configure ArcGIS Enterprise settings including supported user authentication systems, federate the ArcGIS Server site with Portal for ArcGIS, and designate it as the hosting server.

A.6   Task 4 – ArcGIS Content Migration and Conversion

Following the implementation, Avineon will begin migration of the critical data identified during the strategic planning process. The following steps to migrate content from the existing ArcGIS Server environment at Public Works to the new environment will be executed:

1. Assess existing content to determine what content can be migrated programmatically vs. content that requires manual migration or republishing.
2. Leverage the results from Task 2, which will assist in defining the order and scheduling of content migration steps.
3. Develop and test a Python script to clone content from the existing ArcGIS Server environment to the new ArcGIS Enterprise environment.
4. Execute Python clone script. Test and validate results.
5. Assist the City with manual migration items, as necessary.
6. Assist the City with ArcGIS Server service re-publishing, as necessary.

Costs for this task are based on a clone of existing content and do not include efforts for content optimization, content cleanup, or functional modifications to content.

A.6.1   Content Conversion

Avineon will coordinate with the City of Alameda to confirm that data identified in the Headstart project document, *City of Alameda GIS Viewers Functional Specification R2 Final*, as authoritative is being maintained at the City. Once confirmed, Avineoin will perform data conversion of this data into the ArcGIS Enterprise geodatabase.

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A.7 Task 5 – Post-Implementation Support

Once ArcGIS Enterprise has been installed configured, and the initial datasets have been migrated and converted into it, it will be critical for the City to be proactive and begin to take ownership of the implementation. To ensure these efforts produce successful results, Avineon recommends that a support vehicle be put in place to accommodate tasks such as:

- ArcGIS Enterprise administration
- Configuring and using your ArcGIS Organization (Portal)
- Knowledge transfer and training
- Creating, updating, configuring, and administering geodatabases
- Creating and working with services
- Sharing imagery and caching
- Disaster recovery
- Ad-hoc support

A.8 Project Timeframe

Avineon estimates a total project timeframe of three to five months from notice to proceed. The project schedule will be finalized during project initiation. Key factors in the project schedule will be the availability of critical City staff and the availability of Avineon consultants Every effort will be made to accelerate this schedule whenever possible to address critical needs or scheduling demands. This schedule may be adjusted based on City requirements or Avineon staff availability.

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ATTACHMENT B – COST PROPOSAL

The following table presents Avineon's firm-fixed pricing for the proposed project. All expenses are included in the figures for these tasks. Any changes to this proposal and the scope of work (including any unforeseen contingencies) will be made in writing and signed by both parties.

Task/Title	Price
Task 1: GIS Plan Research	$17,000.00
Task 2: GIS Plan Analysis and Production	$22,900.00
Task 3: ArcGIS Enterprise Implementation	$15,000.00
Task 4: ArcGIS Content Migration and Conversion	$8,600.00
Task 5: Post Implementation Support (optional; would provide *ad hoc* support through December 31, 2021)	$15,000.00
Total	$78,500.00

Assumptions

1. No travel to the City of Alameda is included in this proposal. Given the current Covid-19 situation it is expected that all of the required meetings, presentations, and interviews can be handled using web-enabled conferences and conference calls. If travel is required, the City will provide approval before traveling and will be billed to the City on a cost-plus G&A basis.

2. To leverage Avineon's experience and provide a lower cost to the City, our price assumes that we will re-use some existing Avineon materials in developing our reports and documentation for the City. Ownership of these "tools of the trade" will not be transferred to the City under *Clause 15* of the Service Provider Agreement but Avineon will grant the City a perpetual, irrevocable license to use such materials. New materials prepared for the City under this Agreement will transfer to the City as specified in *Clause 15* of the Service Provider Agreement.