



# AGENDA

## REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)

**Tuesday, May 2, 2023 5:30 p.m.**

**City Council Chambers, 225 Park Street, Lakeport, California 95453**

**See Teleconferencing Instructions Below**

**If you cannot attend in person, and would like to speak on an agenda item, you can access the **Zoom** meeting remotely:**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://zoom.us/j/97368201787?pwd=a2NvVnN6MEFjQ2Exc2pTZkpIdU1sQT09>

Passcode: 477973

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 669 900 9128 or +1 346 248 7799 or +1 253 215 8782 or +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 973 6820 1787

Passcode: 477973

International numbers available: <https://zoom.us/j/97368201787>

The City wants you to know that you can also submit your comments by email to [virtualhost@cityoflakeport.com](mailto:virtualhost@cityoflakeport.com).

To give the City Clerk adequate time to print out your comments for consideration at the meeting, please submit your written comments prior to **3:30 p.m. on Tuesday, May 2, 2023.**

Please indicate in the email Subject Line "FOR PUBLIC COMMENT" and list the item number you wish to comment on.

Comments that you want read to the Council will be subject to the three minute time limitation (approximately 350 words).

Written comments that are only to be provided to Council and not read at the meeting will be distributed to the Council prior to the meeting.

The City of Lakeport thanks you in advance for taking all precautions to prevent spreading the COVID-19 virus.



## AGENDA

### REGULAR MEETING OF THE LAKEPORT CITY COUNCIL

(ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)\*

**Tuesday, May 2, 2023, 5:30 p.m.**

**City Council Chambers, 225 Park Street, Lakeport, California 95453**

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*The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.*

#### **CLOSED SESSION:**

**5:30 p.m.**

1. Conference with Legal Counsel; Anticipated Litigation (Gov. Code § 54956.9(d)(2) & (d)(3))

A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is significant exposure to litigation against the City.

Receipt of Claim pursuant to Tort Claims Act or other written communication threatening litigation (copy available for public inspection in Clerk's office). (Gov. Code § 54956.9(e)(3))

Name of Person or Entity Threatening Litigation: Jonathan Ohlen

#### **I. CALL TO ORDER & ROLL CALL:**

6:00 p.m.

#### **II. PLEDGE OF ALLEGIANCE:**

#### **III. ACCEPTANCE OF AGENDA/ URGENCY ITEMS:**

Move to accept agenda as posted or move to add or delete items.

*To add item, Council is required to make a majority decision that an urgency exists (as defined in the Brown Act) and a 2/3rds determination that the need to take action arose subsequent to the agenda being posted.*

#### **IV. CONSENT AGENDA:**

*The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*

##### **A. Ordinances:**

Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.

##### **B. Minutes:**

Approve minutes of the City Council regular meeting of April 18, 2023.

##### **C. Application 2023-013:**

Approve application 2023-013, with staff recommendations, for the 2023 Walk for Life.

##### **D. Measure Z Advisory Committee (MZAC):**

Receive and file the draft minutes of the April 19, 2023, MZAC meeting.

##### **E. Illegal Fireworks Operations Plan:**

Receive and file the Illegal Fireworks Operations Plan.

#### **V. PUBLIC PRESENTATIONS/REQUESTS:**

##### **A. Public Input:**

*Any person may speak for 3 minutes about any subject within the authority of the City Council, provided that the subject is not already on tonight's agenda. Per Government Code §54954.3(a), the City Council cannot take action or express a consensus of approval or disapproval on any public comments regarding matters which do not appear on the printed agenda.*

- B. Proclamation: Present a proclamation designating May 1-7, 2023, as Youth Week in the City of Lakeport.
- C. Presentation: Receive a presentation and update on the Public, Educational and Governmental (PEG) Channel.
- D. Presentation: Receive a presentation on the upcoming Shakespeare at the Lake event.

**VI. COUNCIL BUSINESS:**

- A. City Manager
  - 1. Legislative Policy Update: Adopt the proposed resolution revising the City of Lakeport Legislative Policy to include reference to the League of California Cities 2023 state and federal advocacy priorities.
- B. Assistant City Manager
  - 1. Software Purchase: Authorize the City Manager to execute a services agreement with OpenGov for permitting, licensing and procurement software.
- C. Public Works Director
  - 1. Contract Amendment: Authorize the City Manager to execute amendment #1 to the professional services agreement (PSA) with WMH.

**VII. CITY COUNCIL COMMUNICATIONS:**

- A. Travel, Calendar, and  
Miscellaneous Reports, if any:

**XIII. ADJOURNMENT:**

Materials related to an item on this Agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office at 225 Park Street, Lakeport, California, during normal business hours. Such documents are also available on the City of Lakeport's website, [www.cityoflakeport.com](http://www.cityoflakeport.com), subject to staff's ability to post the documents before the meeting.

The City of Lakeport, in complying with the *Americans with Disabilities Act (ADA)*, requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office, (707) 263-5615, 72 hours prior to the scheduled meeting to ensure reasonable accommodations are provided.

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Hilary Britton, Deputy City Clerk



## MINUTES

### REGULAR MEETING OF THE LAKEPORT CITY COUNCIL (ALSO MEETS AS THE CITY OF LAKEPORT MUNICIPAL SEWER DISTRICT, THE LAKEPORT INDUSTRIAL DEVELOPMENT AUTHORITY, THE MUNICIPAL FINANCING AGENCY OF LAKEPORT and THE SUCCESSOR AGENCY TO THE FORMER LAKEPORT REDEVELOPMENT AGENCY)\*

**Tuesday, April 18, 2023, 6:00 p.m.**

**City Council Chambers, 225 Park Street, Lakeport, California 95453**

*\*All references to "City Council" include those other agencies which are listed above*

*The City Council may discuss and/or take action on any or all of the items listed on the agenda irrespective of how the agenda items are described. The council may establish and make appointments to a Council committee (made up of two Councilmembers) with respect to any item appearing on this agenda.*

- I. **CALL TO ORDER & ROLL CALL:** Mayor Mattina called the meeting to order at 6:03 p.m., with Council Members Costa, Disney, Froio, Parlet, and Mayor Mattina present.
- II. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was led by Jake Soderquist.
- III. **ACCEPTANCE OF AGENDA/ URGENCY ITEMS:** Mayor Mattina asked to push item V5B back until all football players have arrived and move up the Safe and Sane Fireworks item. A motion was made by Council Member Parlet, seconded by Council Member Costa, and unanimously carried by voice vote 5-0-0-0 to accept agenda as amended.
- IV. **CONSENT AGENDA:**

*The following Consent Agenda items are expected to be routine and noncontroversial. They will be acted upon by the Council at one time without any discussion. Any Council Member may request that any item be removed from the Consent Agenda for discussion under the regular Agenda. Removed items will be considered following the Consent Calendar portion of this agenda.*

  - A. Ordinances: Waive reading except by title, of any ordinances under consideration at this meeting for either introduction or passage per *Government Code* Section 36934.
  - B. Minutes: Approve minutes of the City Council regular meeting of April 4, 2023.
  - C. Application 2023-010: Approve application 2023-010, with staff recommendations, for the 2023 Memorial Day Parade.
  - D. Application 2023-011: Approve application 2023-011, with staff recommendations, for the Nor-Cal Air Cooled VW Car Show to be held on Park Street.
  - E. Application 2023-012: Approve application 2023-012, with staff recommendations, for the 2023 Tuesday Farmers' Market in Library Park.

Vote on Consent Agenda: A motion was made by Council Member Parlet, seconded by Council Member Froio, and unanimously carried by voice vote 5-0-0-0 to approve the Consent Agenda, items A-E.
- V. **PUBLIC PRESENTATIONS/REQUESTS:**
  - A. Public Input:
 

Dana Bastian requested for changes at the North High Street and Clearlake Avenue to prevent an accident.

Nancy Ruzicka and Emma Hawk from All Childrens Thrive (ACT) gave an update on their group's activities, including recyclables drive for Earth Day to fundraise for the Life Skills class.
  - B. Presentation: Mayor Mattina and the City Council recognized the Clear Lake High School Varsity Football Team for their successful 2022 football season. The Cardinals won North Central League I and North Coast Section Division 7 championships and advanced to



the NorCal Championships, which is the first time a Lake County team has made it that far. They won a school-record 12 games along the way.

VI. **COUNCIL BUSINESS:**

A. City Manager

1. Safe & Sane Fireworks Options Discussion

City Manager Ingram gave a staff report, providing a review the history and options related to safe and sane fireworks sales within the City of Lakeport.

Nancy Ruzicka, All Childrens Thrive, spoke in favor of maintaining the sales of safe and sane fireworks.  
Mary Bensen, Lake County Realtors Scholarship Fund, stated that the fireworks sales are an important fund-raising tool and that a ban would only increase usage of illegal fireworks.  
George Spurr spoke in favor of the sales in honor of veterans.  
James, Lake County Channel Cats, supported the sale of the fireworks, a critical fund-raising tool for his group.  
Supervisor Michael Green, called for a ban on the sales of safe and sane fireworks due to the fire risk and the attraction of illegal fireworks.  
Heidi Johnson, Lake County Realtors Scholarship Fund, promoted the sales because of the American tradition.  
Rachel Parsh, Clearlake Boosters Club, spoke in favor of the sales of Safe and Sane fireworks as a fund-raising tool that supports the kids in the community.  
Dennis Revell, TNT Fireworks, spoke about the merits of the current fireworks ordinance and the need to stop the sale of illegal fireworks in California.  
Fire Chief Reitz commended the city on the use of the display area to control the lighting of fireworks and discouraging the use of illegal fireworks. LFPD will be ready to assist with whichever direction the city takes.  
Mayor Mattina read an email from Shyla Berry in favor of safe and sane fireworks.

City Council provided staff direction to research the possibility of imposing an additional regulatory fee upon the sale of fireworks for the purpose of providing additional enforcement and safety efforts.

2. Civic Engagement

Public Works Director Ladd gave a presentation on the City’s Road Management Program.  
  
Dave Norris commented about the condition of N. Forbes Street.  
George Spurr provided additional information on N. Forbes Street.

B. Administrative Services Director

1. Recruitment & Hiring Requests:

The staff report was presented by Administrative Services Director Buendia.  
  
A motion was made by Council Member Froio, seconded by Council Member Disney, and unanimously carried by voice vote 5-0-0-0 to direct staff to open a recruitment for an Electrical Mechanical Technician (EMT).

VII. **CITY COUNCIL COMMUNICATIONS:**

A. Travel, Calendar, and Miscellaneous Reports, if any:

City Attorney Ruderman advised the Council that the City had opted-in to the Tiba Allergen, etc. settlement.  
  
City Manager Ingram reminded the Council of the Employee Appreciation Barbeque. He also reported that he and Mayor Mattina attended the joint meeting of CalCities

and the California Statewide Association of Counties (CSAC). The special session was held to discuss the issues associated with homelessness.

Police Chief Rasmussen advised the Police Department would be hosting their semi-annual Prescription Drug Take Back Day on Saturday.

Utilities Director Harris had no report.

Public Works Director Ladd reported that the Public Works staff received the fire training required for deploying the water tender for mutual aid for the fire districts in the County.

Administrative Services Director Buendia reminded the Council of the Employee Appreciation Barbeque on Friday.

Assistant City Manager Walker had no report.

Council Member Disney expressed his appreciation of Chief Rasmussen and Chief Reitz for spending the time to discuss the fireworks issues with him.

Council Member Froio advised that we are close to having the City Council meetings broadcast on Channel 8 on Mediacom. He reported that the Lakeport Main Street Association (LMSA) added 2 new Board Members. He also introduced his son who was in the audience.

Council Member Parlet reported on the Lake Transit Authority (LTA) and commented on the relative costs of subsidizing some of the less popular routes.

Council Member Costa reported that she attended the Risk Reduction Authority board meeting this week, where they discussed concerns about the upcoming fire season. They also discussed a Community Drinking Water Program for those who draw their drinking water straight from the Lake.

Council Member Costa attended the meeting of the Clean Water Committee. She also commended staff on painting the curbs in the Westside Park area to control parking.

Mayor Mattina attended the special joint session of CalCities and CSAC with City Manager Ingram. She also attended Congressman Thompson's Annual Pasta Feed.

**XIII. ADJOURNMENT:**

Mayor Mattina adjourned the meeting at 8:13 p.m.

Attest:

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Stacey Mattina, Mayor

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Kelly Buendia, City Clerk



225 Park Street  
Lakeport, CA 95453

## CITY OF LAKEPORT

Please Note:  
Bounce Houses and Waterslides are prohibited

Phone: (707) 263-5615, Ext. 102  
Fax: (707) 263-8584

### APPLICATION FOR USE OF PUBLIC AREAS

Please note: City Council meetings are held the **FIRST** and **THIRD TUESDAY** of the month. Application forms require City Council approval and must be completed and submitted to the City Clerk **at least one month** prior to the Council meeting at which they will be considered.

This section to be completed by City:

Application Received (Date): <b>04/21/2023</b>	Application No. <b>2023-013</b>
<input checked="" type="checkbox"/> \$15.00 Application Fee Paid	For Council Meeting of (Date): <b>05/02/2023</b>

This section to be completed by Applicant (please answer all questions with as much detail as possible):

Applicant Name: <b>Cathy Hoyt</b>		Organization Name: <b>Mendo Lake Women's Clinic</b>	
Address: <b>425 S. Orchard Ave Suite D, Ukiah 95482</b>		Address: <b>14595 Olympic Drive, Clearlake 95422</b>	
Home Phone:	Work Phone: <b>707-463-0220</b>	Mobile Phone: <b>707-391-4270</b>	
Email Address: <b>cathyh@thecenterukiah.com</b>		Website/Facebook Page:	
Other Contact:		Phone for Other Contact:	
Organization is: <input checked="" type="checkbox"/> Nonprofit Organization <input type="checkbox"/> For Profit Organization			

Name of Event: <b>Faith Forward - Walk for Life</b>			
Description of Event: <b>Fundraising Walk event</b>			
Specific Location of Event (Map Must be Attached): <b>Library Park, meeting near the Gazebo, walking perimeter</b>			
Does this use involve public right of way, streets, or sidewalk? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate specific location: <b>sidewalks surrounding park</b>			
If requesting closure of streets, sidewalk, etc., please describe notification procedure for affected businesses and/or residences: <b>No closure needed</b>			
Date(s) of Event: <b>July 29, 2023</b>	Total Number of Days: <b>1</b>	Set Up Time: <b>8:30am</b>	Time of Event: <b>-9am</b>
		Tear Down Time: <b>10:30am</b>	

Specify anticipated number of people (both participants and the public): **30**

Will any vendors be present? Yes ☐ No ☒ Will any food booths be present? Yes ☐ No ☒

<b>Requirements:</b> <input type="checkbox"/> Electricity (cannot be guaranteed by City) <input type="checkbox"/> Barricades <input type="checkbox"/> Street/Sidewalk Closures <input type="checkbox"/> No irrigation in park prior to event <input type="checkbox"/> Other (please specify):  Coordination of these requirements must be made through the Public Works Department: (707) 263-0751	<b>Specific City Staff Needs:</b> <input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks <input type="checkbox"/> Other (please specify):  The City reserves the right to bill applicant for related City costs.
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#### Insurance Information:

Specify Insurance Company: **Barnard Donegan**

Policy Number:

Expiration Date:

Limits of Coverage:

#### INSURANCE CERTIFICATE REQUIRED

Note: The insurance certificate provided to the City by your organization's insurance company must name the City of Lakeport as an additional insured for the event specified in this application and must include a copy of any endorsements. The minimum coverage amount required is \$2,000,000. The certificate and endorsements must also be in a form acceptable to risk management and available for review 15 working days prior to the scheduled event.

USE OF ALCOHOL: Is a permit for alcoholic beverages requested? ☐ Yes ☒ No

If you have checked yes, you must obtain a signed permit from the Lakeport Police Department and attach it to this application. This will allow for consumption of alcoholic beverages in connection with the event but will NOT allow for the SALE of alcoholic beverages. If alcoholic beverages are going to be sold or included with the price of any ticket or admission to the event, then the applicant is required to obtain a one-day license from the California Department of Alcoholic Beverage Control. This one-day permit would be required in addition to a permit by the Lakeport Police Department.

#### HOLD HARMLESS AGREEMENT

In consideration of allowing the event(s) specified in this application, and to the fullest extent permitted by law, I/we agree to indemnify and hold harmless the City of Lakeport and its agents and "employees" from and against any injury, damage, claims, actions or suits arising out of the herein described Event, including those caused by negligence of the parties being indemnified and/or any dangerous condition of property of the parties being indemnified, and further agrees to defend and indemnify the City of Lakeport from and against any injury, damage, claims, actions or suits arising out of or connected with the foregoing event(s).

#### COVID-19 WAIVER

I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself and others attending my event may be exposed to or infected by COVID-19. I agree to having all attendees follow CDC and Lake County Department of Public Health recommendations for enhanced health and safety measures related to COVID-19 and follow all posted instructions while using City facilities; including requirements for social distancing, wearing of face coverings, participant grouping, types of activities allowed, and potential limits on event size.

Cathy S. Hoyt  
Signature of Applicant  
Responsible Official of Applicant Organization

Dated: 4/17/23

#### STAFF RESPONSE

This section to be completed by City and Other Affected Agencies:

Staff Name:		Department:	
<input type="checkbox"/> No Fiscal Impact	<input type="checkbox"/> Fiscal Impact (Describe/Include Estimated Costs)	<input type="checkbox"/> Police <input type="checkbox"/> Public Works <input type="checkbox"/> Parks	<input type="checkbox"/> Other (please specify):
<b>The following will be Required:</b>			
<input type="checkbox"/> Business License <input type="checkbox"/> ABC License		<input type="checkbox"/> Health Department Permit <input type="checkbox"/> Other (Specify):	
Staff Comments:			

This section to be completed by City Clerk following Council meeting:

Considered at Council Meeting (Date):	<input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied <input type="checkbox"/> Application Approved With Conditions (See Below)
Conditions of Approval:	

☐ Attachments (specify):





Map Prepared by City of Lakeport  
Public Works Department  
abritton@cityoflakeport.com  
1.14.19

Projected coordinate system name: NAD 1983 State Plane California II FIPS 0402 Feet  
Geographic coordinate system name: GCS North American 1983

0 50 100 200 Feet







**COUNTY OF LAKE**  
Health Services Department  
Environmental Health Division  
922 Bevins Court  
Lakeport, California 95453-9739  
Telephone 707/263-1090  
FAX 707/263-4395

Jonathan Portney  
Health Services Director

Craig Wetherbee  
Environmental Health Director

## *Promoting an Optimal State of Wellness in Lake County*

### **Memorandum**

**DATE:** April 26, 2023  
**TO:** Hillary Britton, Deputy City Clerk/Records Supervisor  
**FROM:** Ashley Brown, Senior EHS  
**RE:** Application No. 2023-013 – 2023 Fundraising Walk Event  
**APN:** 025-413-01 (SR0005101)

Environmental Health Division is requiring:

1. Environmental Health Division will not require any additional requirements with the information that was given in application.
2. If the applicant decides later to have two food vendors, then they must apply and pay for a sponsor Temporary Event application two weeks before the event takes place. Please have the sponsor provide a list of all the food vendors (this includes beer and wine booths).
3. The food vendors must apply and pay for a vendor Temporary Event application one week before the event takes place.
4. If the sponsor is going to have a food booth too, then the sponsor needs to apply and pay for a vendor Temporary Event application one week before the event takes place.





**MINUTES**  
**MEASURE Z ADVISORY COMMITTEE**  
**REGULAR MEETING**  
**City Council Chamber, City Hall, 225 Park Street, Lakeport, CA**

**April 19, 2023**

**1. CALL TO ORDER**

Vice Chair Jordan opened the meeting at 5:30 p.m. with Committee Members Harper, King, and Sombs present and Rollins absent.

The following staff were present: Assistant City Manager Nick Walker, Police Chief Brad Rasmussen, Public Works Director Ladd and Administrative Services Director Kelly Buendia.

**2. APPROVAL OF MINUTES**

Committee member Harper made a motion; seconded by Committee member King and carried unanimously 4-0-1, Rollins absent, to approve the Minutes of the January 18, 2023 meeting.

**3. PUBLIC INPUT**

There was no input offered by the public.

**4. DISCUSSION/ACTION ITEMS**

**A. Annual Comprehensive Financial Report (ACFR) 2021-22**

The MZAC reviewed the City's ACFR for the fiscal year ended June 30, 2022, in accordance with section 3.29.180 of the Lakeport Municipal Code.

**B. 2022-23 Project Update**

The MZAC reviewed and received status update on the 2022-23 project report.

**C. 2023-24 Proposed**

Assistant City Manager Walker stated that 2023-24 projects are still in the evaluation and research process for the budget. Measure Z revenues and expenditures are also still being assessed. The City is aggressively pursuing grants and has several grant-funded projects slated for next year which will also impact how Measure Z funds are allocated. A special meeting was scheduled for Tuesday, May 23, 2023 at 5:30 p.m. to receive an updated project report.

**5. ADJOURN**

Vice Chair Jordan adjourned the meeting at 6:10 p.m. with a special meeting scheduled for Tuesday, May 23 at 5:30 p.m. and the next regular meeting scheduled for Wednesday, July 19, 2023.

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Kelly Buendia, City Clerk



# CITY OF LAKEPORT

City Council ☒  
City of Lakeport Municipal Sewer District ☐  
Lakeport Redevelopment Successor Agency ☐  
Lakeport Industrial Development Agency ☐  
Municipal Financing Agency of Lakeport ☐

## STAFF REPORT

**RE:** Illegal Fireworks-Police & Fire Operations Plan

**MEETING DATE:** 5/2/2023

**SUBMITTED BY:** Brad Rasmussen, Chief of Police

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to receive and file the Illegal Fireworks Operation Plan for the 30-day period surrounding the 4th of July (June 17 through July 16).

### BACKGROUND/DISCUSSION:

*Lakeport Municipal Code* Chapter 5.30 Fireworks, sub 5.30.220(a) requires that the Police Department present to the City Council an operation plan. Said operation plan shall include the following information:

- (i) Identification of areas within the City where illegal fireworks were a problem in the previous year;
- (ii) A detailed explanation of the deployment of fire and law enforcement personnel to deal with those troublesome areas as well as with the balance of the City;
- (iii) A report on the apparatus and personnel who will be on duty for the period of June 17 through July 16 of this year, and more particularly, on July 1 through 5, inclusive;
- (iv) Recommendations on and discussion of what, if any, dedicated illegal fireworks enforcement patrols there should be for that year and all other relevant information and statistics deemed necessary by the City Council.

Traditionally, there are significant increases in the number of visitors to our city during the July 4th holiday and the 30-day period surrounding it. As in past years the possession and use of illegal fireworks remained a significant problem in the city in 2022. With a fireworks show event and sales of safe and sane fireworks moving forward this July 4th, we expect an increase of people in the city. This July 4<sup>th</sup>, the Police Department will deploy all of our staff as well as mutual aid staff from other law enforcement agencies in Lake County. Additionally, the Lakeport Fire Protection District will be operationally ready to deploy additional staff as necessary. Efforts will be made for the police and fire departments to deploy an illegal fireworks enforcement team targeting those using illegal fireworks in the city. A public outreach campaign regarding the dangers of illegal fireworks will also begin in early June.

### OPTIONS:

Receive and file staff report including operation plan or request additional information from staff.

### FISCAL IMPACT:

☐ None ☒ \$4,000.00 in Police Overtime Budgeted Item? ☒ Yes ☐ No



Budget Adjustment Needed? ☐ Yes ☒ No If yes, amount of appropriation increase: \$

Affected fund(s): ☒ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: The fireworks sale surcharge paid to the City is sufficient to cover police overtime cost.

**SUGGESTED MOTIONS:**

Receive and file the Illegal Fireworks Police Operation Plan.

☒ **Attachments:** 1. Police & Fire Operation Plan for Illegal Fireworks

**POLICE/FIRE OPERATIONS PLAN FOR ILLEGAL FIREWORKS**

**EFFECTIVE  
JUNE 17 – July 16**

- 1. Identification of areas within the City where illegal fireworks were a problem in the previous year.**

The Police Department has identified the areas described as “The Parklands”, “Will-o-Point”, Willow Tree Plaza, Shoreline Shopping Center, Vista Point, 16<sup>th</sup> & Hartley Street, the new Lakefront Park site, Lakeport Unified School District campuses and the residential districts surrounding those areas as those areas most affected by illegal fireworks.

- 2. Detailed explanation of the deployment of law enforcement and fire personnel to deal with those troublesome areas as well with the balance of the City.**

The Police Department provides routine patrol to those areas which present the most problems on a daily basis when staffing levels permit and during the course of the patrol officer’s duties. Increased patrols with targeted enforcement will occur in specific areas when deemed necessary or as workload allows. The fire department will be operationally ready to increase staffing as needed.

- 3. A report on the apparatus and personnel who will be on duty for the period mentioned above and more particularly on the 1<sup>st</sup> through the 5<sup>th</sup> of July.**

The Police Department will provide uniformed patrol to those areas described above through June 17 and July 16 when staffing levels permit. As it relates to Independence Day, 7-4-2023, the Police Department will request mutual aid from local allied agencies and will run police operations from the command center at Lakeport City Hall. The Police Department will staff each shift: day, swing, graveyard and cover directly targeting the troublesome areas and seeking out illegal fireworks violators, while also being assigned to provide regular service to the remaining areas of the City, not deemed as troublesome.

- 4. Detailed explanation of the deployment of law enforcement and fire prevention personnel for dedicated illegal fireworks enforcement patrol and other relevant information.**

If staffing levels allow the Police Department will be staffing one uniformed patrol officer, utilizing an unmarked police vehicle, along with a fire prevention officer from the Lakeport Fire Protection District, to serve as a specialized team dedicated to the focused patrol targeting illegal fireworks within the City, between the hours of 7-4-2023

**ATTACHMENT 1**

at 1500 hours and 7-5-2023 0300 hours. A public outreach campaign regarding the dangers of illegal fireworks will also be used.

# Proclamation

## DESIGNATING MAY 1-7, 2023 AS YOUTH WEEK IN THE CITY OF LAKEPORT

**WHEREAS**, the Benevolent and Protective Order of Elks has designated May 1-7, as Youth Week to honor America's Junior Citizens for their accomplishments, and to give fitting recognition of their services to Community, State and Nation; and,

**WHEREAS**, Lakeport Elks Lodge #2704 will sponsor an observance during this week in tribute to the Junior Citizens of this Community; and,

**WHEREAS**, no event could be more deserving of our support and participation than one dedicated to these young people who represent the nation's greatest resource, and who in the years ahead will assume the responsibility for the advancement of our free society; and,

**WHEREAS**, our Youth need the guidance, inspiration and encouragement which we can give in cooperation with other local agencies and partners can give in order to help develop those qualities of character essential for future leadership; and go forth to serve their communities and America, and,

**WHEREAS**, to achieve this worthy objective we should demonstrate our partnership with Youth, our understanding of their hopes and aspirations and a sincere willingness to help prepare them in every way for the responsibilities and opportunities of citizenship; and

**WHEREAS** Lakeport Elks Lodge #2704 is giving \$11,000 in scholarships to 11 outstanding Seniors from our county's three public high schools this year; and

**WHEREAS**, The Elks Drug Awareness Program (DAP) has been recognized as the largest all-volunteer drug awareness program in the United States. Its primary goal is to ensure a bright future for our country, essential that our children be raised in a drug-free environment; and

**WHEREAS**, Lakeport Elks Lodge #2704 participates in the Lake County Sheriff's Athletic League (SALS), our local Organization dedicated to facilitating relationships between Law enforcement and local youth.

**NOW, THEREFORE, BE IT PROCLAIMED**, that the City Council of the City of Lakeport does hereby designate the week of May 1-7, 2023, as the

## Benevolent & Protective Order of the Elks Youth Week

in the City of Lakeport.

I have hereunto set my hand and caused the Seal of the City of Lakeport to be affixed this 2<sup>nd</sup> day of May, 2023.

---

STACEY MATTINA, Mayor

# Lake County PEG Board

## Annual Update



# PEG: Annual Update

- Board Members
  - Clearlake – David Claffey
  - Lakeport – Michael Froio
  - County of Lake – Bruno Sabatier
  - Vacant (Brock Falkenberg)
  - Vacant (Denise Loustalot)
- Station Manager
  - Thomas Dewalt
- Chief Editor
  - Adam Giordino



# PEG: Annual Update

- Budget 22-23
  - Operating Budget
    - Revenues
      - \$32,500
        - City of Clearlake
          - \$8,000
        - City of Lakeport
          - \$2,000
        - County of Lake
          - \$15,000



# PEG: Annual Update

- Budget 22-23
  - Operating Budget
    - Expenses
      - \$33,000
        - Station Manager
          - \$12,000
        - Editor
          - \$4,800
        - Facilities/Insurance
          - \$8000





# PEG: Annual Update

- Budget 22-23
  - Operating Budget
    - Expenses
      - \$33,000
        - Station Manager
          - \$12,000
        - Editor
          - \$4,800
        - Facilities/Insurance
          - \$8000



# PEG: Annual Update

- Budget 22-23
  - Capital Budget
    - Revenue
      - Pass Through
        - \$58,250
  - Expenses
    - Equipment
      - \$64,938



# PEG: Annual Update

- Current Activities
  - Support local events
    - Sound System
    - Videography
  - Support local MACs
    - Mobile A/V Unit
  - Create New Revenue
    - Videography Agreements
  - Create New Website
    - [lakepeg.tv](http://lakepeg.tv)



# PEG: Annual Update

- Future Activities
  - Fill in vacant seats
  - Work with schools
  - Increase operational budget
  - Increase memberships and viewers
  - Activate Lakeport PEG connection





# CITY OF LAKEPORT

City Council ☒  
City of Lakeport Municipal Sewer District ☐  
Lakeport Industrial Development Authority ☐  
Municipal Financing Agency of Lakeport ☐

## STAFF REPORT

**RE:** Revisions to the City of Lakeport Legislative Policy

**MEETING DATE:** 05/02/2023

**SUBMITTED BY:** Kevin M. Ingram, City Manager

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked consider revisions to the current City of Lakeport Legislative Policy to include the 2023 League of California Cities State and Federal Advocacy Priorities.

### BACKGROUND/DISCUSSION:

From time to time, the City receives a request from the League of California Cities (Cal Cities) and the Cal Cities' Redwood Empire Division asking the City to support and/or oppose a particular piece of legislation or proposal and send a letter signed by the Mayor to various legislators indicating the position that the City has taken. Many times, responses need to occur within a very short timeframe.

In 2014, the City Council adopted Resolution 2497 (2014) establishing a Legislative Policy that recognized the need for active legislative engagement at the local, state, and federal levels to protect and enhance the interests of Lakeport's residents and businesses.

The Legislative Policy established in 2014 sets out priority areas for the City's state and federal advocacy efforts. These priority areas are broken out into general categories and include:

- General Government
- Finance
- Employee Issues
- Public Safety
- Transportation and Public Works
- Environment
- Housing, and Land Use Planning
- Regional Growth Management
- Community/Recreational/Social Issues

For the most part these categories align with the League of California Cities advocacy efforts through its seven policy committees. Staff has reviewed the recommended policy statements provided in each category and find



them to continue to be relevant. Staff is recommending the inclusion of two new categories to better account for the specific 2023 League of California Cities state and federal advocacy priorities.

- League of California Cities Advocacy 2023 Priorities
- League of California Cities 2023 Federal Advocacy Priorities

The policy further recognized that legislative matters often require action between regularly scheduled City Council meetings and sets forth a process for such action to take place in a timely manner, as summarized below:

1. Review of legislative requests by the City Manager for consistency with the adopted City of Lakeport Legislative Policy.
2. If the legislative request is found to align with the Legislative Policy, the City response shall be supplied in the form of a Mayor's letter to the legislative body reviewing the bill/measure.
3. Mayor's letters shall state whether the City is requesting a "support," "support if amended," "oppose," or "oppose if amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter shall include examples of how a bill would specifically affect the City of Lakeport.
4. In addition to providing the letter to the respective state or federal legislative body, a courtesy copy of the Mayor's letter shall be provided the City Council.

Staff further recommends that this policy be reviewed annually to review the applicability of revised advocacy positions of the City's advocacy partners, including but not limited to the California League of Cities and League's Redwood Empire Division. This annual review should take place at the beginning of the legislative term to better assist the Mayor, Council Members, and staff to proactively and appropriately address legislation to promote City interests and preserve local legislative authority if and when necessary.

#### OPTIONS:

1. Adopt the revised Legislative Policy as presented; or
2. Revise Legislative Policy and direct staff to bring back at a future meeting for adoption; or
3. Choose to retain the existing Legislative Policy outlined in Resolution 2497 (2014); or
4. Take no action or provide alternative direction to staff.

#### FISCAL IMPACT:

☒ None      ☐ \$      Budgeted Item? ☐ Yes ☐ No

Budget Adjustment Needed? ☐ Yes ☐ No      If yes, amount of appropriation increase: \$

Affected fund(s): ☐ General Fund ☐ Water OM Fund ☐ Sewer OM Fund ☐ Other:

Comments: None

#### COUNCIL PRIORITIES:



☒ Priority #1: Public Safety & Crisis Response



☒ Priority #2: Disaster Resiliency



☒ Priority #3: Good Governance & Fiscal Stability



☒ Priority #4: Capital Infrastructure Improvement



☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☒ Priority #6: Economic Development

#### **SUGGESTED MOTIONS:**

Move to adopt the proposed resolution revising the City of Lakeport Legislative Policy to include reference to the League of California Cities 2023 state and federal advocacy priorities.



#### **Attachments:**

1. Revised City of Lakeport Legislative Policy Resolution
2. League of California Cities 2023 Advocacy Priorities
3. League of California Cities 2023 Federal Advocacy Priorities

**RESOLUTION NO. \_\_\_\_ (2023)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKEPORT  
REVISING AND ADOPTING A CITY OF LAKEPORT LEGISLATIVE POLICY**

**WHEREAS**, a Legislative Policy is a tool that the City Council and Staff can utilize to support the goals and objectives of the City; and

**WHEREAS**, development of a Legislative Policy provides the opportunity to identify issues and priorities that may be addressed through legislative advocacy; and

**WHEREAS**, the League of California Cities and the League's Redwood Empire Division conduct a legislative analysis and advocacy program on behalf of cities regional, state, and federal issues ; and

**WHEREAS**, the City desires to be proactive and involved in the governmental decision making processes directly affecting the City of Lakeport, the League of California Cities, the League's Redwood Empire Division; and

**WHEREAS**, adoption of a Legislative Policy enables the City Council and Staff to react quickly to most legislative issues as they arise; and

**WHEREAS**, the Legislative Policy can be provided to State and Federal representatives so they are made aware of the issues that are important to Lakeport;

**NOW, THEREFORE BE IT RESOLVED** by the City Council of the City of Lakeport that the previous Legislative Policy outlined Resolution No. 2497 (2014) is hereby rescinded and that the City Council of the City of Lakeport adopts the revised Legislative Policy set forth herein as Exhibit A.

**PASSED AND ADOPTED** this 2<sup>nd</sup> of May, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

STACEY MATTINA, Mayor

ATTEST:

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KELLY BUENDIA, City Clerk



# CITY OF LAKEPORT

## LEGISLATIVE POLICY

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### PURPOSE OF POLICY

As a full service community, the City of Lakeport recognizes the need for active legislative engagement at the local, state, and federal levels to protect and enhance the interests of Lakeport's residents and businesses. Accordingly, City officials maintain close relationships with Lakeport's state and federal representatives to advocate, influence, and monitor pertinent legislation.

The purpose of this Legislative Policy is to clearly outline the position of the City on priority issues and matters that impact the City's ability to operate effectively, while allowing the consideration of additional legislative and budget issues that arise during the legislative session. By doing this, the legislative approval process is streamlined by receiving clear direction at the beginning of the legislative session from the City Council on pertinent legislative issues.

In consultation with the City's state and federal advocacy firms, including the League of California Cities and the League's Redwood Empire Division, the priorities throughout the platform are intended to assist the Mayor, Council Members, and staff to proactively and appropriately address legislation to promote City interests and preserve local legislative authority if and when necessary.

### GENERAL GOVERNMENT

1. *Support* measures that recognize, strengthen and protect local control over the public rights-of-way including fair and reasonable compensation for use of the right-of-way.
2. *Support* state-local partnerships to fund regional transportation projects.
3. *Oppose* measures that create/grant powers to sub-regional or regional bodies which may result in infringement on clearly local concerns, unless there is an agreement to do so by all affected local entities.
4. *Oppose* any change that limits the authority of cities to grow through annexation.
5. *Oppose* additional burdensome amendments to the Brown Act.
6. *Support* legislation that requires State elected and appointed officials to be subject of the same disclosure and transparency laws that they require of local municipalities, schools, and special districts.
7. *Support* measures that create or maintain local governmental authority as it applies to the cable, video and telecommunications industry and franchising processes.

### FINANCE

#### A. State and Federal Mandates

1. *Support* legislation requiring the State and Federal Government to provide full cost reimbursement to cities for all mandated programs and for all programs resulting in revenue losses.

2. *Support* legislation that further protects local government revenue from being taken, confiscated, diverted or otherwise used to fund state government operations and responsibilities.
  3. *Support* efforts to reduce the fiscal impacts of Proposition 218 on cities.
  4. *Oppose* legislation that imposes federal mandated costs for which there is no guarantee of local reimbursement or offsetting benefits.
  5. *Oppose* any measure that mandates procedures that would make local government more dependent on the state for financial stability or reduces local discretion in the use of local government revenues.
- B. Long Term Financing of Local Agencies
1. *Support* legislation to stabilize local government financing, to increase funding to local agencies and to permit the most cost-efficient management of state-mandated programs.
  2. *Support* legislation which preserve and enhance the City's ability to generate revenues from all types of sales.
  3. *Support* legislation to protect and preserve local control over locally imposed taxes (such as transient occupancy tax and franchise fees).
  4. *Support* extending sales tax to E-Commerce as a means of fairness to "Main Street."
  5. *Oppose* legislation which shifts revenue from local government to the state for any purpose.

## EMPLOYEE ISSUES

- A. Workers' Compensation
1. *Support* legislation to reform workers' compensation formulas to rely on more evidence of work-related causation to determine compensability.
  2. *Support* legislation reforming the workers' compensation system to reduce employer cost through the reduction of system abuse.
  3. *Oppose* legislation to increase employee benefits without system reforms to offset increased employer costs.
  4. *Oppose* legislation providing presumptive eligibility for award of benefits for workers' compensation or other health benefits.
- B. Unemployment Compensation
1. *Oppose* legislation which would increase employer liability for unemployment compensation or which would reduce local discretion to manage this risk.
- C. Labor Relations
1. *Oppose* legislation impeding local administration of labor relations.
  2. *Oppose* legislation which would require, impose or expand compulsory binding arbitration for public employees.
  3. *Oppose* legislation which would increase the cost of administering benefits or mandate that a special group health and welfare benefit provided to all employees.

4. *Oppose* legislation which reduces the local control over public employee disputes and/or imposes regulations from an outside agency.
5. *Oppose* any measure that seeks to impose federal or state mandates on the collective bargaining process.

D. Personnel

1. *Support* reform to address cities' future liability for retiree medical insurance.
2. *Support* measures that would lessen the impact of CalPERS investment losses on employer rates.
3. *Oppose* measures that impose local government mandated employee benefits that are more properly negotiated at the bargaining table.
4. *Support* modifying legislation so that City employees are not penalized for work performed in addition to their local government service.

## PUBLIC SAFETY

1. *Support* legislation that would strengthen state graffiti law and provide increased authority and resources devoted to cities for abatement of graffiti and other acts of public vandalism.
2. *Support* legislation that would protect the public from crimes committed by use of the computer, internet or identity theft.
3. *Support* legislation that would provide funds for local law enforcement technology.
4. *Support* legislation that would provide funds for additional equipment, services, or personnel (COPS bill).
5. *Oppose* legislation which would weaken the authority of local law enforcement to control the issuance of concealed weapon permits.
6. *Support* legislation which would provide a greater share of seized assets to localities.
7. *Support* legislation that enhances consequences for those convicted of vandalism of public property and further tightens regulations on the sale and trade of stolen public property.
8. *Support* legislation that provides for additional funding sources dedicated to public safety programs, services, and personnel.
9. *Oppose* legislation that alters distribution of revenues from traffic and parking violations, resulting in lower revenue for local governments.
10. *Oppose* legislation that would impede local law enforcement from addressing crime problems and recovering costs resulting from a crime committed by the guilty party.
11. *Support* and promote programs that enhance the benefits of mutual aid agreements between local governments.
12. *Support* legislation that provides local law enforcement agencies authority to recover any costs associated with complying with any Federal, State or court-ordered licensing, registration and testing requirements.

13. *Support* legislation that provides funding for local emergency operations including equipment, services, and personnel.
14. *Support* legislation that would require transfer of information to local officials regarding threats to local safety as threats occur.
15. *Support* legislation that would provide funding for Homeland Security measures.

## TRANSPORTATION AND PUBLIC WORKS

### A. Traffic/Roads/Highways

1. *Support* legislation which provides equitable amounts of state and federal funding for roads and highways, and facilitates timely construction of local transportation projects.
2. *Support* efforts to increase the amount of transportation funds allocated to local jurisdictions for discretionary projects.

### B. Water/Wastewater

1. *Support* legislation that provides additional flexibility to increase and stabilize the water supply.
2. *Support* measures to increase the availability of alternative sources of water, including desalinization and water reuse.
3. *Support* legislation to provide funding for mitigation measures and projects to divert, filter, or treat runoff.
4. *Oppose* legislation that imposes more stringent requirements on wastewater discharge and storm drain runoff without providing funding.
5. *Oppose* measures that impose unreasonable or unfunded water testing and treatment requirements.
6. *Support* legislation to provide funding for flood control and habitat restoration on Clear Lake.

### C. Solid Waste and Recycling

1. *Support* legislation which sets reasonable and flexible recycling standards.
2. *Support* legislation encouraging active development of markets for recycled goods.
3. *Support* legislation which reduces local government's Superfund liability for solid waste.

## ENVIRONMENT

1. *Support* strategies that clearly demonstrate and provide for the most cost-effective means for meeting air-quality goals.
2. *Support* legislation which allocates state and/or federal funds for the compliance of federal and state air-quality standards.
3. *Support* legislation that provides funding for alternative fuel vehicles.

4. *Oppose* legislation that would weaken or substitute the CEQA requirements in favor of a weaker process, such as National Environmental Protection Act (NEPA).
5. *Oppose* measures that provide only minimal improvements in air and water quality while incurring excessive public and private costs associated with implementation.
6. *Support* legislation that provides increased funding opportunities for municipal environmental programs and sustainable energy projects.
7. *Support* legislation that provides fiscally responsible policy for renewable energy programs.
8. *Oppose* legislation that places undue hardship on local governments to implement new environmental regulations.
9. *Support* legislation that would make it easier for cities to fund and comply with new and increasingly stringent storm water quality permit requirements.

## **HOUSING, AND LAND USE PLANNING**

2. *Support* legislation that strengthens the concept of local control/local home rule for local decision making on land use and zoning matters.
3. *Support* a streamlined right-of-way acquisition process.
4. *Oppose* efforts by any regulatory commission from promulgating rules and regulations that infringe on local land use decisions and management of the public right-of-way.
5. *Oppose* additional affordable housing production mandates without necessary funding to support said housing mandate.
6. *Support* increases in state funding for enhancement and expansion of residential code enforcement and other programs that will preserve the quality of the existing housing stock.

## **REGIONAL GROWTH MANAGEMENT**

1. *Support* legislation that produces additional resources, including adequate funding, to local agencies to address regional growth issues.
2. *Encourage* federal and state financial support to provide adequate affordable housing for low-income individuals.
3. *Oppose* legislation that would impose state-mandated development standards or procedures that are contrary to the City of Lakeport General Plan or local land-use policy.

## **COMMUNITY/RECREATIONAL/ SOCIAL ISSUES**

1. *Support* federal and state funding opportunities for cultural arts programs, libraries, parks, recreation and human service, open space, and facility development/renewal.
2. *Support* measures that promote volunteerism.

3. *Support* federal and state funding opportunities that promote the ability to provide public access to technology at community facilities.

## **ECONOMIC DEVELOPMENT/TOURISM**

1. *Support* funding for clean up and maintenance of Clear Lake.
2. *Support* efforts to secure legislation that will preserve funding mechanisms to promote continued economic development, including initiatives to provide financing for infrastructure and affordable housing.
3. *Support* measures that sustain the City's continued efforts to retain and promote the success of local businesses.
4. *Support* measures that ensure any new/alternative approach that may replace redevelopment delivers positive benefits to Lakeport.
5. *Support* regional economic development policies that provide for planned economic growth in the City and neighboring communities.
6. *Oppose* legislation that is deemed by the City to be "anti-business" and/or "job killer."
7. *Oppose* regulations that impose unwarranted restrictions on local businesses.

## **COMMUNITY AND HUMAN SERVICES**

1. *Support* legislation that provides incentives or grant opportunities for community improvements.
2. *Support* legislation that provides funding for transportation services, including for senior citizens.
3. *Support* legislation that provides funding and resources for local governments to implement Healthy Cities programs and policies aimed at reducing obesity, childhood obesity, high rates of diabetes, heart disease and other health conditions.
4. *Support* legislative efforts to increase opportunities for community-wide citizen volunteer programs.
5. *Support* funding for a coordinated and comprehensive approach to address the needs of youth in the community.

## **LEAGUE OF CALIFORNIA CITIES ADVOCACY 2023 PRIORITIES**

1. Protect and expand investments to prevent and reduce homelessness.
2. Increase the supply and affordability of housing while retaining local decision-making.
3. Improve public safety in California communities.
4. Safeguard essential local revenues and support fiscal sustainability.

## **LEAGUE OF CALIFORNIA CITIES 2023 FEDERAL ADVOCACY PRIORITIES**

1. Support increased federal funding to assist California cities with housing affordability and homelessness challenges in our communities.
2. Pursue strategies and resources to address crime and its underlying causes.
3. Engage in the federal budget and appropriations process to protect and increase essential local revenues.
4. Strengthen disaster preparedness, resiliency, and recovery from climate change impacts through improved collaboration and resources.

# LEGISLATIVE PROCEDURES

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## TRACKING

The City Manager (or City Manager designee) will periodically provide updates of important legislative issues and/or those matters that the City has stated a position on during the Legislative Session.

## RESPONSE

When a legislative matter requires action between a regular City Council meeting, the City Manager (or City Manager designee) is authorized to take a position on the matter in accordance with the adopted Legislative Policy.

If there are mitigating factors where Council may want to take a position that varies from the approved Policy, or, if it is a matter that is not inherent in the Policy, the measure shall go to the full City Council for direction.

1. The City Manager (or designee) shall review all requests for a Mayor's letter on legislative issues to determine if the legislation aligns with the existing and approved position through the City's Legislative Policy and requires action between regular City Council meetings.
2. Department Heads shall coordinate the initiation and development of legislative letters with the City Manager (or designee).
3. If the matter aligns with the approved Legislative Policy, the City response shall be supplied in the form of a Mayor's letter to the legislative body reviewing the bill/measure. If the Mayor is not available to sign the letter, the letter shall be prepared for signature by the Mayor Pro Tem or City Manager.
4. All draft legislative letters prepared by the City Manager (or designee), shall state whether the City is requesting a "support," "support if amended," "oppose," or "oppose if amended" action on the issue and shall include adequate justification for the recommended action. If possible, the letter shall include examples of how a bill would specifically affect the City of Lakeport, e.g. "the funding the City will lose due to this measure could pay for x acres of parkland."
5. When a letter is sent to a state or federal legislative body, City Council members, the City Manager, the City Clerk, and state legislators representing the City of Lakeport shall be sent a courtesy copy ("cc") of the letter. The appropriate contact at the League of California Cities and legislative consultants, if applicable, shall also receive a courtesy copy of the legislative letters.





## League of California Cities 2023 Advocacy Priorities

- 1. Protect and expand investments to prevent and reduce homelessness.** Secure sustainable state funding that bolsters cities' efforts to support individuals experiencing, or at risk of, homelessness. While protecting existing resources, strengthen state and local partnerships to connect individuals with the care they need through coordinated care systems that provide access to wraparound services, including mental health and substance use treatment.
- 2. Increase the supply and affordability of housing while retaining local decision-making.** Secure long-term, sustainable funding tools for cities to jumpstart the construction of housing at all income levels and ensure cities retain flexibility to achieve local and state housing goals.
- 3. Improve public safety in California communities.** Pursue strategies and resources to address crime and its underlying causes. Partner with all levels of government and diverse organizations to improve community safety through prevention and early intervention programming, workforce recruitment and retention, and improved re-entry services.
- 4. Safeguard essential local revenues and support fiscal sustainability.** Protect, increase, and modernize revenue streams for local priorities. Oppose efforts that would reduce or eliminate funding for cities, including unfunded mandates.



## **League of California Cities 2023 Federal Advocacy Priorities**

1. Support increased federal funding to assist California cities with housing affordability and homelessness challenges in our communities.
2. Pursue strategies and resources to address crime and its underlying causes.
3. Engage in the federal budget and appropriations process to protect and increase essential local revenues.
4. Strengthen disaster preparedness, resiliency, and recovery from climate change impacts through improved collaboration and resources.



# CITY OF LAKEPORT

City Council ☒

City of Lakeport Municipal Sewer District ☐

Lakeport Industrial Development Authority ☐

Municipal Financing Agency of Lakeport ☐

## STAFF REPORT

**RE:** OpenGov Software

**MEETING DATE:** 05/02/2023

**SUBMITTED BY:** Nicholas Walker, ACM

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to execute a services agreement with OpenGov for permitting, licensing and procurement software.

### BACKGROUND/DISCUSSION:

In March of 2019 the City procured the services of a software provider to improve the Community Development Departments ability to process building permits, business licensing and code enforcement. Working with our current provider has proven to be an extreme challenge. The building permitting module of this solution was operational in January of 2021 and the City further engaged the provided to include an online portal for customers to use. We are now in May 2023 and the business licensing module has yet to be launched. The company has changed hands several times during the project and each time there has been a new set of challenges to overcome. Staff have been frustrated with the progress of this project for some time.

Several months ago, we began exploring the idea of what another migration would look like. We began our investigation with the largest providers (industry leaders) Tyler and Accela. We found that these providers were very expensive and seemed geared to serving local governments larger than the City of Lakeport.

The City was introduced to OpenGov as a result of their purchase of Cartegraph who was our long standing asset management provider, a transition that occurred seamlessly. During an on-site meeting with their client success team, we learned about the complimentary modules in their suite of software and began demonstrating and discussing and expanded partnership. We believe that we have a solution in OpenGov that will not only replace the software we are currently using for permitting and licensing but also significantly improve internal operations, streamline processes, and improve customer interactions.

In addition to replacing our permitting and licensing solutions we are asking for approval to also purchase a new tool, OpenGov Procurement. This module will allow us to modernize and streamline our procurement process from solicitation to contract management. Attachment A provides a comprehensive overview of the product capabilities.

During the April 2023 goal planning workshop, a common theme was simplifying customer interactions using technology. OpenGov solutions will foster that outcome for permitting, licensing, code enforcement, and procurement.

Attachment B is the OpenGov order form which outlines the costs associated with approving the contract. We have identified sufficient resources in this year's budget to cover the June 1, 2023 payment. The remaining years of the contract will be budgeted in those years accordingly. Attachment C is the professional services agreement with the scopes of work for each module included.

**OPTIONS:**

1. Authorize the City Manager to execute a services agreement with OpenGov for permitting, licensing and procurement software.
2. Provide staff alternative direction.

**FISCAL IMPACT:**

☐ None      ☒ \$258,242      Budgeted Item? ☒ Yes    ☐ No

Budget Adjustment Needed? ☐ Yes    ☒ No      If yes, amount of appropriation increase: \$

Affected fund(s): ☒ General Fund    ☒ Water OM Fund    ☒ Sewer OM Fund    ☐ Other:

Comments:

**COUNCIL PRIORITIES:**



☐ Priority #1: Public Safety & Crisis Response



☐ Priority #2: Disaster Resiliency



☒ Priority #3: Good Governance & Fiscal Stability



☐ Priority #4: Capital Infrastructure Improvement



☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☒ Priority #6: Economic Development

**SUGGESTED MOTIONS:**

Move to authorize the City Manager to execute a services agreement with OpenGov for permitting, licensing and procurement software.

- ☐ **Attachments:**
1. OpenGov Plan Letter for Lakeport, CA
  2. City of Lakeport, CA OpenGov Order Form
  3. OpenGov PSA 2023



# OpenGov and the City of Lakeport, CA

Project Plan Letter and Partnership  
Investment Summary



**Nick Jin**  
Account Executive  
[njin@opengov.com](mailto:njin@opengov.com)

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Nicholas Walker, Assistant City Manager / Finance Director  
City of Lakeport, CA  
225 Park Street  
Lakeport, CA 95453

**RE: Project Plan Letter for Permitting & Licensing and Procurement Software**

Dear Nicholas,

First and foremost, we would like to express our appreciation for the long-term partnership with the City of Lakeport that began in 2014. We have been supporting Paul Harris and his team to ensure a successful adoption of our Asset Management software, and we are thrilled about the opportunity to expand our partnership with the City by proposing OpenGov Permitting & Licensing and Procurement. We truly value your careful consideration in reviewing the project plan letter and proposal we have prepared for you.

We understand that the City is currently challenged by not having a centralized, fully-integrated system. This has led to a lot of manual work and processes managed outside of the current system, and the City is looking for a modern system that can provide a centralized way of managing the core processes and workflows of the organization.

As you will read in the following proposal, OpenGov Permitting & Licensing modernizes community development and other complex civic services through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly public portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance. Additionally, OpenGov Procurement frees teams from the drudgery of manual and paper-based processes through a highly collaborative and easy-to-use solution built specifically to support and manage government procurement workflows. The City of Lakeport's staff will be able to produce high quality, consistent, and compliant solicitations and provide transparency and clear communication to vendors throughout the entire procurement process. Featuring workflows for solicitation development and contract design, OpenGov Procurement provides clarity by helping suppliers understand and respond to solicitations more efficiently and effectively.

OpenGov has partnered with many other municipal governments who are also in the midst of establishing a new plan and vision for their communities. As a true partner, OpenGov enables governments like the City of Lakeport to build trust in their communities by providing a seamless experience for residents and businesses while fostering better engagement through integrated tools. OpenGov has a strong presence in the State of California, partnering with many governments such as the City of Clearlake, Town of Yountville, the City of Benicia and the City of Healdsburg.

We are on a mission to power more effective and accountable government, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind the City of Lakeport to ensure this engagement exceeds expectations.

Sincerely,

Nick Jin  
Account Executive  
[njin@opengov.com](mailto:njin@opengov.com)  
818-288-7774



# Executive Summary

OpenGov is proposing **OpenGov Permitting & Licensing, Procurement** and **Reporting & Transparency Platform** for consideration. We look forward to demonstrating how these solutions will meet and exceed your needs and expectations.



**OpenGov Permitting & Licensing** modernizes community development through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly constituent portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance. With OpenGov Permitting & Licensing, governments can decrease turnaround times by 50%, save staff hours, drive increased revenue, and delight citizens without compromising the administrative controls their teams need.

**OpenGov Procurement** is the collaborative public procurement suite built for modern government. Providing end-to-end automation across solicitation development, proposal evaluations, and supplier interactions, OpenGov makes procurement more enjoyable and transparent for everyone involved. With it, procurement teams have the intuitive cloud software and world-class support needed to achieve strategic procurement.

**The Reporting & Transparency Platform** powers the OpenGov Cloud with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. The Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools; transforming civic engagement and empowering data-based decision making.

## Why OpenGov?

### The only modern cloud software purpose-built for local government.

OpenGov offers transformative solutions for budgeting, financial management, civic services, and procurement with the market-leading Reporting & Transparency platform — allowing customers to reallocate up to 1% of their budgets for more strategic outcomes and save thousands of hours on manual and paper-based processes.

### A trusted partner.

More than [1,600 governments nationwide](#) partner with OpenGov to drive more effective and accountable operations through cloud financial solutions. Built exclusively for state and local government, OpenGov's software, services, and expertise are backed by over 500 years of employee experience in the public sector.

### A platform built to grow with you.

Modern cloud architecture ensures all of your users have access to the latest features and upgrades while reducing your IT burden, minimizing your cost footprint, and breaking down system and data silos. Thanks to world-class professional services and a roadmap driven by customer feedback, you future-proof your investment for the next generation.

## Trusted by Leading Governments



Clearlake, CA



City of Benicia, CA



City of Healdsburg, CA



Tuolumne County, CA



Town of Yountville, CA



City of Sonoma, CA



City of Cloverdale, CA



City of Pacifica, CA

## Benefits of Modern Government Cloud Software

In a [post-pandemic world](#), the benefits of modern cloud software (aka: “Software as a Service”) are crucial in helping governments address the challenges of remote work, digital services, and managing uncertainty. [Cloud software](#) helps you future-proof your investment while focusing on your community.

### ✓ Increase Productivity

Modern government work is collaborative. Intuitive software empowers all users for success.

### ✓ Improve Citizen Experience

Digital services map to the expectations of community members and improve satisfaction.

### ✓ Strengthen Public Trust

Better decisions and alignment come from common, shared, accurate information

### ✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

## All Cloud’s aren’t Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren’t designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

- **Anywhere, Any Device** - Nothing to install - only a browser required
- **Intuitive User Interfaces** - Built in the era of consumer software, eliminates the nuances and complexities that only “power users” can understand
- **Fast and Configurable** - Can be deployed quicking providing value when you need it and configured without deep technical expertise or IT assistance
- **Continuous Enhancement** - Updates are hassle-free and transparent to customers
- **World-Class Security and Infrastructure** - Modern applications take advantage of the leading cloud service providers (like Microsoft Azure) to ensure your mission-critical systems are resilient
- **100% Hassle-Free** - Always up-to-date with no effort from your government. No upgrades, patches, customizations, or (of course) hardware to manage.



“Every time I see discussion online about municipalities looking at expensive custom software, I have a little cringe, because I think there’s so much flexibility in cloud-based software...There’s a tendency for us to think we need highly customized software and oftentimes that’s not the case. We can often find things out there that will improve what we’re able to do at a greatly reduced cost from software that was available to us 10, 15, or 20 years ago.”

**Dan Ralley**, Assistant City Manager | City of Upper Arlington, OH

# OpenGov Permitting & Licensing

Modernize your permitting process to streamline operations and improve customer service.

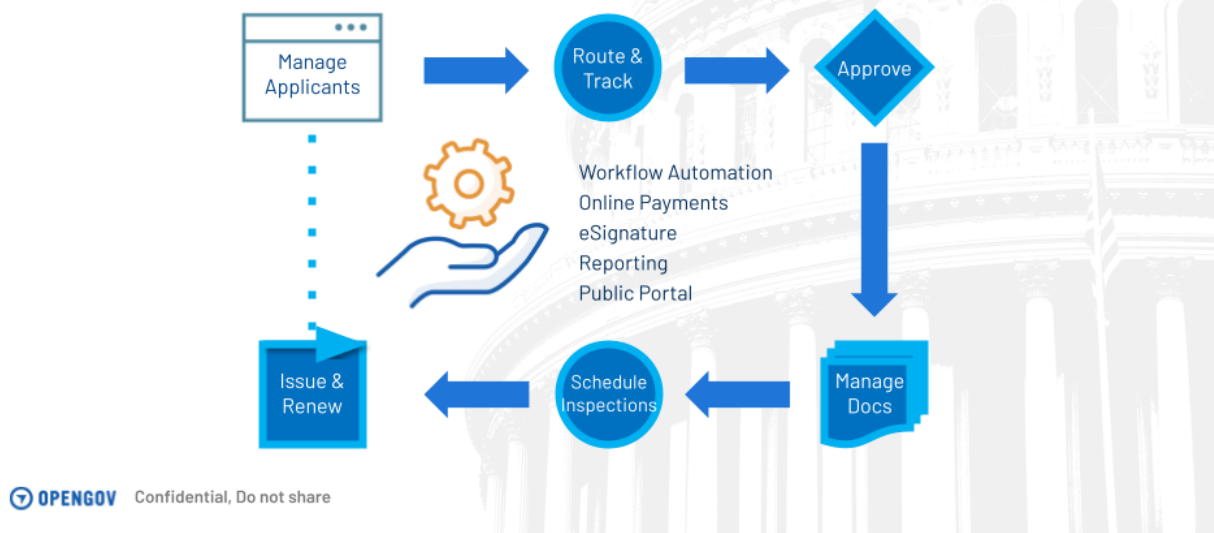
## Process and Track Permits with Unparalleled Ease

An all-in-one community development suite for permitting, licensing, inspections, and code enforcement.

- [OpenGov Permitting & Licensing](#) gives you the power to manage all of your permitting and licensing operations without messy spreadsheets or cumbersome software.
- With drag-and-drop technology to build workflows, fees, forms, and inspections, you have complete control over the entire process.
- With powerful customer service tools, you can empower applicants to conduct government business from the convenience of their home or office.

## Permitting & Licensing

Power every permitting and licensing workflow



### Process

Route, approve, and issue permits electronically up to 5x faster than legacy systems.



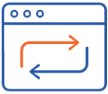
### Serve

Let applicants apply, pay for, track, and receive their [permits or licenses online.](#)



### Inspect

Manage schedules, access data, and conduct inspections in the field.



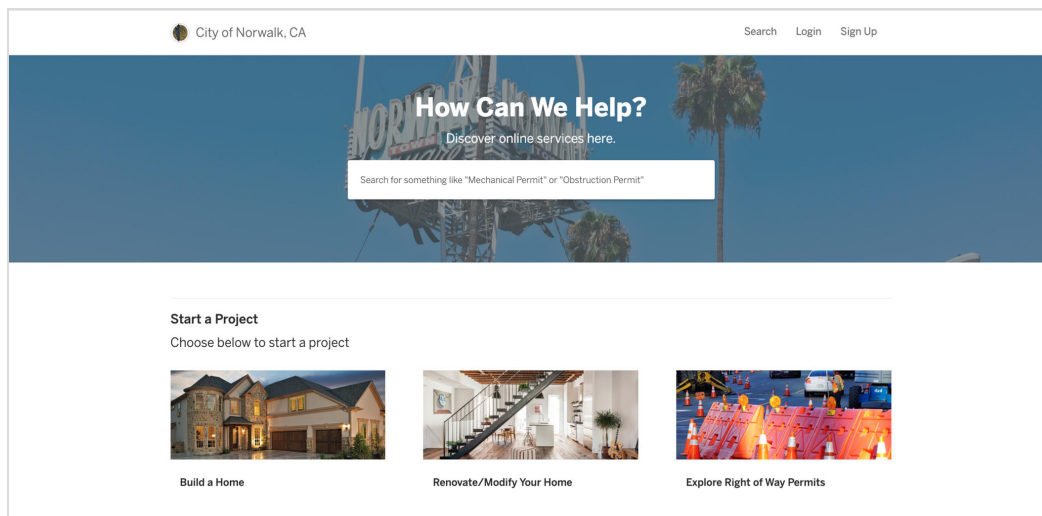
### Renew

Automate license renewals, track high-level progress, and enable online renewals.

## User-Friendly Design

OpenGov Permitting & Licensing is the industry's most user-friendly workflow automation platform, designed to improve the applicant experience and streamline everyday tasks for government employees. Featuring an out-of-the-box public portal, Permitting & Licensing enables online self service by guiding applicants step-by-step through the process.

- Reduce counter time by enabling applicants to easily research, apply, pay for, and receive permits and licenses online with a **user-friendly public portal**.
- **Deliver better customer service** with in-app messaging, and empower applicants to easily manage their projects online with features like status notifications, saved drafts, and payment records.
- Empower your team to **work and collaborate on a whole new level**, with modern features like the personalized notifications inbox, visual progress bars, tag mentions, and more.



## Flexible, Dynamic Configuration for Easier Implementation & Maintenance

Featuring drag-and-drop technology, Permitting & Licensing is a highly configurable workflow engine ready for any application type, from building permits to code enforcement violations to grant applications. Update approval steps, fees, inspections, documents, and more with the click of a mouse, all while maintaining centralized reporting and granular security controls.

- See a **faster ROI** with customizable templates and 'no-code' configuration to **streamline implementation** and future updates.
- **Consolidate and organize business processes** to improve the applicant experience and increase efficiency.
- Automatically **identify specific project conditions**, locations, or applicants for special approval steps.

### Seamless Automation for Community Development Workflows

In comparison to online PDFs or legacy systems with disjointed parts, Permitting & Licensing provides true automation for community development workflows. Applicants submit forms through an intuitive public portal, which are then automatically routed through predetermined approval steps based on the application type and project data. Streamline complex projects and multi-department approvals for maximum efficiency.

- Provide a complete self-service option for public applicants, including online inspections requests, to **cut down on calls and counter service time by up to 80%**.
- Eliminate the need for manual data entry and **reallocate staff hours to higher priority tasks**.
- **Increase capacity and decrease processing times** with industry-leading workflow automation features like parallel approval steps and auto-assigned tasks.

## One Solution to Power Every Permitting and Licensing Workflow



Building Permits



Planning and Zoning



Virtual Inspections



Public Works



Code Enforcement



Business Licenses



Outdoor Dining



Short Term Rentals



Cannabis Licensing



Health Permits



Pet Licenses



Fire and Safety



Police



Special Events



Economic Recovery Programs

## Key Features

### Streamline multi-department workflows through process automation

Every record has a workflow where post-submission activity is recorded. Let each submission flow electronically from intake through departmental reviews, automatically assigning steps to the next available employee. Ensure that no permit is ever issued before all required approvals are complete.

The screenshot displays the OpenGov Building Permit system interface for permit B-23452345. The interface is divided into several sections:

- Details:** Submitted on Feb 13, 2020 12:11 PM.
- Attachments:** 1 file.
- Activity Feed:** Latest activity on Feb 13, 2020.
- Applicant:** Ben Builder.
- Location:** 505 Forest Avenue, Laguna Beach, CA 92651.
- Timeline:** A list of events including New Construction Fee, Roofing/Siding/Windows Fee, Application Review, Building Dept Review, and Inspection.
- Project Information:** Type of Project (New Construction), Description of Work (single family home), Start Date (02/22/2020), Zoning Classification (Residential), Number of floors (1), Estimated Project Cost (100,000), Type of Property (Residential - Single Family), Sq. Footage of Property (60,000), and Estimated Completion (02/29/2020).
- Primary Contractor Information:** Name (JUAN BENITEZ), DBA, Mailing Address, and Phone #.

### Help your customers help themselves with constituent services

The Storefront customer service portal allows you to educate constituents about service information and submission requirements. Applicants can draft and submit applications, pay fees online, and message reviewers.

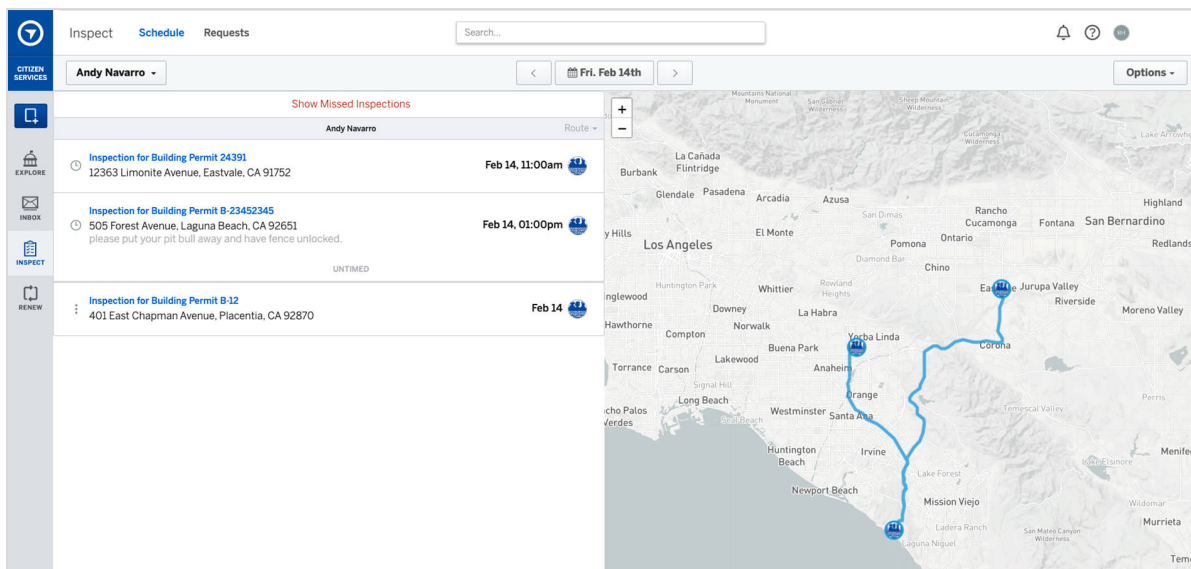
The screenshot displays the City of Norwalk "Build a Home" storefront portal. The page features a header with the City of Norwalk logo and navigation links for Search, Login, and Sign Up. The main content area is titled "Build a Home" and includes a sub-header "Answer the questions below to determine what you need to get started." Below this, there are three questions with radio button options:

- Have you taken your project to the Planning Dept.?
o Yes
o No
- Are you starting a building from scratch?
o Yes
o No
- Is this a residential building?
o Yes
o No



## Simplify inspection scheduling and site visits via inspection management

When it's time for an inspection, let applicants request dates online. Assign inspectors manually, or automatically. [Save time during the inspection](#) by recording results digitally from a tablet onsite. They'll be immediately available within the platform, for staff and applicants.



## Completely automate license renewals

Streamline the license renewal process to support improved compliance and internal efficiency. In a few easy steps, completely automate license renewals by type and renewal period, so staff members can focus on higher priority tasks.

The screenshot displays the 'Renew' tab in the OpenGov platform. The interface includes a sidebar with navigation options: EXPLORE, INBOX, INSPECT, and RENEW. The main content area shows a table of renewal status for various campaigns. The table has columns for 'Open', 'Renewal Submitted', 'Lapsed', and 'Pending'.

Campaign	Open	Renewal Submitted	Lapsed	Pending
Stray Voltage Tests 2020 <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Annual Assessment Fees <b>Active</b>	0 (0%)	0 (0%)	1 (100%)	0 (0%)
PF Biz Licenses <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Business Licenses 2019 Q4 <b>Active</b>	0 (0%)	0 (0%)	0 (0%)	0 (0%)
Annual Billing <b>Active</b>	0 (0%)	0 (0%)	10 (100%)	0 (0%)





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“The software has been so easy to configure in comparison with our legacy system, which was very cumbersome. With the drag-and-drop design, [it's so easy to make workflows.](#)”

**Paul Leedham**  
Chief Innovation Officer  
City of Hudson, OH

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## Additional Features

- Explore your Esri ArcGIS maps in the platform to conduct spatial analysis around development operations.
- **Online Payments.** Let applicants pay online via credit card or eCheck and receive direct deposits of permit revenue.
- **Addressing.** Sync your master address table to bring parcel data into any permit application automatically.
- **Accounting.** Automatically sync daily financial transactions to your accounting system.

# OpenGov Procurement

## Collaborative Procurement Automation for the Modern Government

As part of the OpenGov Cloud, [OpenGov Procurement](#) helps modern governments connect end-to-end processes across budgeting, procurement, accounting, and reporting—driving improved strategic outcomes enterprise-wide. With OpenGov Procurement, customers access:

- The industry's **most collaborative and complete** Solicitation Development solution
- Modern Supplier Engagement that **increases bid response** and **equitable selection**
- **User-friendly design** that guides users with in-context training and live support
- Transparent procurement and supplier relationships thanks to OpenGov's legacy of **driving transparent operations**



### Satisfied Suppliers

Expand your supplier network and improve your partner experience with intuitive an online portal and multiple workflows



### 100% Paperless Procurement

[Digitize document management](#) with scanning, uploading, and archiving facilities.



### Increase Accountability

Establish a simplified view into contract and vendor spending via a single source of truth.



### More Strategic Impact

Less clerical work and more strategic time thanks to intuitive guided workflows and integrated training for collaborators



### Centralize Data

Enter data once and use it across the entire system.

# 75%

of customers cut time spent writing & releasing RFPs

...

Increased supplier responses by

# 3-4x

# Procurement

Collaborative Procurement, End-to-End



**OPENGOV** Confidential, Do not share

## Transform your Solicitation Development

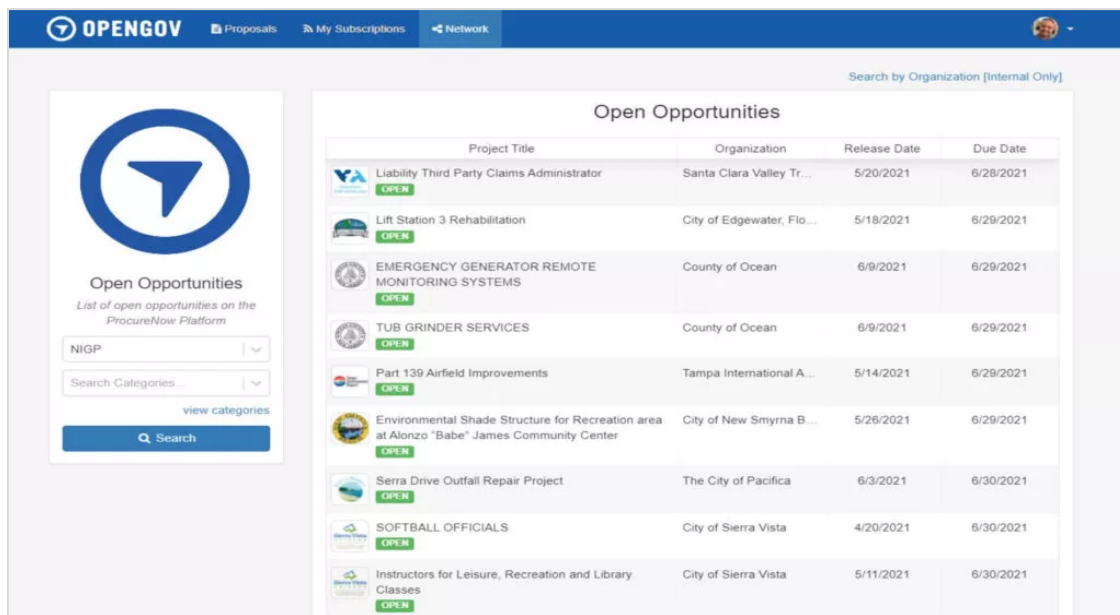
Turn your solicitation templates into intuitive, guided online workflows so project managers, reviewers, and buyers can easily collaborate on key documents. Dynamically track project status throughout reviews and get insight into timelines, stakeholders, and project pipelines. This “unique to OpenGov Procurement” capabilities turbocharges your entire workflow. Without this, your team spends much of its time hunting and pecking, copying and pasting, and chasing down internal customers - ultimately creating more adversarial situations.

The screenshot shows the OpenGov portal interface for a project titled "Consultant Services for 2023-2031 Housing Element Update". The page includes the following elements:

- Header:** OpenGov logo, navigation links (Proposals, My Subscriptions, Network), and a user profile icon.
- Project Details:**
  - Project ID:** 2534
  - Release Date:** Friday, May 21, 2021
  - Due Date:** Wednesday, June 30, 2021 2:00pm
  - Posted:** Friday, May 21, 2021 9:00am
  - Status:** OPEN
  - Buttons:** Draft Response, No Bid
  - Time Remaining:** 19 days, 13 hours, 5 minutes
- Project Documents:** A list of documents including Notice of Request For Proposals, Introduction, Scope of Work, Vendor Questionnaire, Submission Instructions, Evaluation and Award Process, **Evaluation Criteria** (selected), and Terms & Conditions.
- 7. Evaluation Criteria:**
  - 1. Organization:** Does the firm offer the breadth and quality of services required for the types of planning services listed in the Scope of Work? Does the firm's organizational structure show sufficient depth and capacity for its current and additional workload, either solely or in strong partnership with one or more subconsultants?
    - Scoring Method:** Points Based
    - Weight (Points):** 10 10% of Total
  - 2. Staff:** What are the qualifications of principals and project team members and what would be the primary

## Engage Vendors in a Modern, Social Online World

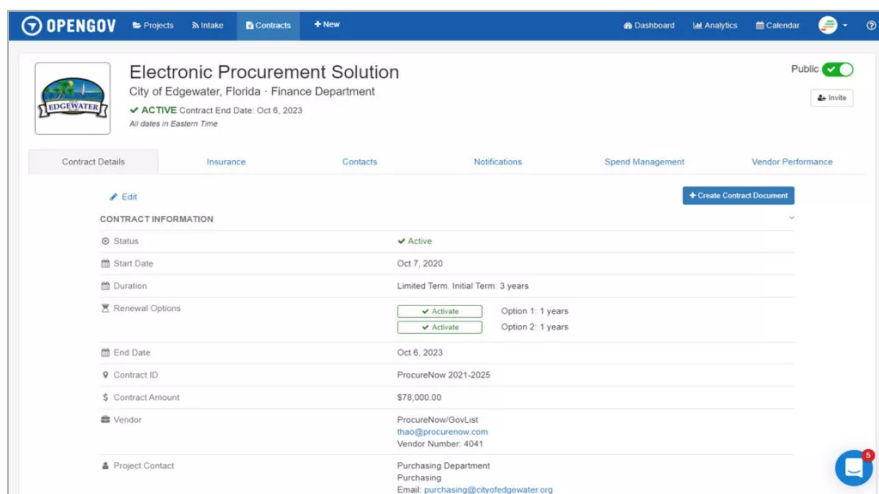
From sharable public project links, vendor analytics, and funnel tracking to a simple, one-click vendor submission process, OpenGov Procurement does it all. Suppliers delight in the guided online proposal submissions with one-click submit.



## Say Goodbye to Excel Scorecards

[No more excel](#) and paper scorecards, OpenGov Procurement can help you manage it all online. Whether you evaluate vendor proposals as Best Value using a scoring committee, Lowest Cost through bid tabulation, or anywhere in between, we can support your process.

## Automate Contract Management



Never miss an upcoming expiration deadline again. OpenGov Procurement lets you set reminders and notifications to stakeholders, and gives you a birds-eye view into all your active and historical contracts across the organization.

## OpenGov Procurement Use Cases

- Achieve End-to-End Strategic Procurement
- Modernize Solicitation Development
- Streamlined Implementation
- "Wow" Your Supplier Community

## Key Differentiators of OpenGov Procurement



**Intuitive guided designs that promote equity** and help suppliers read, understand, and respond to bids and RFPs better

**Solicitation and Contract Design and Proposal Evaluation Tools** that promote better collaboration, productivity, objectivity, and efficiency between Procurement and their internal departmental customers



**In-context training and integrated live support** because procurement processes aren't easy + staff and suppliers aren't working on procurements every day.



"I am amazed at what OpenGov Procurement has done for us. I've never had an implementation go as well as this has in such a short time. I had staff who weren't thrilled with the idea [of a new system] but now that we use it, they [absolutely love it..](#)"

**Michelle Hamilton**

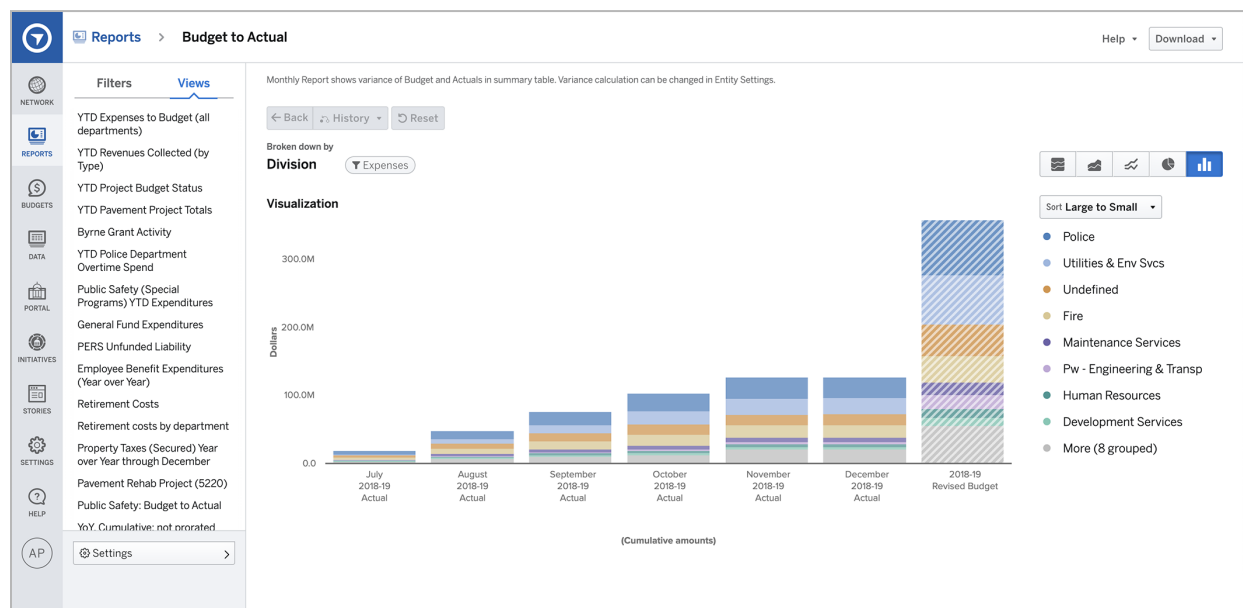
Director of Purchasing | Mesa Public Schools, AZ

# Reporting & Transparency Platform

Centralize reporting and align data with context for internal and external stakeholders

Permitting & Licensing is powered by our robust **Reporting & Transparency Platform**.

Built with a data-first mindset, OpenGov's Reporting & Transparency Platform powers Permitting & Licensing with unparalleled reporting and transparency capabilities to drive faster, more effective decisions, and understand the public response. OpenGov was founded on the principle that better transparency and civic service are paramount to the future of state and local government. Trusted by hundreds of forward-thinking customers, the Reporting & Transparency Platform provides a seamless connection between back-office capabilities and industry-leading communication tools – transforming better civic engagement from aspiration to reality.



## Reporting & Transparency Use Cases

- Interactive budget summary
- Satisfactory survey
- Participants budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

## Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



## Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

## Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

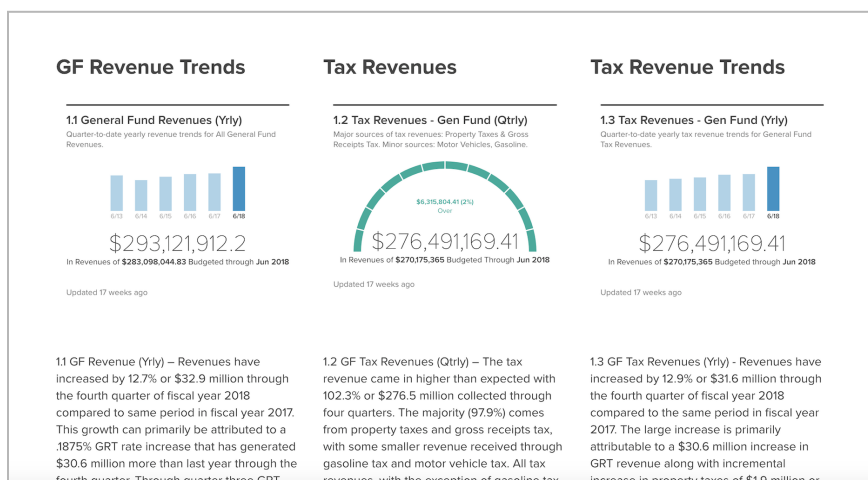


## Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

## Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.



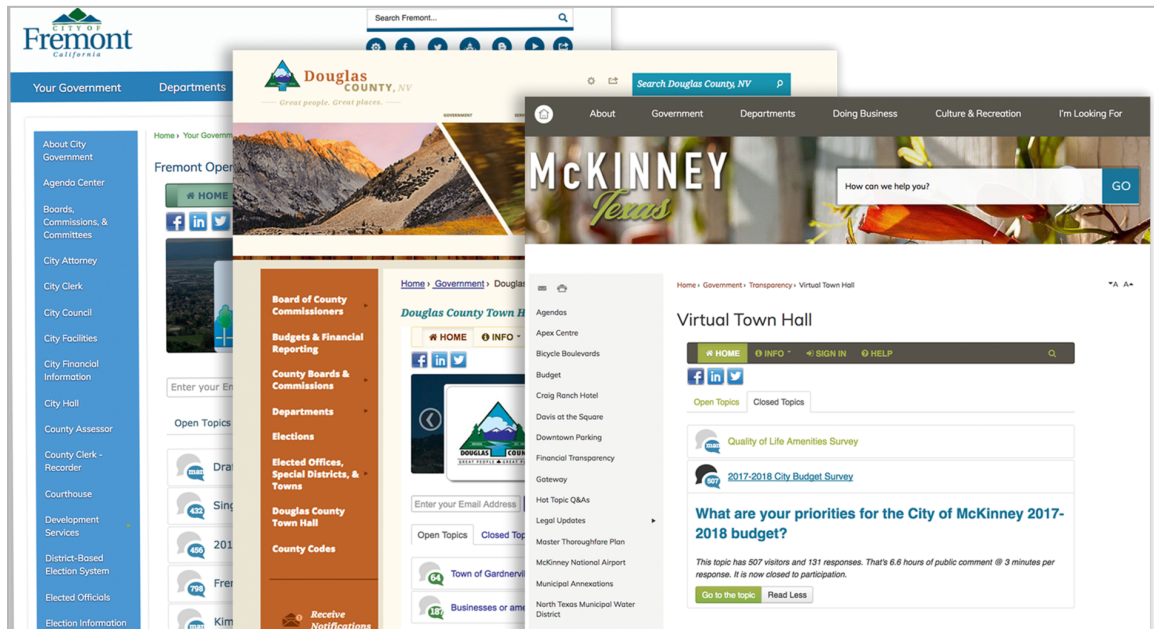


## Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

## Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.





## Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"We've become the office that everyone wants to work for with OpenGov."

**Tristan Bourquin**

Assistant Planner | Bannock County, ID

"I knew people were hungry for information and needed a one-stop-shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency."

**Janelle Galbraith**

Economic Development, Innovation, and Equity Manager | City of Redding, CA



# Qualifications & Experience

[The OpenGov Team](#) has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



**ZAC BOOKMAN**  
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



**MONICA COOK**  
Senior Manager Solutions Engineering

Former HHS Researcher at the Public Policy Institute of California (PPIC)



**CHARITY HOLMAN**  
Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



**MIKE MCCANN**  
VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



**ROBERTO RUIZ**  
Implementation Analyst

Former Senior Budget Analyst at Teacher Retirement System of Texas



**SCOTT COBLE**  
Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



**ARIANNA TUCKEY**  
Solutions Consultant

Former Supervisory Budget Analyst at the FBI



**MARK WELCH**  
Manager, Solutions Architecture

Former Administrative Services Director at City of Ashland, Oregon



**JAMIE CASTELLANOS**  
Integrations Engineer

Former Application Analyst at City of Berkeley, California



**MICAH INTERMILL**  
Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



**ALMIS UDRYS**  
Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



**JENNIFER NORDIN**  
Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

## Awards & Credentials

As mentioned above, OpenGov employees have over 500 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2022 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



## Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,600 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Permitting & Licensing to transform their communities...

# Customer Stories

## Taking it Online to Save Time: How Burnsville, MN, Rolled Out Permitting & Licensing in Just Six Months

The City of Burnsville, MN, is an evolving community and influencer of technological advancement in the Midwest region. Much of this is thanks to City staff which is collaborative, community-oriented, and dedicated to keeping up with the City's modernization initiatives.

Yet behind the scenes, outdated technology led to stalled processes and overworked staff members. To keep up without burning out, Kim decided to bring permitting leads together and make a change. The result was the quick (6-month) implementation of OpenGov Permitting & Licensing to simplify and automate the permitting process and the rollout of an easy-to-use [public portal for applications](#).

With OpenGov's public portal, Burnsville community members now have more visibility into the permitting process and can track their permits in real-time, saving them the hassle of calling or stopping into City Hall. Staff can now quickly build reports for every aspect of permitting and licensing, from reviews to payments and inspections. This makes it easy to share results with both internal stakeholders and the community.

### Key Results for the City of Burnsville, MN

- **6 month implementation timeline**
- **100% paperless permitting available**
- **All permit types available online**
- **5 departments using Permitting & Licensing**

For the full story, [click here](#) to read about how the City of Burnsville modernized permitting with OpenGov Permitting & Licensing.



"Switching to Open Gov's online permitting has really improved the permitting experience for our customers as well as our staff. Our customers now have real-time information on where their submitted permit application is in our system and allows them to receive nearly instant notifications if more information is needed or when their permit has been issued."

**Doug Nelson**

Assistant Fire Chief | City of Burnsville, MN

## Pioneering Modern ePermitting in Lakeville, MA

With the Town's goal of becoming the most business-friendly city in Massachusetts in mind, Building Commissioner Nathan Darling led an initiative to modernize Lakeville's building permit approval process. After 25 years using paper-based processes, Darling found OpenGov Permitting & Licensing to be intuitive, simple, and user-friendly: a refreshing contrast to other solutions on the market. "When you look at the [OpenGov] applications, you think, 'wow this is easy,' especially when everything else out there is linear and looks like accounting software," said Darling.

After implementing OpenGov Permitting & Licensing for the town of Lakeville, Darling soon realized the merits of getting neighboring communities involved with OpenGov too, in order to create cohesive processes for contractors and developers in the surrounding areas, Darling is now working to get the neighboring communities of Fairhaven, Raynham, Freetown, Carver, and Acushnet on board because he believes so strongly in the benefits he's seen within his own Building Department.

### Key Results for the Town of Lakeville, MA

- **Paper → Paperless Permitting in just 9 Months**
- **Enforced a 48- hr Inspection Response to Residents**
- **Faster Application Processing Times**
- **Discovered 4 new uses for OpenGov Permitting & Licensing outside of Building Permits**

For the full story, [click here](#) to read about how Lakeville, MA Pioneered Modern ePermitting with OpenGov.



"When you have a platform this easy, everyone is treated the same way. There are no favorites, no bending the rules for anybody. If you are late to an inspection, it's time-stamped. Everybody follows the same review process because it's step-by-step in the platform. You can see exactly who is doing what, and how long it is taking."

**Nathan Darling**

Building Commissioner | Town of Lakeville, MA

## How Mesa Public Schools Adopted a Fully Digital Purchasing Workflow with OpenGov

When the pandemic first hit, the largest school district in Arizona, Mesa Public Schools, did what most organizations did – sent everyone home to work remotely for the foreseeable future. Managing a high volume of bids every month, with each bid amounting up to 80+ responses, Purchasing Director Michelle Hamilton knew it was time to go digital to adjust to this new normal.

Hamilton decided to try out OpenGov Procurement, and the impact was immediately clear. After their first solicitation using the new system, the District's Assistant Superintendent called OpenGov Procurement the "easiest software I've ever used." Mesa Public Schools was able to implement OpenGov across the District with minimal friction due and quickly reap the benefits OpenGov procurement offered.

### Key Results for Mesa Public Schools

- **Reduce Bid Developing Times by 50%**
- **100% Paper-Based Purchasing → 100% Paperless Purchasing in just 30 Days**
- **Entirely Virtual Purchasing to support Work From Home lifestyle**
- **Vendor Questionnaire Feature led to more Objective and Focused Decision Making**

For the full story, [click here](#) to read about how Mesa Public Schools adopted fully digital workflows with OpenGov.



"I've been doing this for 25 years, and I have never worked with a company like OpenGov. It has made a world of difference in how we do our daily work. It's changed my professional life."

**Michelle Hamilton**  
Purchasing Director | Mesa Public Schools

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## Banning, CA Streamlines Purchasing to Keep Pace with Growth



Before implementing OpenGov procurement, the City of Banning relied on emails, word processors, and an outdated legacy system for all procurement processes. Due to this, Banning City staff spent two-thirds of their time downloading, printing, interoffice mail, and moving giant stacks of paper around. With OpenGov Procurement, the purchasing team in Banning was able to simplify and bring efficiencies to cumbersome and time consuming processes for the whole team, including new staff members and those who aren't day-to-day users of the software.

Purchasing manager Shiloh Rogers reports that her favorite OpenGov Procurement capabilities are: built-in templates that make changes to vendor submission requirements simple, vendor questionnaires that save time by creating uniform responses, and validation tools that enable quick review for minimum qualifications. These features paved the way to notable results for the City, such as a **500% increase in bid submissions**, and **decrease in processing times from hours to a few seconds**.

Rogers has worked with other e-procurement platforms during her career, but the support she received from OpenGov stood out among the rest. The features and functionality have helped her streamline Banning's procurement experience. But more importantly for Rogers, the company listens to her feedback and is responsive to her needs.

For the full story, [click here](#) to read about how Banning, CA streamlines purchasing with OpenGov.



"OpenGov Procurement empowers my team – it doesn't tell us how to do our jobs, it enables us to do them better and faster."

**Shilo Rogers**

Purchasing Manager | City of Banning, CA

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**For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>**

# Professional Services Overview

## We Are Here to Support You

Your success as a customer is OpenGov's top priority. We recognize the challenge of adding a new software implementation project to your already full-to-the-brim schedule. We've invested heavily in the key drivers of your agency's success so you can maximize the impact of your OpenGov software and arm you with insight, expertise, and industry-leading best practices.



### Experience

Our team of over 150 Professional Services experts have delivered over 1,600 successful projects - we have the experience to make your implementation a success.



### Expertise

OpenGov shares your mission of effective government - and deploys over 500+ years of previous public sector experience for your success.

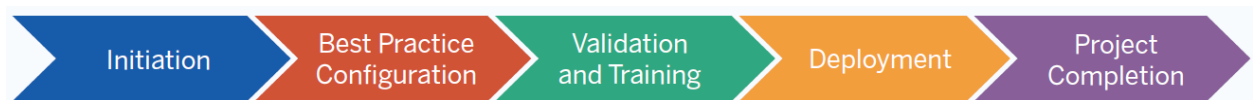


### Fully-Supported

No matter the expertise your project needs, our team of professionals are here to partner with you on even the most complex projects.

## OpenGov Deployment Methodology

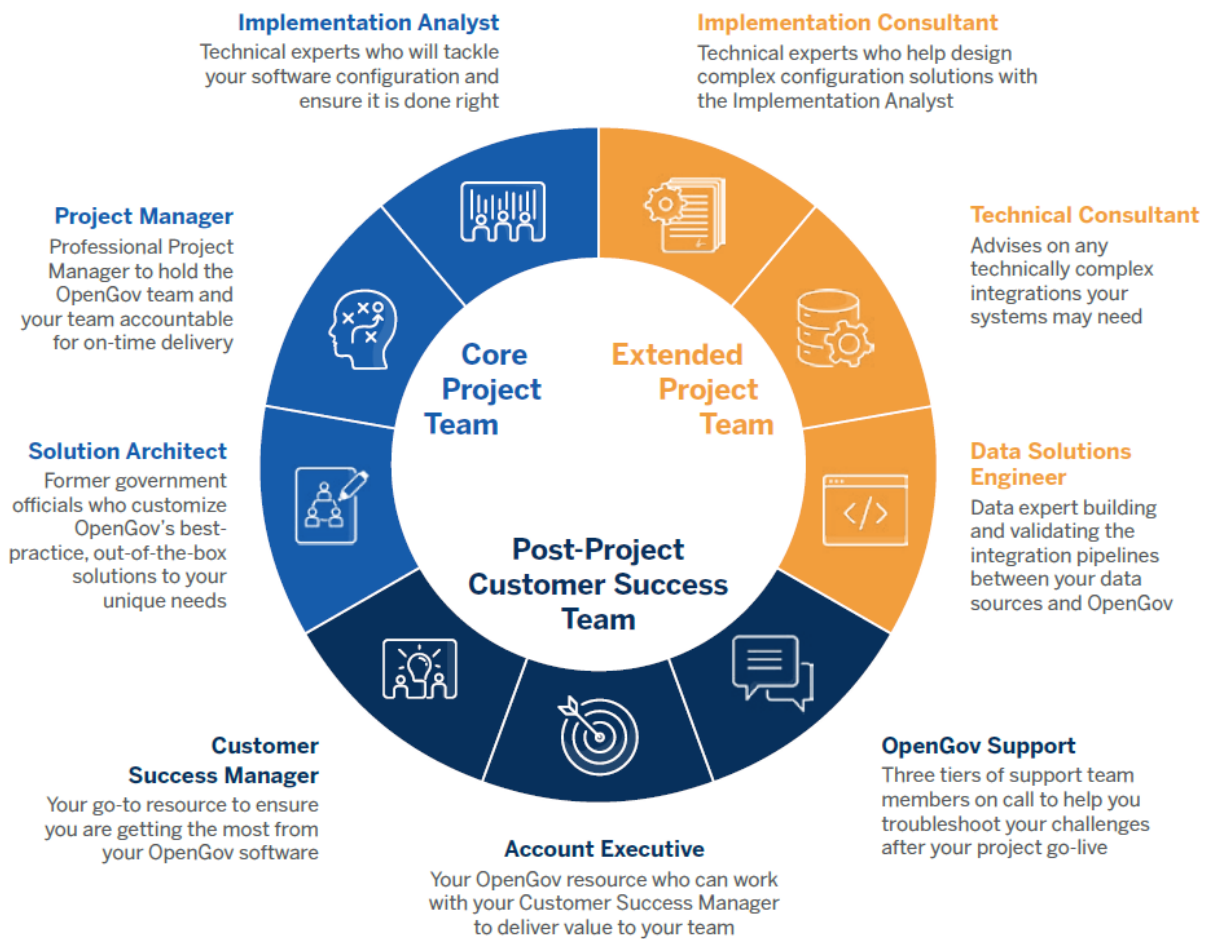
Our data-first deployment methodology is based on strategies that reduce your time to value, keep the project in motion and promote the leadership of you and your teams. To effectively deploy these strategies and keep the focus on outcomes, project progression, and your enablement, our methodology follows five key focus areas.



When you get OpenGov Professional Services, you get confidence in every step of your project. Our team's best practices ensure alignment, support, and documentation to build the foundation of a successful implementation and a software used in years to come. The OpenGov Deployment methodology prepares and enables your team for continued ownership of your OpenGov solution, made possible without dependency on IT or coding knowledge and with continued award-winning OpenGov Support.

## Delivering Success During and After the Project

We recognize the challenge of adding a new software implementation project to your already full schedule. To ensure you derive the full value from OpenGov, we've researched and invested heavily in the key drivers of our projects' success. For each of those key drivers, from project management to technical problem solving to change management, we have team members with the corresponding expertise at the ready to support. Depending on your project's needs, you will have complete coverage and support to make the most from your OpenGov software during your implementation and beyond.



## OpenGov Deployment Principles

Every implementation is based on our core principles and philosophy. OpenGov deploys all suites and solutions in alignment with these principles.

**Security and Reliability**  
Providing you with tools and processes that keep your data secure and operations secure and protected



**Quick Time to Value**  
OpenGov prioritizes milestones that deliver value quickly so you build internal credibility and start reaping benefits while we continue to deploy



**Change Management**  
Change is difficult, and we work with you to roll out your software, inspire your team, and adopt best practices



**Accurate Data**  
Designing, building, and validating your data pipelines to ensure you have 100% trust in your data and analyses



**Hypercare**  
We hold your hand every step of the implementation serving as strategic advisor, technical resource, and project manager



**Phased Implementation**  
We break a large implementation into strategic pieces to get the most out of your new software quickly during longer projects



**Training and Support**  
Training resources to ensure you and your teams hit the ground running with an award-winning support team to back you up



**Personalized Plan**  
We take our best practice plans and adapt them to your needs and your priorities to develop your team's personalized implementation



## Implementing Modern Permitting and Licensing Processes

OpenGov enables your team to use modern, collaborative software to power every permit, license, and inspection with user-friendly digital workflows. From building permits and zoning approvals to business and pet licenses, our implementation team focuses on problem-solving and ongoing partnerships. On the following page we have provided a visual representation of the key components of a Permitting & Licensing implementation project.

## 2. Align on the Project Plan

We then work on knowledge transfer and setting expectations with all involved. Together, we identify risks and create a mutually agreed upon project plan, which helps to assign responsibilities and identify risks early on. We also prep for integrations by gathering data and items needed to set up online payments and your Master Address Table (MAT).

## 4. Configure Record Types

While working on data integrations, we also build your “record types” in the system and iterate on them with you in working sessions. During this phase, we work with you to show best practices gathered from around the country. We also highlight features to optimize your operations including conditional workflows, auto-assigned approval steps, and inspection management in the mobile app.

## 6. Complete Project & Go-Live!

After your team is sufficiently trained on OpenGov, launch the new online portal to the public! Some ways include sharing the new public portal on social media, announcing it at a community meeting, or even hosting a training for potential power users such as contractors or business owners to learn system navigation.



## 1. Reaffirm Goals & Vision

During project kickoff, we reaffirm your community’s goals for improving customer service and creating operational efficiencies. We work with your subject matter experts to understand your current and future vision for permitting & licensing processes as well as ordinances, reporting requirements, issued documents, and data.

## 3. Build a Data-First Foundation

Next, we hone in on the data you need to provide us to power your new system and prep for configuration. We work with you to collect GIS information and the MAT, data to autofill form fields, Bluebeam setup, checklists for inspections, and contractor databases. If your community has chosen to load historical data, we’ll talk you through the process with our experienced team of integration engineers to answer questions and offer guidance.

## 5. Validate and Train

After the record types have been configured, we work with you to validate the drafts of applications and workflows and make final tweaks. Your team can always revise further after publication, but we’ll work with you to get everything in order. Before launch, we’ll also train your staff members with OpenGov University as administrators so that they are able to make edits in the future as needed.

# OpenGov Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



**Access to our team of Government Solution Experts:** This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



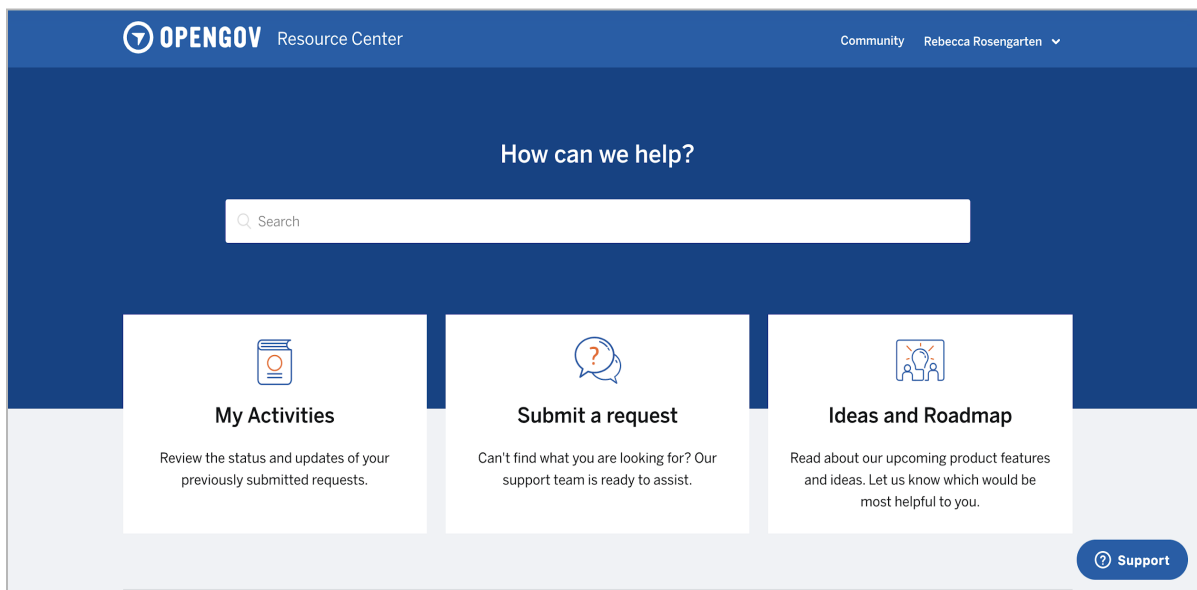
**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

## Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.



- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their OpenGov solution as mission-critical and therefore require faster response times and a designated OpenGov contact.



“People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov.”

**Kalaimani Anbuchozhan**  
Information Technology Specialist  
City of Detroit, MI

# OpenGov Premium Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our processes are designed to support you at every step of your journey toward a more effective and accountable government.

OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their OpenGov solution as mission-critical and therefore require expedited response times and a designated OpenGov contact. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

\* Support Cases are defined as issues related to the OpenGov Software Services.

We have three main components to our philosophy for ensuring every customer is successful and happy:



**Access to our team of Government Solution Experts:** This team, comprised of former government finance directors, chief information officers, procurement directors, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



**Customer Success:** Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.

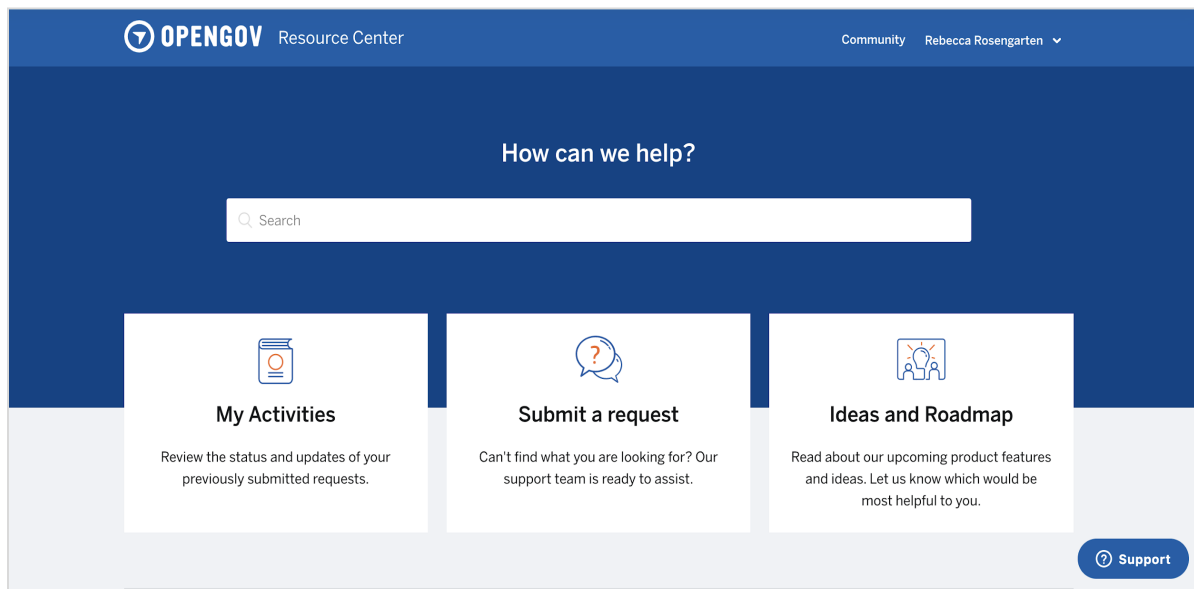


**Customer Support:** OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

## Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!
- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov."

**Kalaimani Anbuchozhan**

Information Technology Specialist  
City of Detroit, MI

# OpenGov University & Training

OpenGov is the leader in modern cloud software for our nation's cities, counties, and state agencies. On a mission to power more effective and accountable government, OpenGov serves more than 1,600 agencies across the U.S.

**OpenGov University** helps your government staff become power-users of our software. With unlimited access to the tools below, your staff can easily adopt new features and ensure that best practices are followed when business processes are enhanced with our technology solutions. Access to OpenGov University includes:



## Training from OpenGov Experts

Walk through core functionality with your OpenGov deployment team as defined in the Statement of Work.



## OpenGov Resource Center

Read help articles, review company announcements, or chat with Support.



## Self-paced learning modules

Learn OpenGov product suites with on demand training in our learning management system.



## In-app guidance

Master your software with instructions and helpful hints offered while using the software.



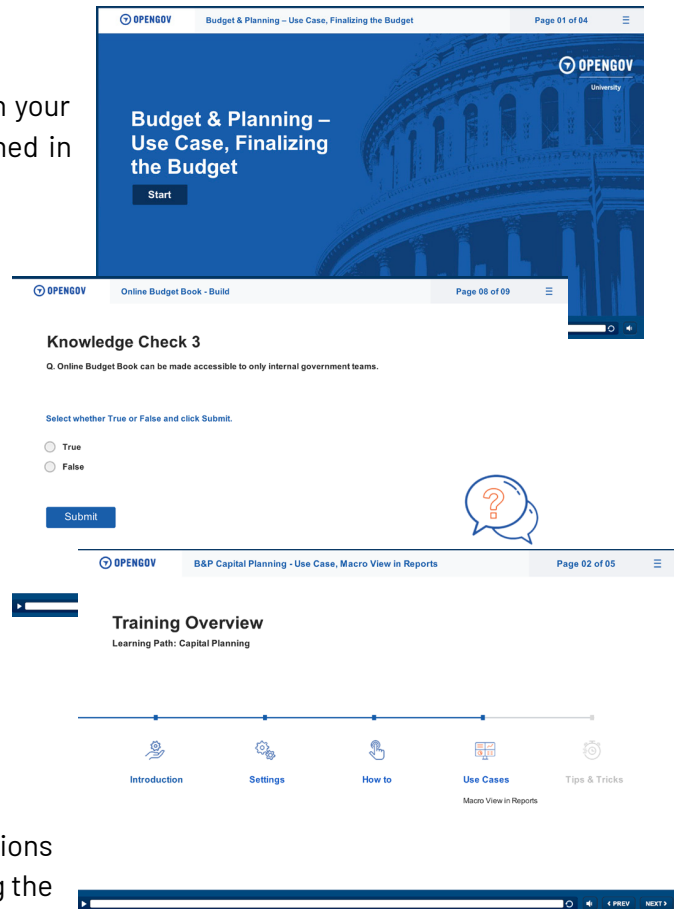
## Training Workshops

Access our recurring, virtual training series on product best practices.



## Live Training Events

Join OpenGov's hybrid or live trainings around the country.



## Benefits of OpenGov University

### Maximize your investment

Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.

### Successful Change Management

Shorten the time for a new team member to provide value to your department.

### Empower your teams

Develop confidence in working with OpenGov by understanding how to use our tools to best improve your team's effectiveness.

### Training that grows with you

Ensure that new employees have easily accessible training as both your team grows and as your future-proof technology investment evolves.

### Available on your schedule

On-demand training when you need it, to help get the entire team on the same page.

### Deliver modern software to your government

Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.



"I understand so much more about what we can do with the system after completing the OpenGov University classes, I am just so excited about the ways we are using all the features this year."

**Amelia Cruver**

Budget Director | City of Minneapolis, MN

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# Partnership Investment Summary

OpenGov's pricing model consists of both a fixed fee annual subscription for the software and a one-time cost for the professional services component. Our Professional Services cost includes all phases of implementation: Initiation, Best Practices, Configuration, Validation, Deployment, and Project Completion. OpenGov offers an unlimited user, unlimited usage pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or usage of data. Rather, we charge an annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Item	Description	Cost	Payment Schedule
<b>Software Services</b>			
<b>Permitting &amp; Licensing Suite</b> Unlimited Users	Multi-Approval Workflows Inspections Public Portal eSignatures Payment Collection Master Address Table Flag Integration ESRI ArcGIS Integration Autofill Interface Contractor License Verification Accounting & Finance Export Mobile App	<b>\$52,289</b>	Annual
<b>Procurement Suite</b> Unlimited Users	Solicitation Development Supplier Engagement Evaluations & Awards Contract Management	<b>\$14,068</b>	Annual
<b>Reporting &amp; Transparency Platform</b> Unlimited Users	Reporting Dashboards Stories Community Feedback Surveys Transparency Portal Strategic Initiatives	<b>Included in Subscription Cost</b>	Annual
<b>Professional Services Fee</b>			
<b>Software Implementation</b>	Initiation, Best Practices, Configuration, Historical Data Migration, Validation, Deployment,	<b>\$111,150</b>	One-Time

and Project Completion of the above solutions.

Post-Implementation Training & Support			
<b>Premium Support</b>	Access to phone and chat support, designated Customer Success Manager, and increased response times for support cases.	<b>Contact Us for Pricing</b>	Annual
<b>OpenGov University</b> Unlimited Users	<b>OGU On-Demand:</b> Video-based online learning courses <b>OGU Live:</b> a combination of virtual training sessions and in-person training events* <b>Resource Center:</b> a written article knowledgebase.	<b>Included</b>	Annual
<b>Customer Success Manager</b>	Dedicated human resource to support your journey as an OpenGov user with training, adoption, best practices, and general assistance throughout the OpenGov partnership.	<b>Included</b>	Annual
Total			
<b>6/1/2023 - 7/31/2023</b>	<b>\$11,060 + \$111,150 (One-Time Professional Services Fee)</b>		
<b>8/1/2023 - 7/31/2024</b>	<b>\$66,357</b>		
<b>8/1/2024 - 7/31/2025</b>	<b>\$69,675</b>		

All OpenGov contracts include an Annual Software Maintenance Price Adjustment. OpenGov shall increase the Fees payable for the Software Services during any Renewal Term by 5% each year of the Renewal Term.

\*In Person Training is available at an additional cost.

For a complete description of all solutions and add-ons, please refer to the table below.

Products & Services	Description
<b>Permitting &amp; Licensing Suite</b> Unlimited Users	OpenGov Permitting & Licensing modernizes community development and other complex civic services through highly configurable workflows replete with digital forms, signatures, and payments. Featuring a user-friendly constituent portal seamlessly integrated with backend data collection and approval rules, OpenGov Permitting & Licensing delivers an all-in-one cloud solution to streamline processes from intake through issuance.
<b>Procurement Suite</b> Unlimited Users	<p><b>Solicitation Development:</b> RFx &amp; Bid Management, Workflow Automation, Template &amp; Scope Library</p> <p><b>Supplier Engagement:</b> Supplier Self-Service, Guided Bidding, Social Engagement</p> <p><b>Evaluations &amp; Awards:</b> Multi-Phased Evaluations, Line Item Awarding, Lowest Responsive</p> <p><b>Contract Management:</b> Spend Tracking, Searchable Repository, Contract Development</p>
<b>Reporting &amp; Transparency Platform</b> Unlimited Users	<p><b>Analysis &amp; Dashboards:</b> Present complex information that the public, elected officials, departments, and administration can understand with at-a-glance insights and interactive dashboards.</p> <p><b>Stories:</b> Communicate and track strategic initiatives effortlessly with a simple drag-and-drop web-page builder and customizable themes that make it easy for board members and residents to digest key narratives.</p> <p><b>Community Feedback Surveys:</b> Solicit Citizen Feedback, run public meetings, virtual council chambers, and budget simulations using robust forms, surveys, reports, and tools for curated feedback and compliant voting.</p> <p><b>Performance Measures:</b> Sharpen your focus on outcomes by establishing and tracking relevant KPIs to keep stakeholders updated on spending, initiatives, and operations.</p>
<b>Master Address Table (MAT)</b>	With a MAT integration, OpenGov Permitting & Licensing can connect the customer's address data to the OpenGov Permitting & Licensing site, providing you with more detailed information (such as owner, parcel number, zoning, etc) about the address while reviewing records and applications.

<b>Flag Integration</b>	Flag Integration provides a data foundation of descriptors for groupings of addresses, geographical layers (i.e. FEMA Flood Zone), or regions within a jurisdiction. These descriptors or “flags” can then be used to build conditional workflows.
<b>Tax Delinquency Import</b>	This is a specific type of flag integration that adds a label to addresses within a jurisdiction denoting whether property taxes have been paid or not.
<b>ESRI ArcGIS Integration</b>	OpenGov can connect the customer’s map data to the OpenGov Permitting & Licensing site.
<b>Autofill Interface</b>	Autofills allow citizen applicants and employee users to search and select from a list of preloaded options in a form field, rather than typing in the details of a selection themselves.
<b>Contractor License Verification</b>	OpenGov can import a list of State-approved Contractors. The customer must contact the State and provide a data source.
<b>Record Data Export</b>	Flat files of Permitting & Licensing data are uploaded into an FTP site nightly or sent via email. The FTP site can be one that is managed by the customer or one that OpenGov maintains and provides the customer access to. The customer can then download these files and analyze, visualize or upload the data in whatever system they wish.
<b>Accounting &amp; Finance Export</b>	This is a nightly, customized export of the payments data from Permitting & Licensing.
<b>Bluebeam Integration</b>	This integration allows building plans to be edited digitally within the ePlan review software Bluebeam and then for those plans to be saved and viewed within OpenGov Permitting & Licensing as different versions.
<b>Document Management Interface</b>	This add-on service allows customers to import application forms, application attachments, and documents issued from OpenGov Permitting & Licensing to their Electronic Document Management systems (EDMS).
<b>Software Implementation</b>	Deployment of the Software Services, including project management, implementation, configuration, testing, report development, interface development, and go-live.
<b>Historical Data Migration</b>	OpenGov will migrate the customer’s data from a legacy system into OpenGov Permitting & Licensing. Our team offers flexibility for you to decide exactly which data needs to be migrated and where that data will be stored. We will work with you to discuss the various options available to accomplish the desired outcome. Historical data migration services may require further scoping, depending on specified systems.

<b>Standard Support</b>	Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support.
<b>Premium Support</b>	OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support Customers receive increased response times and a designated OpenGov contact.
<b>OpenGov University (OGU)</b>	Training from OpenGov experts, OpenGov Resource Center, self-paced learning modules, training workshops, and live training events.



OpenGov Inc.  
PO Box 41340  
San Jose, CA 95160  
United States

Quote Number: OG-007937  
Created On: 4/17/2023  
Order Form Expiration: 5/31/2023  
Subscription Start Date: 6/1/2023  
Subscription End Date: 7/31/2025

Prepared By: Kelly Ammons  
Email: [kammons@opengov.com](mailto:kammons@opengov.com)  
Contract Term: 26 Months

Customer Information			
Customer:	City of Lakeport, CA	Contact Name:	Nicholas Walker
Bill To/Ship To:	225 Park Street	Email:	<a href="mailto:nwalker@cityoflakeport.com">nwalker@cityoflakeport.com</a>
	Lakeport, CA	Phone:	707-263-5615
	United States		

Order Details	
Billing Frequency:	Annually in Advance
Payment Terms:	Net Thirty (30) Days

SOFTWARE SERVICES:			
Product / Service	Start Date	End Date	Annual Fee
Permitting & Licensing: Community Development Bundle OpenGov Permitting & Licensing Mobile App, Contractor Licensing, Accounting and Finance Export, Autofill Interface, Additional Permitting & Licensing Service Area, Master Address Table or Assessor System Integration, Flag Integration, Esri ArcGIS Integration, OpenGov Procurement	6/1/2023	7/31/2023	\$11,060.00
Permitting & Licensing: Community Development Bundle OpenGov Permitting & Licensing Mobile App, Contractor Licensing, Accounting and Finance Export, Autofill Interface, Additional Permitting & Licensing Service Area, Master Address Table or Assessor System Integration, Flag Integration, Esri ArcGIS Integration, OpenGov Procurement	8/1/2023	7/31/2024	\$66,357.00
Permitting & Licensing: Community Development Bundle OpenGov Permitting & Licensing Mobile App, Contractor Licensing, Accounting and Finance Export, Autofill Interface, Additional Permitting & Licensing Service Area, Master Address Table or Assessor System Integration, Flag Integration, Esri ArcGIS Integration, OpenGov Procurement	8/1/2024	7/31/2025	\$69,675.00

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:	
Product / Service	Start Date
Professional Services Deployment - Prepaid	6/1/2023
Professional Services Total: \$111,150.00	

Billing Table:		
Billing Date	Amount Due	
June 1, 2023	\$122,210.00	(Prorated Annual Software Fee + Professional Services)
August 1, 2023	\$66,357.00	(Annual Software Fee)
August 1, 2024	\$69,675.00	(5% Uplift)

**Order Form Legal Terms**

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Lakeport, CA

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

OpenGov, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# OpenGov Software Services Agreement

This Software Services Agreement ("Agreement") is entered into by OpenGov, Inc., a Delaware corporation with a principal place of business at 6525 Crown Blvd #41340, San Jose, CA 95160 ("OpenGov") and the City of Lakeport, a municipal corporation with a primary address of 225 Park St. Lakeport, CA 95453 ("City") as of the date of the last signature below (the "Effective Date"). This Agreement sets forth the terms under which City will be permitted to use OpenGov's hosted software services.

## 1. DEFINITIONS

"City" shall also mean any subordinate legal entities created or formed by the City.

"City Data" means data that is provided by City to OpenGov pursuant to this Agreement (for example, by email or through City's software systems of record), excluding any confidential personally identifiable information.

"Documentation" means the documentation for the Software Services at the City Resource Center page found at <https://opengov.zendesk.com>.

"Feedback" means suggestions, comments, improvements, ideas, or other feedback or materials regarding the Software Services provided by City to OpenGov, including feedback provided through online developer community forums.

"Intellectual Property Rights" means all intellectual property rights including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature.

"Order Form" means OpenGov's Software Services order form that: (a) specifies the Software Services provided by OpenGov; (b) references this Agreement; and (c) is signed by authorized representatives of both parties.

"Renewal Term" means each additional renewal period, which shall be for a period of equal duration as the Initial Term, for which this Agreement is extended pursuant to Section 7.2.

## 2. SOFTWARE SERVICES, SUPPORT AND PROFESSIONAL SERVICES

- 2.1. Software Services. Subject to the terms and conditions of this Agreement, OpenGov will use commercially reasonable efforts to perform the software services identified in the applicable Order Form entered into by OpenGov and City ("Software Services").
- 2.2. Support & Service Levels. Customer support is available by email to [support@opengov.com](mailto:support@opengov.com) or by using the chat messaging functionality of the Software Services, both of which are available during OpenGov's standard business hours. City may report issues any time. However, OpenGov will address issues during business hours. OpenGov will provide support for the Software Services in accordance with the Support and Software Service Levels found at <https://opengov.com/service-sla> and attached

[hereto as Exhibit A](#), as long as City is entitled to receive support under the applicable Order Form and this Agreement.

**2.3. Professional Services.**

- 2.3.1. If OpenGov or its authorized independent contractors provides professional services to City, such as implementation services, then these professional services will be described in a statement of work ("SOW") or Order Form agreed to by the parties (the "Professional Services"). Unless otherwise specified in the SOW or Order Form, any pre-paid Professional Services Fees must be utilized within one (1) year from the Effective Date. Any unused pre-paid Professional Services Fees shall be refunded to City.
- 2.3.2. Unless the SOW provides otherwise, all reasonable travel expenses, pre-approved in writing by City and incurred by OpenGov in performing the Professional Services will be reimbursed by City. Travel expenses include cost of coach airfare travel roundtrip from the individual's location to City's location, reasonable hotel accommodations, ground transportation (not to exceed the Internal Revenue Service standard rate) and meals. OpenGov shall provide receipts for all expenses.

**3. RESTRICTIONS AND RESPONSIBILITIES**

- 3.1. Restrictions. City may not use the Software Services in any manner or for any purpose other than as expressly permitted by the Software Terms. City shall not, and shall not permit or enable any third party to: (a) use or access any of the Software Services to build a competitive product or service; (b) modify, disassemble, decompile, reverse engineer or otherwise make any derivative use of the Software Services (except to the extent applicable laws specifically prohibit such restriction); (c) sell, license, rent, lease, assign, distribute, display, host, disclose, outsource, copy or otherwise commercially exploit the Software Services; (d) perform or disclose any benchmarking or performance testing of the Software Services; (e) remove any proprietary notices included with the Software Services; (f) use the Software Services in violation of applicable law; or (g) transfer any confidential personally identifiable information to OpenGov or the Software Services platform.
- 3.2. Responsibilities. City is responsible for obtaining and maintaining computers and third party software systems of record (such as City's ERP systems) needed to connect to, access or otherwise use the Software Services. City also shall be responsible for: (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) all uses of City user accounts by any party other than OpenGov.

**4. INTELLECTUAL PROPERTY RIGHTS; LICENSE GRANTS; ACCESS TO CITY DATA**

- 4.1. Software Services. OpenGov retains all right, title, and interest in the Software Services and all Intellectual Property Rights in the Software Services. The look and feel of the Software Services, including any custom fonts, graphics and button icons, are the property of OpenGov and City may not copy, imitate, or use them, in whole or in part, without OpenGov's prior written consent. Subject to City's obligations under this Agreement,

OpenGov hereby grants to City a non-exclusive, royalty-free license during the Term to use the Software Services.

- 4.2. City Data. City retains all right, title, and interest in the City Data and all Intellectual Property Rights therein. City hereby grants to OpenGov a non-exclusive, royalty-free license to, and permit its partners (which include, without limitation the hosting providers of the Software Services) to, use, store, edit and reformat the City Data, and to use City Data for purposes of sales, marketing, business development, product enhancement, customer service, or for analyzing such data and publicly disclosing such analysis ("Insights"), provided that in all such uses City Data is rendered anonymous such that City or its customers are no longer identifiable.
- 4.3. Access to City Data. City may download the City Data from the Software Services at any time during the Term, other than during routine software maintenance periods. OpenGov must return City Data to City upon request and/or upon termination of this Agreement for any or no reason.
- 4.4. Feedback. City hereby grants to OpenGov a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use and incorporate into the Software Services and Documentation City's Feedback. OpenGov will exclusively own any improvements or modifications to the Software Services and Documentation based on or derived from any of City's Feedback including all Intellectual Property Rights in and to the improvements and modifications.

## 5. CONFIDENTIALITY

- 5.1. Each party (the "Receiving Party") agrees not to disclose any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except as provided below. The Receiving Party further agrees: (a) to use and disclose the Confidential Information only in connection with this Agreement; and (b) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party.
- 5.2. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including this Agreement). OpenGov's Confidential Information includes, without limitation, the software underlying the Software Services and all Documentation.
- 5.3. Notwithstanding the foregoing, "Confidential Information" does not include: (a) "Public Data," which is data that the City has previously released to the public, would be required to release to the public, upon request, according to applicable federal, state, or local public records laws, or City requests OpenGov make available to the public in conjunction with the

Software Services. Confidential Information does not include (b) information that has become publicly known through no breach by the receiving party; (c) information that was rightfully received by the Receiving Party from a third party without restriction on use or disclosure; or (d) information independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

## 6. PAYMENT OF FEES

### 6.1. Fees; Invoicing; Payment; Expenses.

- 6.1.1. Fees. The fees for the Software Services for the Initial Term and any Renewal Term ("Software Services Fees") and the fees for Professional Services ("Professional Services Fees") are set forth in the applicable Order Form. Software Services Fees and Professional Services Fees shall hereafter be referred to as "Fees". Except to the extent otherwise expressly stated in this Agreement or in an Order Form, (a) all obligations to pay Fees are non-cancelable and all payments are non-refundable, (b) City must pay all Fees due under all Order Forms and SOWs within 30 days after City receives and approves each invoice (invoices are deemed received when OpenGov emails them to City's designated billing contact); (c) the Software Service Fee shall be due annually in advance, and (d) City may withhold or adjust progress payments for invoiced fees for Professional Services if the project benchmarks set forth in the Order Form are not satisfactorily completely and accepted by City according to the Billing Frequency. City shall provide justification to OpenGov for any withholding or adjustment of progress payments for fees for Professional Services and City shall not unreasonably withhold any progress payment or portion thereon for work completed by OpenGov and accepted by City.
- 6.1.2. Annual Software Maintenance Price Adjustment. To account for inflation, OpenGov may increase the Fees payable for the Software Services during any Renewal Term by up to 5% each year of the Renewal Term, provided that the percentage increases do not exceed the year-over-year annual increase in the Consumer Price Index, San Francisco Metropolitan Area – All Urban Consumers (CPI-U).
- 6.1.3. Invoicing and Payment. OpenGov will invoice the City according to the Billing Frequency and the completed and accepted project benchmarks listed on the Order Form or SOW. City shall pay all invoices according to the Payment Terms listed on the Order Form or SOW.
- 6.1.4. Travel Expenses. Unless the Order Form or SOW provides otherwise, OpenGov will invoice City for travel expenses, pre-approved by the City, incurred in connection with each Order Form as they are incurred. Each invoice will include receipts for all expenses listed. City shall pay all undisputed invoices within 30 days of receipt of invoice.
- 6.1.5. Customer Delays; On Hold.
  - 6.1.5.1. On Hold Notice. Excluding delays caused by Force Majeure as described in Section 10.5, if OpenGov determines that City's personnel or contractors are not completing City's responsibilities described in the applicable SOW or Order

Form timely or accurately, OpenGov shall promptly, but in no event more than 30 days from the date of such determination deliver to City a notice (an "On Hold Notice") that (a) designates the Professional Services to be provided to the City as "On Hold" and (b) details City's obligations and responsibilities necessary for OpenGov to continue performing the Professional Services. It shall be a breach of this Agreement for City to not fulfill the obligations and cure the deficiencies set forth in the On Hold Notice within 30 days of the City's receipt of said On Hold Notice.

6.1.5.2. Effects of On Hold Notice. Upon issuing an On Hold Notice, OpenGov shall be entitled, without penalty, to (a) reallocate resources otherwise reserved for the performance of the Professional Services, and (b) stop or caused to be stopped the Professional Services to be provided to the City until the City has fulfilled its obligations as set forth in the On Hold Notice. OpenGov shall remove the "On Hold" status, only upon City's fulfillment of its obligations set out in the On Hold Notice. Upon City's fulfillment of its obligations in the On Hold Notice, OpenGov may, in its sole discretion, extend the timeline to complete certain Professional Services up to 6 weeks, depending on the availability of qualified team resources (OpenGov cannot guarantee that these team resources will be the same as those who were working on the project prior to it being placed On Hold). OpenGov shall bear no liability or otherwise be responsible for delays in the provision of the Professional Services occasioned by City's failure to complete City's responsibilities or adhere to a City schedule which were brought to the attention of the City on a timely basis, unless such delays result, directly or indirectly from the failure of OpenGov or its authorized independent contractors to perform the Professional Services in accordance with this Agreement or applicable Order Form or SOW.

6.2. Consequences of Non-Payment. If City fails to make any undisputed payments required under this Agreement, any Order Form or SOW, then in addition to any other rights OpenGov may have under this Agreement or applicable law, City will owe late interest penalty of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. In addition, if City's account remains delinquent (with respect to payment of a valid invoice) for 30 days after receipt of a delinquency notice from OpenGov, which may be provided via email to City's designated billing contact, OpenGov may temporarily suspend City's access to the Software Service for up to 90 days to pursue good faith negotiations before pursuing termination in accordance with Section 7. City will continue to incur and owe all applicable Fees irrespective of any such Service suspension based on such City delinquency.

6.3. Taxes. All Fees under this Agreement are exclusive of any applicable sales, value-added, use or other taxes ("Sales Taxes"). City is solely responsible for any and all Sales Taxes, not including taxes based solely on OpenGov's net income. If any Sales Taxes related to the Fees under this Agreement are found at any time to be payable, the amount may be billed by OpenGov to, and shall be paid by, City. If City fails to pay any Sales Taxes, then City will be

liable for any related penalties or interest, and will indemnify OpenGov for any liability or expense incurred in connection with such Sales Taxes. In the event City or the transactions contemplated by the Agreement are exempt from Sales Taxes, City agrees to provide OpenGov, as evidence of such tax exempt status, proper exemption certificates or other documentation acceptable to OpenGov.

## **7. TERM & TERMINATION**

- 7.1. Initial Term. Subject to compliance with all terms and conditions, the term of this Agreement shall commence on the Effective Date and shall continue until the Subscription End Date specified on the Order Form (the "Initial Term"), unless sooner terminated pursuant to Section 7.3 below.
- 7.2. Renewal. This Agreement shall automatically renew for another period of the same duration as the Initial Term (the "Renewal Term" and together with the Initial Term, the "Term"), unless either party notifies the other party of its intent not to renew this Agreement in writing no less than 30 days before the end of the Initial Term.
- 7.3. Termination. Neither party shall have the right to terminate this Agreement without a legally valid cause, except upon notice as provided in Section 7.2. If either party materially breaches any term of this Agreement and fails to cure such breach within 30 days after receiving written notice from the non-breaching party, the non-breaching party may terminate this Agreement.
- 7.4. Effect of Termination. Upon termination pursuant to Section 7.3 or expiration of this Agreement pursuant to Section 7.1 or 7.2:
  - 7.4.1. City shall pay in full for all Software Services and Professional Services performed up to and including the effective date of termination, (a) all Software Services provided to City hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.
  - 7.4.2. Deletion of City Data. Unless otherwise requested pursuant to this Section 7.4.2, upon the expiration or termination of this Agreement the City Data shall be returned to the City or, upon City's request which shall be provided in writing, deleted pursuant to OpenGov's standard data deletion and retention practices. OpenGov shall give City up to 10 days after expiration or termination for the City to download City Data from the Software Services. Upon written request, City may request deletion of City Data prior to the date of termination or expiration of this Agreement. Such a request must be addressed to "OpenGov Vice President, Customer Success" at OpenGov's address for notice described at Section 10.2.
- 7.5. Survival. The following sections of this Agreement shall survive termination: Section 5 (Confidentiality), Section 6 (Payment of Fees), Section 7.4.2 (Deletion of City Data), Section 8.3 (Warranty Disclaimer), Section 9 (Limitation of Liability) and Section 10 (Miscellaneous).

## **8. REPRESENTATIONS AND WARRANTIES; DISCLAIMER**

- 8.1. By OpenGov.



- 8.1.1. General Warranty. OpenGov represents and warrants that it has all right and authority necessary to enter into and perform this Agreement.
- 8.1.2. Professional Services Warranty. OpenGov represents and warrants that the Professional Services, if any, will be performed in a professional and skillful manner in accordance with the related SOW and generally prevailing industry standards. For any breach of the Professional Services warranty, City may (a) require OpenGov to meet with City to review the quality of the work and resolve matters of concern, and (b) require OpenGov to repeat the work at no additional charge until it is satisfactory., City's exclusive remedy and OpenGov's entire liability will be the re-performance of the applicable services at no additional cost to the City. If OpenGov is unable to re-perform all such work as warranted, City will be entitled to recover all fees paid to OpenGov for the deficient work. City must make any claim under the foregoing warranty to OpenGov in writing within 90 days of performance of such work in order to receive such warranty remedies.
- 8.1.3. Software Services Warranty. OpenGov further represents and warrants that for a period of 90 days, the Software Services will perform in all material respects in accordance with the Documentation. The foregoing warranty does not apply to any Software Services that have been used in a manner other than as set forth in the Documentation and authorized under this Agreement. OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Any claim submitted under this Section 8.1.3 must be submitted in writing to OpenGov during the Term. OpenGov's entire liability for any breach of the foregoing warranty is to repair or replace any nonconforming Software Services so that the affected portion of the Software Services operates as warranted or, if OpenGov is unable to do so, terminate the license for such Software Services and refund the pre-paid, unused portion of the Fee for such Software Services.
- 8.2. By City. City represents and warrants that (a) it has all right and authority necessary to enter into and perform this Agreement; and (b) that OpenGov's use of the City Data pursuant to this Agreement will not infringe, violate or misappropriate the Intellectual Property Rights of any third party.
- 8.3. Disclaimer. **OpenGov does not warrant that the Software Services will be uninterrupted or error-free. Nor does it make any warranty as to the results that may be obtained from use of the Software Services. Except as set forth in this Section, the Software Services are provided "as is" and OpenGov disclaims all other warranties, express or implied, including implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement.**

## 9. LIMITATION OF LIABILITY

- 9.1. By Type. **Neither party, nor its suppliers, officers, affiliates, representatives, contractors, or employees shall be responsible or liable with respect to any subject matter of this agreement under any circumstances or any theory of liability (a) for error or interruption of use or for loss or inaccuracy of data or cost of procurement of substitute goods or**

**services or loss of business; (b) for any indirect, exemplary, punitive, incidental, special, or consequential damages; or (c) for any matter beyond the party's reasonable control, even if the party has been advised of the possibility of such loss or damage.**

- 9.2. **By Amount.** In no event shall either party's aggregate, cumulative liability for any claims arising out of or in any way related to this Agreement exceed the fees paid by City to OpenGov (or in the case of City, payable) for the Software Services under this Agreement in the 12 months prior to the act that gave rise to the liability.
- 9.3. **Limitation of Liability Exclusions.** The limitations of liability set forth in Sections 9.1 and 9.2 above do not apply to, and each party accepts liability to the other for: (a) claims based on either party's intentional breach of its obligations set forth in Section 5 (Confidentiality), (b) claims arising out of fraud or willful misconduct by either party and (c) either party's unauthorized use, distribution, or disclosure of the other party's intellectual property.
- 9.4. **Conflict with Governing Law.** The above limitations apply only in jurisdictions where they are permitted. The parties intend to give effect to these limitations subject to the governing law specified in Section 10.10.

## **10. MISCELLANEOUS**

- 10.1. **Logo Use.** With written approval by City, OpenGov may use and display City's logos and trade names for marketing and promotional purposes in connection with OpenGov's website and marketing materials, subject to City's trademark usage guidelines provided to OpenGov.
- 10.2. **Notice.** Ordinary day-to-day operational communications may be conducted by email, live chat or telephone communications. However, for notices, including legal notices, required by the Agreement (in Sections where the word "notice" appears) the parties must communicate more formally in a writing given by personal delivery, by pre-paid first-class mail or by overnight courier to the address specified in the most recent Order Form (or such other address as may be specified in writing in accordance with this Section).
- 10.3. **Anti-corruption.** Neither OpenGov nor any of its employees or agents has offered or provided any illegal or improper payment, gift, or transfer of value in connection with this Agreement. The parties will promptly notify each other if they become aware of any violation of any applicable anti-corruption laws in connection with this Agreement.
- 10.4. **Injunctive Relief.** The parties acknowledge that any breach of the confidentiality provisions or the unauthorized use of a party's intellectual property may result in serious and irreparable injury to the aggrieved party for which damages may not adequately compensate the aggrieved party. The parties agree, therefore, that, in addition to any other remedy that the aggrieved party may have, it shall be entitled to seek equitable injunctive relief without being required to post a bond or other surety or to prove either actual damages or that damages would be an inadequate remedy.
- 10.5. **Force Majeure.** Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, or failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or

prevented from performing.

- 10.6. Severability; Waiver. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement. There are no third-party beneficiaries to this Agreement.
- 10.7. Assignment. Except as set forth in this Section, neither party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations to a third party without the other party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Either party may assign, without such consent but upon written notice, its rights and obligations under this Agreement to: (i) its corporate affiliate; or (ii) any entity that acquires all or substantially all of its capital stock or its assets related to this Agreement, through purchase, merger, consolidation, or otherwise. Any other attempted assignment is void. This Agreement will only bind and benefit permitted successors and assigns.
- 10.8. Independent Contractors. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect.
- 10.9. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.
- 10.10. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of California without regard to its conflict of law provisions. Exclusive jurisdiction for litigation of any dispute, controversy, or claim arising out of or in connection with this Agreement shall be only in the Federal or State Court with competent jurisdiction located in Lake County, California, and the parties hereby submit to the personal jurisdiction and venue therein.
- 10.11. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No modification of this Agreement will be binding, unless in writing and signed by an authorized representative of each party.
- 10.12. Coordination of Work. OpenGov shall be responsible for coordination and internal checking of its work products. OpenGov shall be responsible for the completeness and accuracy of installation, specifications, reports, testing and other work performed by OpenGov.
- 10.13. Cooperation with City. OpenGov shall cooperate with City and City staff in the performance of all work herein.
- 10.14. [Reserved].
- 10.15. Litigation Support. OpenGov agrees to testify at City's request if litigation is brought against City in connection with OpenGov's software. Unless the action is brought by OpenGov or is based upon OpenGov's negligence, City will compensate OpenGov for the preparation and the testimony at OpenGov's standard hourly rates

10.16. Interest of OpenGov.

10.16.1. OpenGov (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this contract or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of OpenGov's services hereunder. OpenGov further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this contract.

10.16.2. OpenGov is not a designated employee within the meaning of the Political Reform Act because OpenGov:

10.16.2.1. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

10.16.2.2. possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

10.17. Interest of Members and Employees of City. No member of the City and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the carrying out of any project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement, nor shall any such person participate in any decision relating to this Agreement which affects his/her personal interests or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested.

10.18. Liability of Members and Employees of City. No member of the City and no other officer, employee or agent of the City shall be personally liable to OpenGov or otherwise in the event of any default or breach of the City, or for any amount which may become due to OpenGov or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

10.19. Indemnification of City. OpenGov shall hold harmless, defend and indemnify the City and its officers, officials, agents, employees and volunteers from and against all and all claims, demands, costs, liability or obligations, including attorney fees, arising out of or in any way connected with the performance of the work described herein, caused in whole or in part by any act or omission of OpenGov, any of its sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.. The City has no liability or responsibility for any accident, loss or damage to any work performed under this Agreement whether prior to its completion and acceptance or otherwise. This provision does not, however, require OpenGov to indemnify, hold harmless, or defend the City from its own negligence. OpenGov's duty to indemnify and hold harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10.20. Indemnity – Claims for Professional Liability. OpenGov hereby agrees to defend, indemnify and save harmless the City, its officers, agents, employees and representatives, from and against all claims, liability or obligations brought on account of or arising out of the

professional negligent acts, errors, or omissions, whether alleged or actual, of OpenGov or its subcontractors, agents or employees in performance of services under this Agreement.

- 10.21. Timing. Parties shall employ good faith and best efforts to meet respective deadlines for implementation.
- 10.22. Injury and Illness Prevention Program. OpenGov certifies that it is aware of and has complied with the provisions of California Labor Code Section 6401.7, which requires every employer to adopt a written injury and illness prevention program.
- 10.23. Written Notification. Any notice, demand, request, consent, approval or communications that either party desires or is required to give to the other party shall be in writing and served personally or sent by prepaid, first-class mail, or by overnight courier. In addition, a copy of any such notice shall be sent by email to [legal@opengov.com](mailto:legal@opengov.com). Any such notice, demand, etc. shall be addressed to the other party at the address set forth below pursuant to Section 10.2. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City:                      City of Lakeport  
   Attn: City Manager  
   225 Park Street  
   Lakeport, CA 95453

If to OpenGov:              Title  
   6525 Crown Blvd #41340  
   San Jose, CA 95160

- 10.24. OpenGov's Books and Records.
- 10.24.1. OpenGov shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to OpenGov to this Agreement.
- 10.24.2. OpenGov shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- 10.24.3. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Notwithstanding the above, in no event shall any audit occur: (1) more than once per calendar year, (2) without giving at least three business days prior written notice (3) outside of OpenGov's normal business hours, or (4) on systems where such audit may, in OpenGov's sole reasonable discretion, violate its third party confidentiality obligations. Copies of such documents shall be provided to City for inspection at Lakeport City Hall when it is practical to do so. Otherwise,

unless an alternative is mutually agreed upon, the records shall be available at OpenGov's address indicated for receipt of notices in this Agreement.

- 10.24.4. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment, or termination of OpenGov's business, City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in Lakeport City Hall. Access to such records and documents shall be granted to any party authorized by OpenGov, OpenGov's representatives, or OpenGov's successor-in-interest.
- 10.24.5. Pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under the Agreement.
- 10.25. Equal Employment Opportunity. OpenGov is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. OpenGov will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religion, disability (mental or physical), sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, family status, source of income, age, creed, or any other unlawful basis. OpenGov will take affirmative action to ensure that employees are treated during such employment without regard to race, color, ancestry, national origin, religion, disability (mental or physical), medical condition, sex, gender, sexual orientation, gender identity, gender expression, genetic information, marital status, family status, military or veteran status, source of income, age, creed, or any other unlawful basis. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. OpenGov further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 10.26. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.
- 10.27. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
- 10.28. Except as otherwise allowed by City in its sole discretion, OpenGov and all sub-contractors shall have acquired, at OpenGov's expense, a business license from the City in accordance with Chapter 5.04 of the Lakeport Municipal Code, prior to City's issuance of an authorization to proceed with the Software and Professional Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from OpenGov until such time as OpenGov complies with this section.

## 11. INSURANCE.

11.1. Minimum Scope of Insurance.

- 11.1.1. OpenGov agrees to have and maintain, for the duration of the contract, a General Liability insurance policy insuring him/her and his/her firm to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate for bodily injury, personal injury and property damage.
- 11.1.2. OpenGov agrees to have and maintain for the duration of the contract an Automobile Liability insurance policy insuring him/her and his/her staff to an amount not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.
- 11.1.3. OpenGov shall maintain professional Technology Errors and Omissions and Network Security/Privacy Liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from OpenGov's operations under this Agreement, whether such operations be by OpenGov or by its employees or subcontractors. The amount of this insurance shall not be less than One Million Dollars (\$1,000,000.00) on a claims-made annual aggregate basis. Coverage shall include, but not be limited to, technology errors and omissions to cover liability exposures including technology services, technology products, media content, network security breaches, extortion threats, crisis management expense, and business interruption and negligent acts, errors, mistakes, and omissions arising out of the work or services performed by OpenGov, or any person employed or contracted by OpenGov. Coverage shall also include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; violation of any federal, state or local law or regulation in connection with the protection of information including fines and penalties to the extent allowed by applicable law; notification and crisis management costs, identity theft monitoring and regulatory defense; disclosure of any third party's proprietary information including, without limitation, trade secrets, and liability for interruption of City's business or activity including, without limitation, claims for loss of use and loss of profits, provided that any of the foregoing are caused wholly or partially, or are attributable to, the vendor. The coverage in all cases shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two months.
- 11.1.4. A Workers' Compensation and Employers' Liability policy written in accordance with the laws of the State of California and providing coverage for any and all employees of OpenGov:
  - 11.1.4.1. This policy shall provide coverage for Workers' Compensation (Coverage A).
  - 11.1.4.2. This policy shall also provide coverage for One Hundred Thousand Dollars (\$100,000.00) Employers' Liability (Coverage B).
- 11.1.5. All of the following endorsements are required to be made a part of each of the required policies, except for the Professional Liability and Workers' Compensation and Employers' Liability policies, as stipulated below:
  - 11.1.5.1. By Blanket Endorsement: "The City of Lakeport, its officers, officials, employees and volunteers are hereby added as additional insured, but only as respects work done by, for, or on behalf of the named insured."
  - 11.1.5.2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance the City may possess, including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance only and shall not contribute with it."



- 11.1.5.3. "This insurance shall act for each insured and additional insured as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company." OpenGov's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 11.1.6. OpenGov shall provide to the City all certificates of insurance with original endorsements affecting coverage required by this paragraph. Certificates of such insurance shall be filed with the City on or before commencement of performance of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- 11.1.7. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its employees, officers, agents and contractors.
- 11.2. All Coverage. Each insurance policy required herein shall provide that coverage shall not be canceled, except after 30 days' prior written notice has been given to the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.
- 11.3. Acceptability of Insurers. Insurance is to be placed with insurers with a Best rating of no less than A:VII.
- 11.4. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, OpenGov shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

*Signature page follows.*

Signature Page to OpenGov Software Services Agreement

**Signatures**

**City of Lakeport:** \_\_\_\_\_

**OPENGov, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**SUPPORT AND SOFTWARE SERVICE LEVELS**

This Support and Software Services Levels Exhibit (“**Support Exhibit**”) is to OpenGov’s Software Services Agreement, as amended (the “**Agreement**”). Capitalized terms not defined herein have the meaning indicated in the Agreement and its associated Order Form(s).

**I. SUPPORT FOR OPENGOV SOFTWARE SERVICES:**

**A. SUPPORT PLANS**

OpenGov offers two types of technical support plans for all support issues relating to the OpenGov Software Services in accordance with Table 1:

**TABLE 1 Standard and Premium Support Offerings and Service Level**

<b>Offering</b>	<b>Standard</b>	<b>Premium</b>
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓
<b>SEVERITY LEVEL</b>	<b>FIRST RESPONSE TIME</b>	
Urgent	<b>One (1) Business Hour</b>	<b>One (1) Calendar Hour</b>
High	<b>One (1) Business Day</b>	<b>Two (2) Business Hours</b>
Normal	<b>Four (4) Business Days</b>	<b>Eight (8) Business Hours</b>
Low	<b>Eight (8) Business Days</b>	<b>Two (2) Business Days</b>

*\* Support Cases are defined as issues related to the OpenGov Software Services.*

**1. Severity Level Definitions**

**Severity Level Urgent:** Customer experiences complete loss of use of the Software Services, meeting the definition of “Unavailable” in Section V-A-1 below and no procedural workaround exists, thereby blocking a Customer’s business operations.

**Severity Level High:** Customer experiences a severe defect or configuration issue with the use of the Software Services and no procedural workaround exists, thereby causing a high impact to Customer’s business operations (excluding Software Service failures that qualify as Severity Level Urgent).

**Severity Level Normal:** Customer experiences a problem where the use of the Software Services are partially reduced, thereby causing a low-to-medium impact to Customer’s business operations. A procedural workaround exists (excluding Software Service issues that qualify as Severity Level Urgent or High).

**Severity Level Low:** Routine Software Service support requests relating to issues where the use of the Software Service is negligibly reduced thereby causing a no-to-low impact to a Customer's business operations (excluding Software Service issues that qualify as Severity Level Urgent, High or Normal).

**2. Assignment of Severity Levels:** OpenGov will determine the Severity Level assigned to each support issue in its reasonable discretion, but taking into consideration the Severity Level input by Customer.

**3. First Response Time:** OpenGov will use commercially reasonable efforts to respond (via OpenGov's Normal Support Channels) to each support issue reported by the Customer within the applicable response time in Table 1, depending on the applicable severity level and Support Plan contracted by the Customer. "**Business Days**" are Monday-Friday, excluding holidays (which said holidays are described in our Resource Center). "**Business Hours**" are 4:00 AM PT to 7:00 PM PT Business Day.

## **II. SUPPORT REQUEST PORTAL & RESOURCE CENTER:**

A. Customer must opt-in to OpenGov's support portal ("**Support Portal**") to take required actions relating to support and use of the Software Services.

B. Customer must opt-in to the Resource Center to receive certain important information about updates and other changes to the Software Services

## **III. EXCLUSIONS**

This Support Exhibit does not apply to any: (a) features designated Beta or Limited Availability (unless otherwise stated in the associated Documentation), (b) features excluded from the Support Exhibit, (c) responding to problems caused by third party software, (d) configuration changes for third party software, (e) support for issues related to the operation of the Software Services on local personal computers and related printing issues; problems with the browser and loading the required add-on programs; support for using Vision and Intellicus reporting tools, (f) firewall support, (g) responding to problems caused by hardware, (h) issues with ViewPoint ViewPermit Software, (i) on-site support, and (j) errors: (i) caused by factors outside of OpenGov's reasonable control, including misuse, accidents, Customer neglect, or fire; (ii) that resulted from Customer's equipment, software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement, (iv) that result from Customer's unauthorized action or lack of action when required, or from Customer's employees, agents, contractors, or vendors, or anyone gaining access to OpenGov's network by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to follow appropriate security practices; or (v) that result from Customer's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Customer's use of the Software Services in a manner inconsistent with the features and functionality of the Software Services (for example, attempts to perform operations that are not supported) or inconsistent with OpenGov's published guidance.

## **IV. PREMIUM SERVICES**

A. Customers who subscribe to Premium Services will be assigned an OpenGov Designated Contact or "**Named Contact**". A Named Contact is a designated point of contact who provides coordination and access to consulting, training, and configuration services. In addition, Named Contacts will provide quarterly reviews with the Customer to review outstanding support items, upcoming projects, and technical needs.

B. "**Premium Services**" are defined as services in addition to the "Standard" support provided with the annual OpenGov Software Services. Premium Services are available at OpenGov's discretion and will be billed on a time and materials basis at the then current billable rate..

- i. **OpenGov Consultation and Training.** Step by step instruction, and problem solving by a product or subject matter expert to Customer for users of the Software Services. OpenGov will provide web based, one-on-one remote training to any user during normal OpenGov business hours. This does not include training for newly purchased Software Services that are in deployment. Training is only included for Software Services purchased. Customer users must have a working knowledge of their job function, and of the Software Services.
- ii. **OpenGov Software Services Configuration:** Configuration of the Software Services, with direction by the Customer. These configuration services are available for currently licensed software and at the sole discretion of OpenGov.

## **V. OPENGOV SOFTWARE SERVICES:**

### **A. SOFTWARE SERVICE LEVELS**

#### **1. Uptime Commitment**

The Quarterly Uptime Percentage for the Software Service (excluding the Permitting, Licensing and Code Enforcement / Citizen Services Software Services and any OpenGov software not hosted by OpenGov) will be ninety-nine and nine-tenths percent (99.9%) (the “**Uptime Commitment**”). The Uptime Commitment for Permitting, Licensing and Code Enforcement / Citizen Services Software Services will be ninety-nine percent (99%). Subject to the exclusions described in Subsection V.A.2 below, “**Quarterly Uptime Percentage**” is calculated by subtracting from 100% the percentage of 1-minute periods during any quarterly billing cycle (i.e., 3 calendar months) in which the Software Services (are) Unavailable out of the total number of minutes in that quarterly billing cycle. “**Unavailable**” and “**Unavailability**” mean that, in any 1-minute period, all connection requests received by the Software Services failed to process (each a “**Failed Connection**”); provided, however, that no Failed Connection will be counted as a part of more than one such 1-minute period (e.g. a Failed Connection will not be counted for the period 12:00:00-12:00:59 and the period 12:00:30-12:01:29). The Quarterly Uptime Percentage will be measured based on the industry standard monitoring tools OpenGov uses.

#### **2. Exclusions from Quarterly Uptime Percentage**

Notwithstanding anything to the contrary in this exhibit, any Software Service Unavailability issues resulting from any of the following will be excluded from calculation of Quarterly Uptime Percentage:

**2.1** Regularly scheduled maintenance of the Software Service that is communicated by OpenGov at least twenty-four (24) hours in advance via the Support Portal. (OpenGov typically schedules such regularly scheduled maintenance twice per month);

**2.2** any issues with a third-party service to which Customer subscribes (e.g. Budget Book by Workiva);

**2.3** any problems not caused by OpenGov that result from (a) computing or networking hardware, (b) other equipment or software under Customer’s control, (c) the Internet, or (d) other issues with electronic communications;

**2.4** OpenGov’s suspension or termination of the Software Service in accordance with the Agreement and/or its associated Order Form;

**2.5** the Software Service is experiencing an unforeseeable amount of user requests from Customer;

**2.6** software that has been subject to unauthorized modification by Customer;

**2.7** negligent or intentional misuse of the Software Service by Customer; or

**2.8** “Beta” or “limited availability” products, features and functions identified as such by OpenGov.

Customer may elect to use certain billable OpenGov Professional Software Services to resolve issues associated with the excluded areas listed in this Subsection V-A-2. Such Professional Software Services may require Customer to complete a network assessment, and/or give OpenGov access to Customer’s network, in order to diagnose the issue.

### **3. Process**

Customer shall notify OpenGov of any Unavailability via the Support Portal. Customer shall provide such notification within thirty (30) days of the Unavailability event.



# **Statement of Work**

**City of Lakeport, CA**

Creation Date: 4/10/2023  
Document Number: PS-03931  
Version Number: 1  
Created by: Sidney Barnes



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# 1. Overview and Approach

## 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Lakeport, CA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

## 2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Procurement suite as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

### 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Procurement solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

## 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Lakeport, CA in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.
- C. Use personnel and resources located across the United States, and may also include OpenGov-trained staffing contractors to support the delivery of services.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2), and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Procurement Suite
  - i. Customer will provide complete and correct boilerplate language for solicitation and contract templates within two (2) weeks immediately following the kick-off meeting.
  - ii. OpenGov template configuration will include up to two (2) solicitation templates and up to two (2) contract templates (See Appendix B for list).
  - iii. Customer will provide a complete and accurate contracts log and vendor list for import to OpenGov.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW. The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

#### **Planning**

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and

- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

### **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

### **Completion Criteria:**

This is an on-going activity which will be considered complete at the end of the Services

### **Deliverable Materials:**

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

## **2.4.2. Activity 2 – Initialization**

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

### **Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

### **Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

## **2.4.3. Activity 3 – OpenGov Use Cases**

OpenGov will provide the following:

#### Procurement Use Cases

- A. Automate Solicitation Development
- B. Enhance Supplier Engagement and Collaboratively Evaluate + Award
- C. Make Contract Management Centralized and Proactive

#### **Completion Criteria:**

This activity will be considered complete when:

#### Procurement Use Cases

- Vendor Portal is configured
- Vendor List is imported
- Solicitation Templates are configured
- Intake Request Template and Workflow are configured
- Contracts Log is imported
- Contract Templates are configured

#### **Deliverable Materials:**

- Formal sign off document

### 2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

#### **Completion Criteria:**

- Administrator training is provided
- Agency-wide intake training is provided

#### **Deliverable Materials:**

- Formal sign off document

## 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

## 2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

## 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of August 31, 2023 ("End Date") or on other dates mutually agreed to between you and OpenGov.

## 2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Procurement Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4
Procurement Suite	Supplier Engagement, Evaluation, & Award Solution				
	Solicitation Development Solution				
	Contract Management Solution				
	Intake End User Training				
Reporting & Transparency					
GoLive Support	Hypercare				
Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.					

## 2.9. Charges

The Services will be conducted on a Fixed Price basis. The fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

Customer shall reimburse OpenGov for reasonable out-of-pocket expenses OpenGov incurs providing Professional Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. OpenGov shall not exceed the estimated \$5,000 expenses without written approval from the Customer.

## 2.10. Offer Expiration Date

This offer will expire on July 10, 2023 unless extended by OpenGov in writing.



# Appendix A: Engagement Charter

## A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

## A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

### A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Professional Services team assigned.

## Appendix B: Implementation Activities

### B-1: OpenGov Procurement Suite

#### Instance Creation

Procurement Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
<b>Website Instance Creation</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Build customer portal and upload Customer's logo.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Provide logo.</li> <li>• Confirm access to the Portal.</li> </ul>

#### Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Technical Project Review</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Provide up to one (1) two-hour working session at the beginning of the project to:               <ul style="list-style-type: none"> <li>o Finalize list of templates</li> <li>o Review technical requirements</li> <li>o Provide documentation on requirements and processes</li> </ul> </li> </ul> OpenGov Assumptions: <ul style="list-style-type: none"> <li>• Boilerplate language will be provided within two (2) weeks immediately following the kick-off meeting.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Identify relevant participants for attendance.</li> <li>• Confirm deliverables.</li> <li>• Gather and provide relevant data for the project.</li> </ul>

#### Supplier Engagement, Evaluation and Award Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Vendor Portal</b>	OpenGov will:	Customer will: <ul style="list-style-type: none"> <li>• Allocate resources to create the Vendor Portal.</li> </ul>

	<ul style="list-style-type: none"> <li>● Provide the Customer with iframe code and documentation to create the Vendor Portal.</li> <li>● Import the list of vendors provided by Customer.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● Customer will provide a complete and accurate vendor list for import to OpenGov. OpenGov clean up/correction of imported files are not included in the scope of this project.</li> </ul>	<ul style="list-style-type: none"> <li>● Provide vendor email list and send vendor email/letter.</li> <li>● Ensure that Vendor Portal will be active before OpenGov begins configuration of templates or the Solicitation Development phase.</li> </ul>
<b>Generic Template</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Deploy generic templates</li> <li>● Provide OpenGov's "Paper to Paperless Language Transition Guide" to assist transition from paper to electronic.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide a copy of the next solicitation document.</li> <li>● Provide information to complete the generic solicitation upload template including forms and an example recent solicitation.</li> <li>● Provide the category code set used by the agency (NIGP, NAICS, or UNSPSC).</li> </ul>

### Solicitation Development Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Solicitation Development Solution</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Review and confirm the Solicitation Templates and forms provided by Customer.</li> <li>● Work with Customer to design and get sign off on the first template.</li> <li>● Following the sign off of the first template, configure the remaining templates in the system.</li> </ul> <p>OpenGov Assumptions:</p>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide templates with standard boilerplate language.</li> <li>● Provide forms associated with solicitation templates.</li> <li>● Provide admin documents.</li> <li>● Select the first solicitation type (usually ITB or RFP), to work with OpenGov for the design</li> <li>● Sign off on the first template before beginning the subsequent templates.</li> </ul>

	<ul style="list-style-type: none"> <li>OpenGov will configure up to two (2) Solicitation Template(s) with standard boilerplate language: <ul style="list-style-type: none"> <li>construction bid packet</li> <li>RFP</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>Validate and provide signoff on Solicitation Templates.</li> </ul>
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### Intake Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Intake Process</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Review current intake Process.</li> <li>Perform basic intake Training.</li> <li>Perform a gap analysis</li> <li>Configure "Review/ Approval" workflow defaults for each department.</li> <li>Build the Intake/Project Request Template.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide OpenGov with any Intake/Project Request Forms (templates) in current use.</li> <li>Validate and provide signoff on Intake/ Project Request template.</li> </ul>

### Contract Management Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Create and Manage Contracts</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Provide one (1) - one hour Overview of the Contract Management Solution to Customer's System Administrator(s).</li> <li>Provide guidance and instruction to System Administrator on creating and managing contracts.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>Attend scheduled System Overview</li> <li>Create and manage contract records in the system with guidance from OpenGov.</li> </ul>
<b>Historical and/or Active Contracts</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Provide a mapping document for the metadata of contracts to be uploaded into the system.</li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>Provide contract log per the mapping document.</li> </ul>

	<ul style="list-style-type: none"> <li>Import the contract records listed in the contract log.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>Customer will provide a complete and accurate contracts log for import to OpenGov. OpenGov clean up/correction of imported logs are not included in the scope of this project.</li> </ul>	
<b>Contract Template Deployment</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Review &amp; configure agreed upon contract templates.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>OpenGov will configure up to two (2) Contract Template(s) with standard boilerplate language: <ul style="list-style-type: none"> <li>consultant services</li> <li>maintenance services</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide templates with standard boilerplate language.</li> <li>Validate and provide signoff on Contract templates.</li> </ul>

#### **Admin Documents and Checklist Configuration**

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Admin Documents</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>Review &amp; configure up to five (5) Admin Documents within the four standard types.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>Provide Admin Documents.</li> </ul>

#### **Working Sessions and Trainings**

Description	OpenGov Responsibilities	Customer Responsibilities
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<b>Procurement Working Sessions</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Assign practice exercises to Customer to gain familiarization.</li> <li>• Assist Customer during first real-life solicitation posting, and opening (if during deployment).</li> <li>• Respond to questions regarding configured system functionality.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Complete practice exercises to gain familiarization.</li> <li>• Identify internal Admin Users &amp; security permissions for all other users.</li> </ul>
<b>OpenGov University</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide access to OpenGov University online training courses intended to teach users on the basics of OpenGov.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Review training courses.</li> </ul>
<b>Procurement Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>• Provide training on system functionality. Topics include: <ul style="list-style-type: none"> <li>○ Creating Bids with Generic Templates</li> <li>○ Live Bid Management &amp; Vendor Experience</li> <li>○ Evaluation and Awarding</li> <li>○ Writing Solicitations using templates</li> <li>○ Contract Document Developer Tools</li> <li>○ Intake Training and Workflow</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>• Attend training sessions as scheduled by the Project Manager and agreed to in the Project Plan.</li> </ul>



## Appendix C: Technical Requirements

### C-1: OpenGov Procurement Suite

Procurement Suite	
Description	Technical Requirements
Logo	<ul style="list-style-type: none"><li>• .png or .jpg file</li><li>• At least 300KB but not larger than 500KB</li></ul>
Vendor List	<ul style="list-style-type: none"><li>• Single Flat file</li><li>• .csv or .xlsx format</li></ul>
Historical/Active Contracts	<ul style="list-style-type: none"><li>• Single Flat file</li><li>• .csv or .xlsx format</li></ul>
Sample Documents or Templates with boilerplate language	<ul style="list-style-type: none"><li>• PDF or Word format</li></ul>
Intake/Project Request Templates	<ul style="list-style-type: none"><li>• PDF or Word format</li></ul>
Admin Documents	<ul style="list-style-type: none"><li>• PDF or Word format</li></ul>



# **Statement of Work**

**City of Lakeport, CA**

Creation Date: 04/18/2023  
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Created by: Dean Simpson

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# 1. Overview and Approach

## 1.1. Agreement

This Statement of Work ("SOW") identifies services that OpenGov, Inc. ("OpenGov" or "we") will perform for City of Lakeport, CA ("Customer" or "you") pursuant to that order for Professional Services entered into between OpenGov and the Customer ("Order Form") which references the Software Services Agreement or other applicable agreement entered into by the parties (the "Agreement").

- Customer acknowledges and agrees that this Statement of Work is subject to the confidentiality obligations set forth in the Software Services Agreement between OpenGov and Customer.
- The Deliverables listed in Appendix B are the single source of the truth of the deliverables to be provided.
- Customer's use of the Professional Services is governed by the Agreement and not this SOW.
- Upon execution of the Order Form or other documentation referencing the SOW, this SOW shall be incorporated by reference into the Agreement.
- In the event of any inconsistency or conflict between the terms and conditions of this SOW and the Agreement, the terms and conditions of this SOW shall govern with respect to the subject matter of this SOW only. Unless otherwise defined herein, capitalized terms used in this SOW shall have the meaning defined in the Agreement.
- This SOW may not be modified or amended except in a written agreement signed by a duly authorized representative of each party.
- OpenGov will be deployed as is, Customer has access to all functionality available in the current release.

## 2. Statement of Work

This SOW is limited to the Implementation of the OpenGov Permitting & Licensing as defined in the OpenGov Responsibilities section of this document ([Section 2.4](#)). Any additional services or support will be considered out of scope.

### 2.1. Project Scope

Under this project, OpenGov will deliver cloud based Permitting & Licensing solutions to help the Customer power a more effective and accountable government. OpenGov's estimated charges and schedule are based on performance of the activities listed in the "OpenGov Responsibilities" section below. Deviations that arise during the project will be managed through the procedure described in Appendix A-2: Project Change Control Procedure, and may result in adjustments to the Project Scope, Estimated Schedule, Charges and other terms. These adjustments may include charges on a time-and-materials or fixed-fee basis using OpenGov's standard rates in effect from time to time for any resulting additional work or waiting time.

## 2.2. Facilities and Hours of Coverage

OpenGov will:

- A. Perform the work under this SOW remotely, except for any project-related activity which OpenGov determines would be best performed at your facility in Customer Location in order to complete its responsibilities under this SOW.
- B. Provide the Services under this SOW during normal business hours, 8:30am to 6:00pm local time, Monday through Friday, except holidays.

## 2.3. Key Assumptions

The SOW and OpenGov estimates are based on the following key assumptions. Deviations that arise during the proposed project will be managed through the Project Change Control Procedure (see Appendix A-2) , and may result in adjustments to the Project Scope, Estimated Schedule, Charges, and other terms.

Per

- A. The OpenGov Suites are not customized beyond current capacities based on the latest release of the software.
- B. Individual software modules are configured based on discussions between OpenGov and Customer.
- C. Permitting & Licensing Suite
  - i. Customer will provide forms, workflows, fees, and other relevant data within two (2) weeks immediately following the kick-off meeting.
  - ii. OpenGov Record Type configuration will include up to ten (10) total Record Types for five (5) Service Areas (See Appendix B for list).
  - iii. Customer will provide a complete, consistent, and accurate Master Address Table (MAT) import file and maintain the file format and unique IDs.
  - iv. OpenGov will provide up to two (2) exchanges of data per file imported (Master Address Table (MAT), Autofill, etc.) under this Scope of work.
  - v. OpenGov will migrate historical data from the following system(s): SmartGov and Blackbear. Historical Data migrations using Database backup files are not included in the scope of this project.
  - vi. Customer will maintain GIS layers and field names to support the GIS Flag integration.

## 2.4. OpenGov Responsibilities

### 2.4.1. Activity 1 – Project Management

OpenGov will provide project management for the OpenGov responsibilities in this SOW.

The purpose of this activity is to provide direction to the OpenGov project personnel and to provide a framework for project planning, communications, reporting, procedural and contractual activity. This activity is composed of the following tasks:

## **Planning**

OpenGov will:

- A. review the SOW, contract and project plan with Customer's Project Manager and key stakeholders to ensure alignment and agreed upon timelines;
- B. maintain project communications through your Project Manager;
- C. establish documentation and procedural standards for deliverable Materials; and
- D. assist your Project Manager to prepare and maintain the project plan for the performance of this SOW which will include the activities, tasks, assignments, and project milestones.

## **Project Tracking and Reporting**

OpenGov will:

- A. review project tasks, schedules, and resources and make changes or additions, as appropriate. Measure and evaluate progress against the project plan with your Project Manager;
- B. work with your Project Manager to address and resolve deviations from the project plan;
- C. conduct regularly scheduled project status meetings; and
- D. administer the Project Change Control Procedure with your Project Manager.

## **Completion Criteria:**

This is an on-going activity which will be considered complete at the end of the Services

## **Deliverable Materials:**

- Weekly status reports
- Project plan
- Project Charter
- Risk, Action, Issues and Decisions Register (RAID)

### **2.4.2. Activity 2 – Initialization**

OpenGov will provide the following:

- A. Customer Entity configuration
- B. System Administrators creation
- C. Solution Blueprint creation
- D. Data Validation strategy confirmation

## **Completion Criteria:**

This activity will be considered complete when:

- Customer Entity is created
- System Administrators have access to Customer Entity
- Solution Blueprint is presented to Customer

**Deliverable Materials:**

- Solution Blueprint
- Sign-off of Initial Draft Solution Blueprint

### 2.4.3. Activity 3 – OpenGov Use Cases

OpenGov will provide the following:

Permitting & Licensing Use Cases

- A. Community Development: Building Permits & Inspectional Services
- B. Community Development: Planning and Zoning Approvals
- C. Community Development: Code Enforcement
- D. Business Licenses
- E. Public Works: Right-of-Way Permits, Waste/Water Management, etc.

**Completion Criteria:**

This activity will be considered complete when:

Permitting & Licensing Use Cases

- Record Types are configured
- Integrations are configured
- Historical Data migration is completed

**Deliverable Materials:**

- Formal sign off document

### 2.4.4. Activity 4 – Training

Training will be provided in instructor-led virtual sessions or through OpenGov University Training courses. For any instructor-led virtual sessions, the class size is recommended to be 10, for class sizes larger than 10 it may be necessary to have more than one instructor.

**Completion Criteria:**

- Administrator training is provided
- End User training is provided

**Deliverable Materials:**

- Formal sign off document

## 2.5. Your Responsibilities

The completion of the proposed scope of work depends on the full commitment and participation of your management and personnel. The responsibilities listed in this section are in addition to those responsibilities specified in the Agreement and are to be provided at no charge to OpenGov. OpenGov's performance is predicated upon the following

responsibilities being managed and fulfilled by you. Delays in performance of these responsibilities may result in delay of the completion of the project and will be handled in accordance with Appendix A-1: Project Change Control Procedure.

### 2.5.1. Your Project Manager

Prior to the start of this project, you will designate a person called your Project Manager who will be the focal point for OpenGov communications relative to this project and will have the authority to act on behalf of you in all matters regarding this project.

Your Project Manager's responsibilities include the following:

- A. manage your personnel and responsibilities for this project (for example: ensure personnel complete any self-paced training sessions, configuration, validation or user acceptance testing);
- B. serve as the interface between OpenGov and all your departments participating in the project;
- C. administer the Project Change Control Procedure with the Project Manager;
- D. participate in project status meetings;
- E. obtain and provide information, data, and decisions within five (5) business days of OpenGov's request unless you and OpenGov agree in writing to a different response time;
- F. resolve deviations from the estimated schedule, which may be caused by you;
- G. help resolve project issues and escalate issues within your organization, as necessary; and
- H. create, with OpenGov's assistance, the project plan for the performance of this SOW which will include the activities, tasks, assignments, milestones and estimates.

## 2.6. Completion Criteria

OpenGov will have fulfilled its obligations under this SOW when any of the following first occurs:

- A. OpenGov accomplishes the activities set forth in "OpenGov responsibilities" section and delivers the Materials listed, if any; or
- B. The End date is reached

## 2.7. Estimated Schedule

OpenGov will schedule resources for this project upon signature of the order form. Unless specifically noted, the OpenGov assigned project manager will work with Customer Project Manager to develop the project schedule for all requested deliverables under this SOW. OpenGov reserves the right to adjust the schedule based on the availability of OpenGov



resources and/or Customer resources, and the timeliness of deliverables provided by the Customer.

The Services are currently estimated to start within two (2) weeks but no later than four (4) weeks from signatures and have an estimated end date of January 2024 ("End Date") or on other dates mutually agreed to between you and OpenGov.

## 2.8. Illustrative Project Timelines

The typical project timelines are for illustrative purposes only and may not reflect your use cases.

Permitting & Licensing Suite Illustrative Timeline		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Historical Migration and Exports							
Permitting & Licensing Suite	Requirements and Discovery						
	Initiate*						
	Configure*						
	Validation*						
	Go Live*						
Reporting & Transparency							
GoLive Support	Hypercare						
<small>*Timeline is dependent on the number of Service Areas and Records Types. Customer is responsible for attending the kick off of each phase, providing any necessary data for each phase, participating in working sessions during active phases, and signing off on deliverables at the end of each phase.</small>							

## 2.9. Charges

The Services will be conducted on a Fixed Price basis. This fixed price is exclusive of any travel and living expenses and other reasonable expenses incurred in connection with the Services. All charges are exclusive of any applicable taxes.

## 2.10. Offer Expiration Date

This offer will expire on July 18, 2023 unless extended by OpenGov in writing.

# Appendix A: Engagement Charter

## A-1: Communication and Escalation Procedure

Active engagement throughout the implementation process is the foundation of a successful deployment. To help assess progress, address questions, and minimize risk during the course of deployment both parties agree to the following:

- **Regular communication** aligned to the agreed upon project plan and timing.
  - OpenGov expects our customers to raise questions or concerns as soon as they arise. OpenGov will do the same, in order to be able to address items when known.
- **Executive involvement**
  - Executives may be called upon to clarify expectations and/or resolve confusion.
  - Executives may be needed to steer strategic items to maximize the value through the deployment.
- **Escalation Process:**
  - OpenGov and Customer agree to raise concerns and follow the escalation process, resource responsibility, and documentation in the event an escalation is needed to support issues raised
    - Identification of an issue impeding deployment progress, outcome or capturing the value proposition, that is not acceptable.
    - Customer or OpenGov Project Manager summarizes the problem statement and impasse.
    - Customer and OpenGov Project Managers jointly will outline solution, acceptance or schedule Executive review.
    - Resolution will be documented and signed off following Executive review.
- **Phase Sign-Off**
  - OpenGov requests sign-offs at various stages during the implementation of the project. Once the Customer has signed-off, any additional changes requested by Customer on that stage will require a paid change order for additional hours for OpenGov to complete the requested changes.

## A-2: Change Order Process

This SOW and related efforts are based on the information provided and gathered by OpenGov. Customers acknowledge that changes to the scope may require additional effort or time, resulting in additional cost. Any change to scope must be agreed to in writing or email, by both Customer and OpenGov, and documented as such via a:

- **Change Order** - Work that is added to or deleted from the original scope of this SOW. Depending on the magnitude of the change, it may or may not alter the original contract amount or completion date and be paid for by Customer. Changes might include:
  - Timeline for completion
  - Sign off process
  - Cost of change and Invoice timing
  - Amending the SOW to correct an error.

- o Extension of work as the complexity identified exceeds what was expected by Customer or OpenGov.
- o Change in type of OpenGov resources to support the SOW.

### A-3: Deliverable Materials Acceptance Procedure

Deliverable Materials as defined herein will be reviewed and accepted in accordance with the following procedure:

- The deliverable Material will be submitted to your Project Manager.
- Your Project Manager will have decision authority to approve/reject all project Criteria, Phase Acceptance and Engagement Acceptance.
- Within five (5) business days of receipt, your Project Manager will either accept the deliverable Material or provide OpenGov's Project Manager a written list of requested revisions. If OpenGov receives no response from your Project Manager within five (5) business days, then the deliverable Material will be deemed accepted. The process will repeat for the requested revisions until acceptance.
- All acceptance milestones and associated review periods will be tracked on the project plan.
- Both OpenGov and Customer recognize that failure to complete tasks and respond to open issues may have a negative impact on the project.
- For any tasks not yet complete, OpenGov and/or Customer will provide sufficient resources to expedite completion of tasks to prevent negatively impacting the project.
- Any conflict arising from the deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth in Appendix A-1. As set forth in Section 6.1(e) of the Agreement, if there are extended delays (greater than 10 business days) in Customer's response for requested information or deliverable; OpenGov may opt to put the project on an "On Hold" status. After the Customer has fulfilled its obligations, Professional Services can be resumed and the project will be taken off the "On-Hold" status.
- Putting a project "on Hold" may have several ramifications including, but not restricted, to the following:
  - o Professional Services to the customer could be stopped;
  - o Delay to any agreed timelines; or
  - o Not having the same Professional Services team assigned.

## Appendix B: Implementation Activities

### B-1: OpenGov Permitting & Licensing Suite

#### Instance Creation

Permitting & Licensing Suite		
Description	OpenGov Responsibilities	Customer Responsibilities
<b>Permitting &amp; Licensing Instance</b>	OpenGov will: <ul style="list-style-type: none"> <li>Provision a PLC environment and FTPS site.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Confirm access to PLC environment.</li> </ul>
<b>Provisioning Reporting &amp; Transparency Platform</b>	OpenGov will: <ul style="list-style-type: none"> <li>OpenGov will provision Customer's OpenGov entity and verify Customer has access to all purchased modules.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Confirm access to entity and modules.</li> </ul>

#### Technical Project Review

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Technical Project Review</b>	OpenGov will: <ul style="list-style-type: none"> <li>Provide up to two (2) two-hour working sessions at the beginning of the project to:               <ul style="list-style-type: none"> <li>Review deliverables</li> <li>Review technical requirements</li> <li>Provide documentation on requirements and processes</li> <li>Provide a system overview to Customer's System Administrators</li> </ul> </li> </ul> OpenGov Assumptions: <ul style="list-style-type: none"> <li>Customer will provide relevant data within two (2) weeks immediately following the kick-off meeting.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>Identify relevant participants for attendance.</li> <li>Confirm deliverables.</li> <li>Provide relevant data for the project.</li> </ul>

### System Integrations Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Recurring Master Address Table (MAT) Import</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide a Master Address Table (MAT) template.</li> <li>● Provide an FTPS location for the Customer to upload the file.</li> <li>● Import the MAT file.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● Customer will provide a complete, consistent, and accurate import file and maintain the file format and unique IDs.</li> <li>● OpenGov will provide up to two (2) exchanges of data per file imported.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Populate the Customer's location data in the OpenGov MAT template.</li> <li>● Upload MAT file to OpenGov's FTPS.</li> <li>● Agree upon specifications prior to import.</li> <li>● Validate and provide sign-off the solution meets agreed upon specifications.</li> <li>● Maintain the MAT following configuration by uploading the MAT file on a recurring basis (e.g. daily, weekly, or monthly).</li> </ul>
<b>ESRI ArcGIS Server Integration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Integrate with the Customer's ArcGIS public API endpoint to display read-only versions of the layer on Mapbox based maps.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide a public and secure ESRI REST API URL.</li> <li>● Validate and provide sign-off the integration.</li> </ul>
<b>GIS Flag Integration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Enable GIS Flag Integration.</li> <li>● Import a list of location flags from the addresses provided on the MAT to display on OpenGov Location Pages.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● Customer will maintain GIS layers and field names to support the GIS Flag integration.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide GIS Flag information</li> <li>● Provide desired flag text.</li> <li>● Agree upon specifications prior to import.</li> <li>● Update layers as needed</li> <li>● Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>
<b>Accounting &amp; Finance Export</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide an export of financial data based on the Customer provided format and put the files onto the Customer's FTPS as often as nightly.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide OpenGov the required format and a sample document.</li> <li>● Agree upon specifications prior to export.</li> </ul>

		<ul style="list-style-type: none"> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> <li>• Key in or upload the export to their Financial System.</li> </ul>
<b>Autofill</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Configure up to two (2) autofills using source data from OpenGov or provided by the customer.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Provide source data, if applicable.</li> <li>• Agree upon specifications prior to configuration.</li> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>
<b>State Contractor Integration</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Integrate with the California licensed professional dataset for use within the PLC platform and refreshed daily/weekly.</li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Validate and provide sign-off the solution meets agreed upon specifications</li> </ul>

### Record Type Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Record Type Configuration</b>	OpenGov will: <ul style="list-style-type: none"> <li>• Configure standard record type drafts of Customer's record types in the Permitting &amp; Licensing system. Record Type includes:               <ul style="list-style-type: none"> <li>○ Application Form</li> <li>○ Workflow</li> <li>○ Output Document</li> <li>○ Fees</li> </ul> </li> <li>• Review configured Record Types and provide training on how to:               <ul style="list-style-type: none"> <li>○ Manage access</li> <li>○ Edit forms, fees, and workflow.</li> </ul> </li> </ul> OpenGov Assumptions: <ul style="list-style-type: none"> <li>• OpenGov will configure up to ten (10) Record Types               <ul style="list-style-type: none"> <li>○ Commercial Building Permit</li> </ul> </li> </ul>	Customer will: <ul style="list-style-type: none"> <li>• Provide existing application forms, current workflows, fee structures, and output documents.</li> <li>• Attend scheduled working sessions for the purpose of validating, reviewing, and iterating upon draft record types configuration.</li> <li>• Test all configured record types</li> <li>• Validate and sign off on configured record types.</li> </ul>

	<ul style="list-style-type: none"> <li>○ Residential Building Permit</li> <li>○ Lot Division (five or more – subdivision)</li> <li>○ Demolition Permit</li> <li>○ Accessory Structure Permit</li> <li>○ Use Permit</li> <li>○ Zoning Permit</li> <li>○ Variance Request</li> <li>○ Annual Business License</li> <li>○ Architectural and Design Review Permit</li> </ul>	
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#### Data Migration Configuration

Description	OpenGov Responsibilities	Customer Responsibilities
<b>Historical Data Migration</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Perform stages of Historical Data Migration:               <ol style="list-style-type: none"> <li>1. Initial Load</li> <li>2. Legacy Record Type</li> <li>3. Address Matching</li> <li>4. Final Load</li> </ol> </li> <li>● Set up all record types that historical data will be migrated into prior to initial load.</li> </ul> <p>OpenGov Assumptions:</p> <ul style="list-style-type: none"> <li>● Migrate Historical data from Customers system(s): SmartGov and Blackbear</li> <li>● Data migration does not exceed 250,000 records unless otherwise stated in the SOW.</li> <li>● Historical Data migrations using Database backup files are not included in the scope of this project. If required, a Change Order may be required.</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Provide all necessary historical data or access to agreed upon data and mapping. This is not an exhaustive list.</li> <li>● Validate and sign off of data loaded.</li> </ul>

<b>Document Management Access</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide the ability for Customer import OpenGov Data into a third-party document management system including: <ul style="list-style-type: none"> <li>○ listing of filenames and file paths of all submitted forms, issued documents, and record attachments</li> <li>○ record and location metadata</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Import of data into the third-party system</li> <li>● Validate and sign off of data loaded.</li> </ul>
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### Working Sessions and Trainings

<b>Permitting &amp; Licensing Working Sessions</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Per the agreed upon Project Plan, schedule working session with Customer's system Administrators to: <ul style="list-style-type: none"> <li>○ Review configurations</li> <li>○ Provide insight and training on system functionality</li> <li>○ Gain feedback and answer questions regarding configured system functionality</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Per the agreed upon Project Plan attend working sessions to: <ul style="list-style-type: none"> <li>○ Review configurations</li> <li>○ Gain insight and training on system functionality</li> <li>○ Give feedback and ask questions regarding configured system functionality</li> </ul> </li> </ul>
<b>OpenGov University</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide access to OpenGov University online courses</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Complete OpenGov University Training courses as assigned.</li> </ul>
<b>Permitting &amp; Licensing Administrator Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide System Training designed for system administrators, which will include how to: <ul style="list-style-type: none"> <li>○ Create and customize the Public Portal</li> <li>○ Edit Record Types</li> <li>○ Create, share and export datasets.</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul>



<b>Permitting &amp; Licensing Internal End-User Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide six (6) of Internal End User Training(s) designed for Plan Review, Inspectors, etc., which will include how to: <ul style="list-style-type: none"> <li>○ Navigate the system</li> <li>○ Understand inbox and tasks</li> <li>○ Handle fees and payments</li> <li>○ Conduct inspections</li> <li>○ Create a new record</li> <li>○ View datasets</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul>
<b>Mobile App Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide one Training(s) on the Mobile App designed for users; which will include: <ul style="list-style-type: none"> <li>○ Navigate the system</li> <li>○ Conducting inspections</li> </ul> </li> </ul>	<p>Customer will</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> </ul>
<b>Record Type Configuration Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide up to four (4) configuration training session(s) to enable Administrators to own future configuration of Record Types.</li> <li>● Session(s) will focus on: <ul style="list-style-type: none"> <li>○ Hands-on training for building, configuring, and maintaining Record Types.</li> <li>○ Best practices</li> </ul> </li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> <li>● At the end of configuration training sessions, be responsible for maintenance and configuration of all Record Types.</li> </ul>
<b>Reporting &amp; Transparency Administrator Training</b>	<p>OpenGov will:</p> <ul style="list-style-type: none"> <li>● Provide training on how to load data</li> <li>● Provide training on reports and dashboards</li> </ul>	<p>Customer will:</p> <ul style="list-style-type: none"> <li>● Identify relevant participants and attend scheduled trainings.</li> <li>● Maintain and configure reports and dashboards</li> </ul>

# Appendix C: Technical Requirements

## C-1: OpenGov Permitting & Licensing Suite

Permitting & Licensing Suite	
Description	Technical Requirements
Master Address Table	<ul style="list-style-type: none"> <li>• 1 Flat file</li> <li>• .csv, .xls, .xlsx, .txt with headers</li> <li>• Location information (parcels and address points recommended)</li> <li>• Unique ID field</li> </ul>
ESRI ArcGIS Integration	<ul style="list-style-type: none"> <li>• Publicly-accessible secure ESRI REST API URL</li> <li>• WFS link will not suffice</li> </ul>
GIS Flag Information	<ul style="list-style-type: none"> <li>• Polygon Layer(s) via ESRI REST API URL (polylines and points are not supported)</li> <li>• Mapping of flag text</li> </ul>
Exports	<ul style="list-style-type: none"> <li>• required format (columns)</li> <li>• sample document</li> </ul>
Autofills using Customer Source Data	<ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xls, .xlsx, .txt with headers</li> </ul>
State Contractor Integration	<ul style="list-style-type: none"> <li>• The OpenGov State Contractor Integration is an established unidirectional link to a dataset from the State's licensing agency or board. OpenGov is not responsible for the data validity of the data provided by the State.</li> </ul>
Record Types	<ul style="list-style-type: none"> <li>• Current application forms, workflows, fee structures, and output documents.</li> <li>• PDF, Word, .csv, .xls, .xlsx with headers</li> </ul>
Forms & Workflow	<ul style="list-style-type: none"> <li>• Current application forms, workflows, and output documents</li> <li>• PDF, Word, .csv, .xls, .xlsx with headers</li> </ul>
Historical Data	<ul style="list-style-type: none"> <li>• Flat file</li> <li>• .csv, .xlsx with headers</li> <li>• Record type mapping</li> <li>• Record status mapping</li> </ul>
Document Management Access	<ul style="list-style-type: none"> <li>• ODBC access to a Microsoft SQL Server Database view or .csv file FTPS</li> </ul>

	<ul style="list-style-type: none"><li>• Note: Documents are not contained in either solution; however, a link to download each individual file</li></ul>
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# CITY OF LAKEPORT

City Council ☒

City of Lakeport Municipal Sewer District ☐

Lakeport Industrial Development Authority ☐

Municipal Financing Agency of Lakeport ☐

## STAFF REPORT

**RE:** WMH Professional Services Agreement Amendment #1

**MEETING DATE:** 05/02/2023

**SUBMITTED BY:** Ron Ladd, Public Works Director

**PURPOSE OF REPORT:** ☐ Information only ☐ Discussion ☒ Action Item

### WHAT IS BEING ASKED OF THE CITY COUNCIL/BOARD:

The City Council is being asked to authorize the City Manager to execute amendment #1 to the professional services agreement (PSA) with WMH.

### BACKGROUND/DISCUSSION:

An RFQ was issued June 14, 2022, for consulting services to complete a Project Scoping Report (PSR) for the Lakeport Blvd corridor. The documents were posted on the City's website. Submittals were due July 27, 2022. The city received two proposals, from Quincy Engineering, Inc and WMH. Staff reviewed the proposals and determined both firms to be qualified; however, the scope and timelines exceeded staff's expectations. A request was made to both firms to revise and narrow their scopes to only provide design concepts for Bevins Street and Lakeport Boulevard. The deadline to submit was revised to August 16, 2022. After careful review staff recommended the City Council authorize the City Manager to sign a Professional Services Agreement with WMH.

On October 18, 2022, the City Council approved and authorized the City Manager to execute a professional services agreement with WMH for the Lakeport Blvd at Bevins Street Project Study Report Equivalent for an amount not to exceed \$147,014.

At that time the scope and timeliness were determined to be a significant issue as staff was hopeful there would be the ability to use the study to assist the Courthouse Development in an alternative to their proposed plan impacting the intersection at Lakeport Blvd. and Larrecou Ln. Through the process we have learned that such a study will not be impactful to the Courthouse Development and feel returning to a complete study of Lakeport Blvd. corridor will serve the City more sufficiently in our traffic improvement needs. The expanded scope being considered tonight is to include the SR29 on and off ramps into the study. While increasing the cost of the study, the expanded scope will provide a more comprehensive evaluation of the corridor and provide cost estimates that future development will be required to contribute to for their fair share of traffic improvements to the corridor.

Attachment A is Amendment #1 to the PSA with WMH. Included with that amendment are the amended scope, budget, and timeline.

**OPTIONS:**

1. Authorize the City Manager to execute amendment #1 to the PSA with WMH.
2. Provide alternative direction to staff.

**FISCAL IMPACT:**

☐ None      ☐ \$157,986      Budgeted Item? ☒ Yes   ☐ No

Budget Adjustment Needed? ☒ Yes   ☐ No      If yes, amount of appropriation increase: \$157,986.

Affected fund(s): ☐ General Fund   ☐ Water OM Fund   ☐ Sewer OM Fund   ☒ Other: Lakeport Blvd Improvement Fund

Comments: The Lakeport Blvd Improvement Fund did not contain sufficient resources to completely cover costs in the original contract or this amendment. The shortfall is anticipated to be covered by future development projects.

**COUNCIL PRIORITIES:**

☒ Priority #1: Public Safety & Crisis Response



☒ Priority #2: Disaster Resiliency



☒ Priority #3: Good Governance & Fiscal Stability



☒ Priority #4: Capital Infrastructure Improvement



☒ Priority #5: Safe, Sustainable & Attractive Neighborhoods



☒ Priority #6: Economic Development

**SUGGESTED MOTIONS:**

Move to authorize the City Manager to execute amendment #1 to the professional services agreement (PSA) with WMH.

☒ **Attachments:**      AMENDMENT #1 to PSA with WMH

**AMENDMENT No. # 1 TO PROFESSIONAL SERVICES AGREEMENT FOR  
DESIGN PROFESSIONAL  
(City of Lakeport and WMH)**

This Amendment No. #1 (“Amendment”) to Professional Services Agreement (“Agreement”) is made on this 2<sup>nd</sup> day of May 2023 at Lakeport, California, by and between the City of Lakeport, a municipal corporation, 225 Park Street, Lakeport, California 95453 (“City”) and WMH Corporation, 55 South Market St, Suite 1200 (“Consultant”).

This Amendment modifies the original Agreement between the City and the Consultant dated October 19, 2022 in the following fashion:

- A. City and Consultant desire to amend the Agreement by modifying section 3.2 – Scope of Services of the “Agreement” to read as follows:

3.2 “Scope of Services”: Such professional services as are set forth in Consultant’s amended August 16, 2022 proposal to City attached hereto as Exhibit A and incorporated herein by this reference.

- B. City and Consultant desire to amend the Agreement by modifying section 3.4 – Approved Fee Schedule of the “Agreement” to read as follows:

3.4 “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the amended fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- C. City and Consultant desire to amend the Agreement by modifying section 3.5 – Maximum Amount of the “Agreement” to read as follows:

3.5 “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Three Hundred Thousand (\$300,000).

- D. City and Consultant desire to amend the Agreement by modifying section 3.7 – Termination Date of the “Agreement” to read as follows:

3.7 “Termination Date”: June 30, 2024.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**“City”**  
**City of Lakeport**

By: \_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_

**“Consultant”**  
**WMH**

By: \_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kelly Buendia, City Clerk

Date: \_\_\_\_\_

Approved as to form:

By: \_\_\_\_\_  
David J. Ruderman, City Attorney

Date: \_\_\_\_\_

## PHASE 1 INTERCHANGE - SCOPE OF WORK

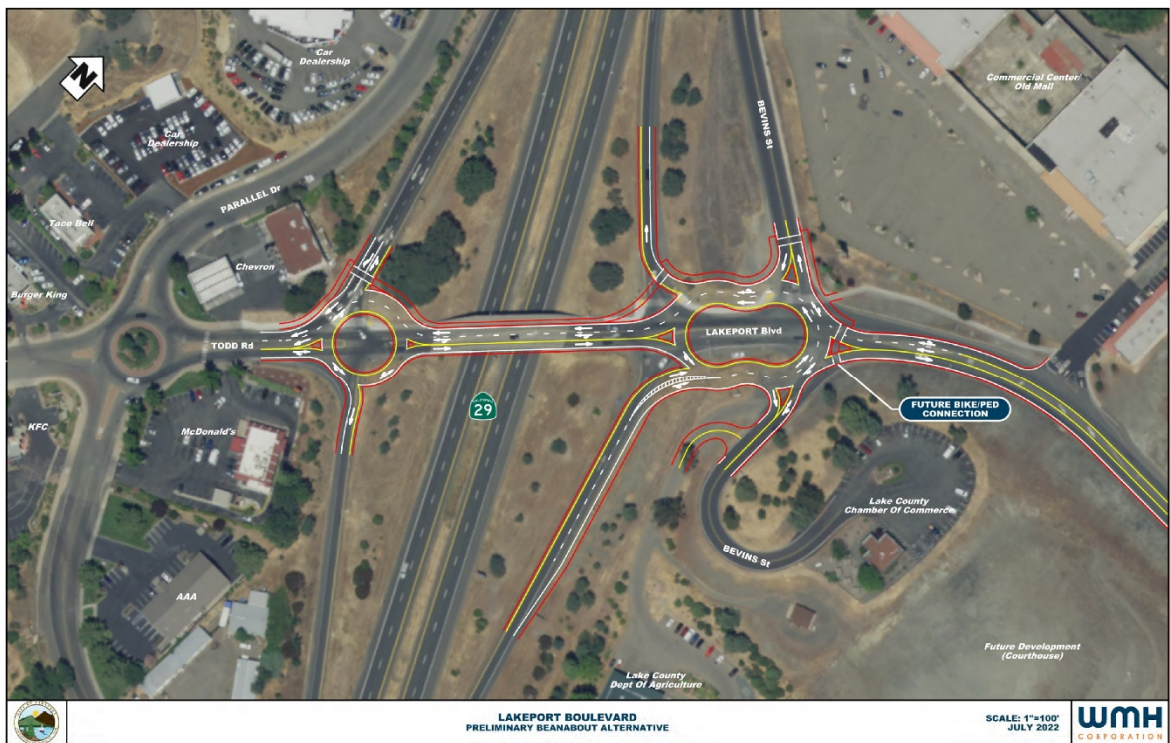
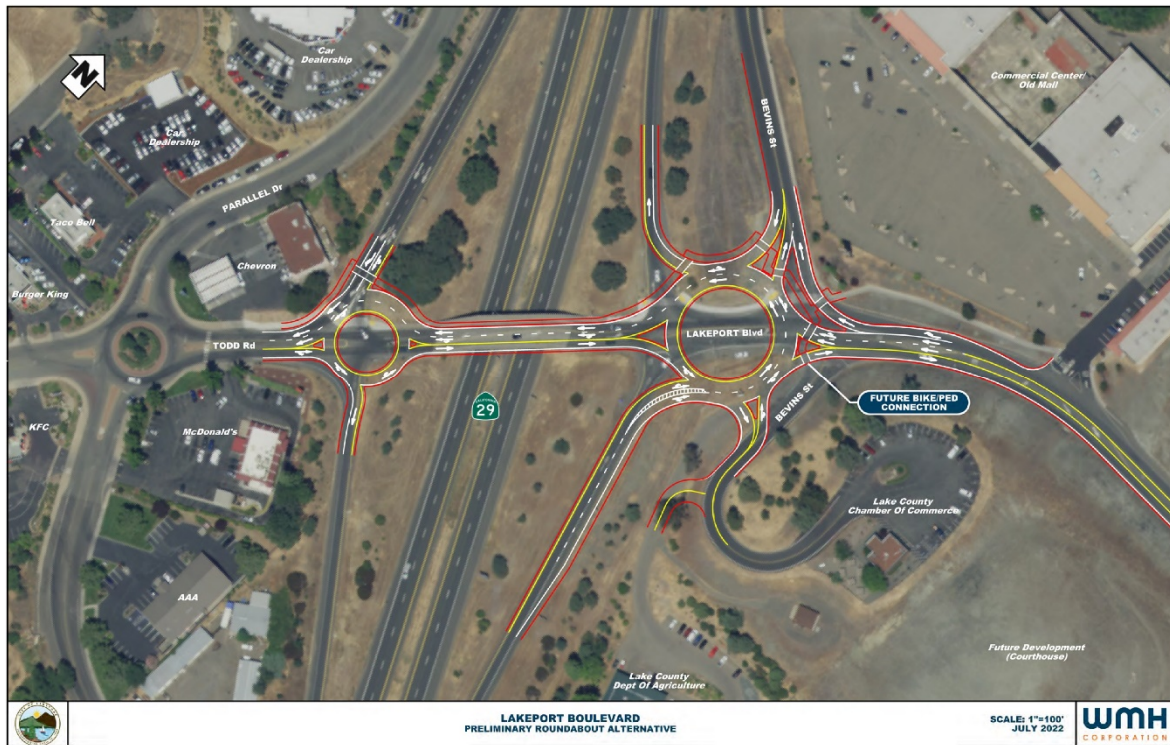
The following sections present the WMH Team's revised scope of work for Phase 1 of the SR 29/Lakeport Boulevard interchange project. This proposed scope of work is based on a 13-month overall schedule and the following assumptions:

- The project boundary of study will be limited to the area shown below in yellow.



- The Alternatives Analysis of Build Alternatives will be limited to a high-level roundabout concept with the ultimate assumption that the project moves forward with an alternative similar to one of the alternatives shown on the following page, up to two maximum provided.
- The Project will utilize readily available existing traffic analysis information from recent development studies and Caltrans District 1 forecasting standards. Traffic modeling will be completed during future phases of the Project.
- Existing right-of-way will be shown on preliminary plans based on available right-of-way maps and field surveys/topographic mapping are not included.
- Unless stated specifically otherwise, all reports will be limited to one draft and one final version.
- Unless stated specifically otherwise, all reviews and processing time on all submittals is assumed to be 2 weeks for City and 6 weeks for Caltrans. If agency processing exceeds this estimate, additional budget may be required.





## Phase 1 – PSR-PDS and Alternatives Analysis

This work plan outlines the WMH Team's proposed approach to complete a Caltrans reviewed/approved PSR-PDS for the SR 29/Lakeport Boulevard interchange.

### Task 1: Coordination with Project Partners & Consultant

**Task 1.1 Meeting Preparation and Attendance:** WMH shall conduct meetings with the Transportation Advisory Group (TAG) as needed, but at least monthly, throughout the course of the study and prepare agenda and minutes for TAG meetings. These meetings are anticipated to be held primarily using a teleconference system such as Microsoft Teams. Occasional in-person meetings may be beneficial at certain project milestones and will be coordinated with the City on timing and attendance.

**Task 1.2 Project Management and Control:** WMH will provide project management for each task, using a proactive approach with a well-defined scope and detailed schedule to deliver a successful project with no surprises. A CPM schedule for the project will be developed prior to the project kick-off meeting. Monthly progress reports submitted with invoice packages will identify work performed and a summary of charges to each task, as well as highlight any anticipated challenges or concerns that require attention from the project team.

The WMH Team is committed to delivering quality services and work products that meet the requirements and expectations of the City and conform with contract requirements, industry standards, and applicable laws and licensing requirements. At the outset of the project, our team will work closely with the City to develop a Quality Management Plan (QMP) which identifies the quality processes and tools that will enable the team to deliver a quality project on time and on budget. The QMP is a living document, and changes may be necessary through the life of the project based on coordination with the City and other stakeholders.

**OPTIONAL Task 1.3 Cooperative Agreement Support:** If desired, WMH may support the City in obtaining a Cooperative Agreement with Caltrans which will formally initiate the project with Caltrans staff and facilitate reviews by them on the PSR-PDS and associated deliverables.

### *Deliverables*

- 1.1 Meeting Agendas and Meeting Notes
- 1.2 Monthly Invoices and Progress Reports
- 1.2 CPM Schedule
- 1.2 Quality Management Plan

### Task 2: Preliminary Design

This task analyzes available data and investigates a high-level comparison of stop versus signal versus roundabout alternative concepts to finalize the ICE Step 1 memo for file to progress to a 15% level detailed roundabout interchange only concept.

**Task 2.1 TEPA/ICE Step 1:** The WMH Team will review existing traffic studies to determine adequacy of information, utilize available data to the fullest extent possible, and provide an assessment of the required studies to be conducted during PA&ED.

GHD will summarize design traffic volumes from existing readily available studies for the interchange and include the physical design criteria including agreement on design vehicles. GHD will utilize standard Caltrans District 1 traffic growth projections. Data will be summarized in a Traffic Engineering

Performance Assessment (TEPA) memorandum which documents preliminary traffic engineering findings and estimates on the potential scope of work and features, potential performance benefits and deficiencies, and the magnitude of traffic engineering work (forecasting, modeling, analysis, and evaluation) to be performed during PA&ED.

An Intersection Control Evaluation (ICE-S1) Step 1 will be performed for the project to analyze traffic controls and other alternatives. The ICE-S1 will include a high-level analysis of collisions in the project area based on readily available public data to support the evaluation of alternatives, as well as fastpath and truck/bus turn exhibits for the roundabout alternative.

**Task 2.2 Data Collection and Review of Existing Data and Reports:** WMH will prepare base design drawings for the interchange using existing available documentation including aerials, record drawings from Caltrans for SR 29, record drawing of Lakeport Boulevard from the City of Lakeport, LIDAR, Google Earth, surveys, readily available utility maps, and any other relevant information.

The WMH team will conduct a high-level site investigation. Field reconnaissance will allow the WMH team to clarify existing conditions, take photographic records, observe challenges, and verify locations of visible utilities and other constraints.

**Task 2.3 Preliminary Concept Drawings:** WMH will prepare high level concept design drawings based on results of above work for up to two roundabout alternatives. Alternatives will consider bicycle and pedestrian access, connections to local roads, potential environmental and right of way impacts, and relative cost and value. Exhibits for each alternative will include basic layout information, identification of all major proposed features, and identification of any high-level non-standard features, if applicable.

Once an alternative is chosen, final design check exhibits will be prepared for the roundabout as part of Task 2.1. In addition, WMH will further develop the preferred alternative for the SR 29/Lakeport Boulevard interchange including sufficient details to identify required right of way, grading, site development elements (curbs, gutters, sidewalks, pavement, etc.), etc. Exhibits will include the horizontal layout of all improvements and existing/proposed right of way. All design work shall be based on City and/or Caltrans design standards as appropriate.

**Task 2.4 Preliminary Cost Estimate:** WMH will prepare a PID-level cost estimate for the final preferred alternative selected during Task 2.3 for required design studies, right of way acquisition, design fees, construction costs, administrative costs, project management and construction management, inspection and testing. The cost estimate is used to establish a range of costs to program funding for future phases of project development. Preliminary cost estimates will be prepared using the Caltrans 11-page format to ensure sufficient detail for City programming.

### **Deliverables**

- 2.1 Develop project design criteria
- 2.1 Draft and Final Intersection Control Evaluation (ICE-S1) Step 1
- 2.2 Base design drawings
- 2.3 Concept drawings for up to two roundabout alternatives
- 2.4 Preliminary cost estimate



### Task 3: Draft Project Study Report-Project Development Support

In this task a draft Project Study Report-Project Development Support (PSR-PDS) is prepared. In addition to the elements described above, our proposed scope of work includes the remaining required PSR-PDS attachments to satisfy requirements in the Caltrans Project Development Procedures Manual, Appendix S, and position the City for success in future project development and funding applications.

**Task 3.1 Preliminary Environmental Analysis Report (PEAR):** Caltrans' Local Assistance Procedures and the Standard Environmental Reference require completion of a Preliminary Environmental Analysis Report (PEAR) for the proposed intersection improvements on the State Highway System. The Preliminary PEAR provides a summary of the environmental issues that may affect project approval, programming, scheduling, design considerations, and cost. It identifies potential environmental issues that will need to be considered to determine the appropriate level of environmental document and anticipated environmental commitments and mitigation measures.

GHD is a full-service environmental firm with extensive experience working with local agencies and Caltrans as well as an excellent track record of producing legally defensible documentation. Of the hundreds of environmental documents prepared by GHD, not one has been successfully challenged in courts. GHD will prepare a Preliminary PEAR for the project, which will include a description of each conceptual alternative and a high-level analysis of potential environmental issues associated with each topic area identified in Chapter 5 of the Standard Environmental References and the Caltrans Preliminary PEAR template. The evaluation will be concise and preliminarily assess the need for further studies, analyses, or permits that may be needed during the PA&ED phase. The analysis will be based primarily on a review of existing documentation and databases. A windshield survey field review of the project area will be conducted to document existing conditions of the study area.

GHD will provide a draft document for one round of City review, which will include the Preliminary PEAR and required attachments, including an environmental studies checklist, schedule, and environmental commitments and cost estimate. Upon receipt of comments, GHD will update the Preliminary PEAR and provide a revised draft for review by Caltrans. After any additional changes from Caltrans, the Preliminary PEAR will be updated and resubmitted to Caltrans for final approval.

**Task 3.2 Storm Water Data Report (PSR-PDS Level):** WMH will prepare a PSR-level Storm Water Data Report (SWDR) in accordance with Article 3 of the PSR-PDS Guidelines to summarize the Build Alternatives' impacts to water quality, general mitigation measures, and recommended Best Management Practices (BMPs). The level of detail in the SWDR will be consistent with the level of detail in the PSR-PDS. At a minimum, the SWDR will include the following information:

- Account of the regional water quality control boards within the project limits
- Determination if Clean Water Act, Section 401 – Water Quality Certification is required
- Identification of any location-specific requirements
- Determination of potential for the project to create permanent water quality impacts
- Determination of total estimated disturbed soil area (to the nearest acre) for each project alternative
- Determination of need for coverage under the Construction General Permit and associated project risk level
- Determination of the estimated net post project impervious area (to the nearest acre) for each project alternative

- Determination of requirement to incorporate treatment BMPs, including completion of the Evaluation Documentation Form, and description of any applicable treatment BMPs and right of way needs
- Determination if steep slopes will be created or disturbed, and a description of any advanced erosion control needs
- Determination of requirement for a notification of aerial deposited lead (ADL) residue
- Estimate of costs for permanent and temporary BMPs
- Determination if project has sufficient right of way to treat stormwater on site

**Task 3.3 Draft PSR-PDS including Supporting Documentation:** The PSR-PDS provides a key opportunity for the City of Lakeport, Caltrans, and other stakeholders to achieve consensus on the scope and schedule of the project and will serve as formal documentation on findings. The PSR-PDS documents the purpose and need for the project, summarizes key points from the traffic studies, preliminary environmental assessment, and other technical studies along with the scope, cost, and Build Alternatives enabling the project to gain approval to move into the PA&ED phase.

WMH will prepare a draft PSR-PDS including the following required attachments:

- Location Map
- Build Alternative Layouts and Typical Sections
- Rejected Alternatives
- Complete Streets Decision Document
- PID-level Right of Way Data Sheet and Utility Matrices
- Transportation Planning Scoping Information Sheet (TPSIS)
- Risk Register and Risk Management Plan
- ICE-S1 and TEPA (Phase 1 Task 2.1)
- Cost Estimates (Phase 1 Task 2.4)
- Preliminary PEAR (Phase 1 Task 3.1)
- SWDR (Phase 1 Task 3.2)

### **Deliverables**

- 3.1 Draft (2-City/Caltrans) and Final Preliminary Environmental Analysis Report (PEAR)
- 3.2 Draft and Final Storm Water Data Report (SWDR)
- 3.3 Draft PSR-PDS

#### Task 4: Final PSR-PDS

The approved PSR-PDS will formally document the feasible build alternative(s) and funding requirements, allowing the project to develop the next phase's Cooperative Agreement with Caltrans and move into the PA&ED phase.

**Task 4.1 Support City to present draft final to Lakeport City Council:** The WMH Team will support the City to present draft final SR 29/Lakeport Boulevard interchange PSR-PDS to the Lakeport City Council for consideration of acceptance.

**Task 4.2 Final PSR-PDS:** WMH will document and respond to any comments received at the Lakeport City Council, and the draft SR 29/Lakeport Boulevard interchange PSR-PDS will be finalized for City and Caltrans approval. WMH will submit the final combined PDF to the City and prepare up to one final bound copy and deliver to City of Lakeport.

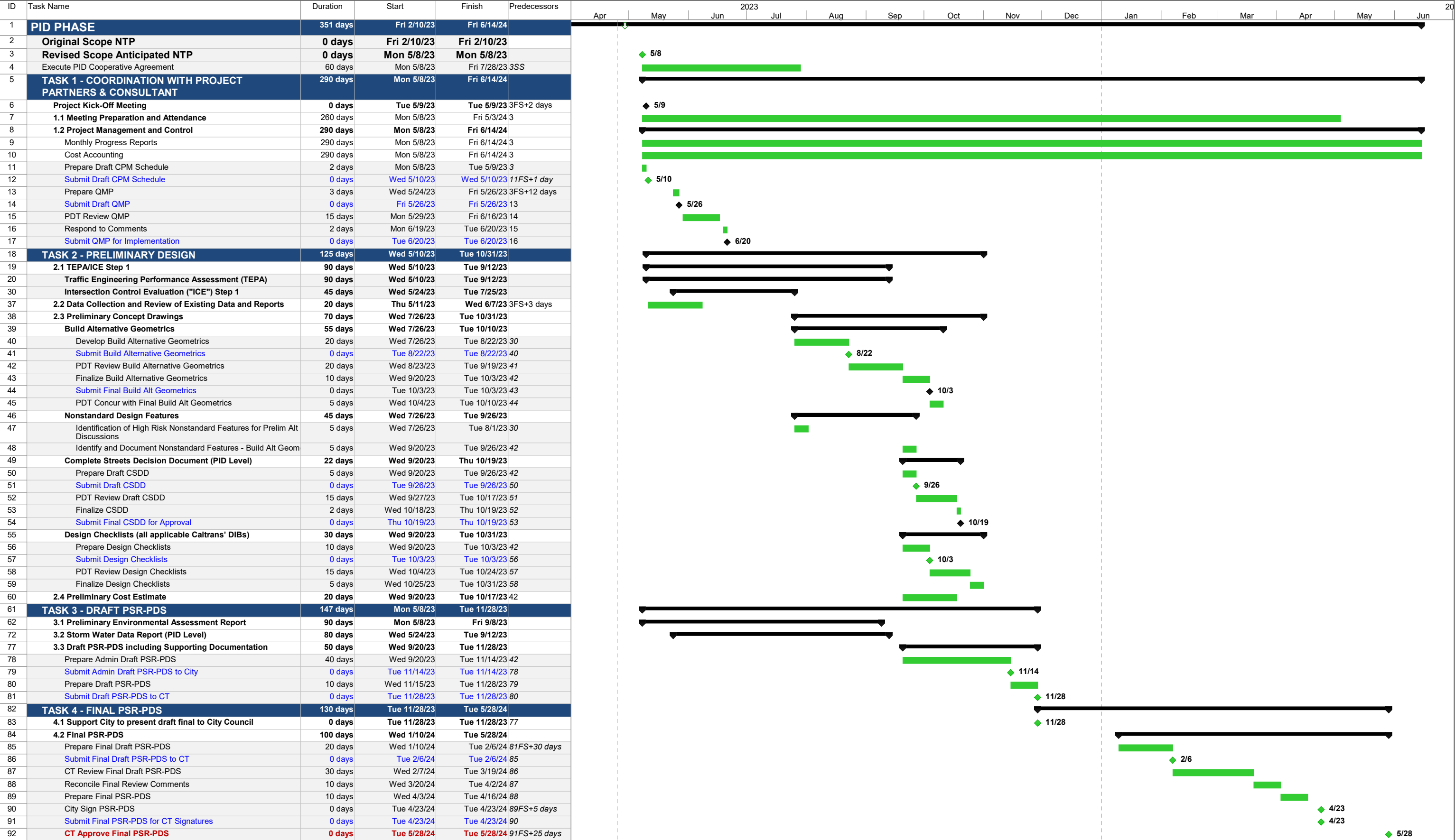
#### *Deliverables*

- 4.1 Support City to Present Draft Final to Lakeport City Council
- 4.2 Provide Final Report Copies (hard and electronic)

City of Lakeport - SR 29/Lakeport Blvd Interchange  
WMH Corporation Phase 1 Fee Proposal  
PSR-PDS and Alternatives Analysis with Full Caltrans Involvement  
April 10, 2023

April 10, 2023				WMH Corporation / GHD																															
Item No.	Description	Grand Total Hours	Grand Total Amount	William Hadaya Principal - in - Charge	Heather Anderson Project Manager	Sean Charles CT Liaison	Quality Manager	Project Engineer	Staff Engineer	Senior Transportation Planner	Project Controls	Project Admin	Kamesh Vedula Traffic Lead	Ron Boyle Rbt Expert	Traffic Engineer	Traffic Support	Brian Bacciarini Enviro Lead	Environmental Support	GIS Support																
				\$364	\$228	\$329	\$228	\$228	\$142	\$167	\$202	\$96	\$260	\$290	\$190	\$150	\$210	\$125	\$125																
Task 1: Coordination with Project Partners & Consultant																																			
1.1	Meeting Preparation and Attendance (includes 1 Public Mtg)	72	\$ 15,544	\$ -	24	\$ 5,472	16	\$ 5,264	\$ -	\$ -	8	\$ 1,136	16	\$ 2,672	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8	\$ 1,000						
1.2	Project Management and Control (incl Coop Support)	132	\$ 30,636	12	\$ 4,368	28	\$ 6,384	12	\$ 3,948	24	\$ 5,472	\$ -	\$ -	48	\$ 9,696	8	\$ 768	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Sub Total - Task 1		204	\$ 46,180	12	\$ 4,368	52	\$ 11,856	28	\$ 9,212	24	\$ 5,472	0	\$ -	8	\$ 1,136	16	\$ 2,672	48	\$ 9,696	8	\$ 768	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,000				
Task 2: Preliminary Design																																			
2.1	TEPA/ICE Step 1	448	\$ 79,260	\$ -	8	\$ 1,824	4	\$ 1,316	\$ -	16	\$ 3,648	120	\$ 17,040	16	\$ 2,672	\$ -	\$ -	40	\$ 10,400	24	\$ 6,960	60	\$ 11,400	160	\$ 24,000	\$ -	\$ -	\$ -	\$ -						
2.2	Data Collection and Review of Exist Data and Reports	14	\$ 2,260	\$ -	2	\$ 456	\$ -	\$ -	\$ -	8	\$ 1,136	4	\$ 668	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
2.3	Preliminary Concept Drawings	264	\$ 47,652	\$ -	16	\$ 3,648	12	\$ 3,948	\$ -	60	\$ 13,680	160	\$ 22,720	8	\$ 1,336	\$ -	\$ -	\$ -	8	\$ 2,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
2.4	Preliminary Cost Estimate	38	\$ 6,802	\$ -	4	\$ 912	2	\$ 658	\$ -	8	\$ 1,824	24	\$ 3,408	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Sub Total - Task 2		764	\$ 135,974	0	\$ -	30	\$ 6,840	18	\$ 5,922	0	\$ -	84	\$ 19,152	312	\$ 44,304	28	\$ 4,676	0	\$ -	0	\$ -	40	\$ 10,400	32	\$ 9,280	60	\$ 11,400	160	\$ 24,000	0	\$ -	0	\$ -	0	\$ -
Task 3: Draft PSR-PDS																																			
3.1	Preliminary Environmental Analysis Report (PEAR)	124	\$ 19,190	\$ -	2	\$ 456	\$ -	\$ -	\$ -	2	\$ 334	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40	\$ 8,400	60	\$ 7,500	20	\$ 2,500				
3.2	Storm Water Data Report (PSR-PDS Level)	106	\$ 17,288	\$ -	2	\$ 456	\$ -	\$ -	24	\$ 5,472	80	\$ 11,360	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
3.3	Draft PSR-PDS including Supporting Documentation	256	\$ 48,724	\$ -	40	\$ 9,120	16	\$ 5,264	\$ -	40	\$ 9,120	60	\$ 8,520	100	\$ 16,700	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Sub Total - Task 3		486	\$ 85,202	0	\$ -	44	\$ 10,032	16	\$ 5,264	0	\$ -	64	\$ 14,592	140	\$ 19,880	102	\$ 17,034	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	40	\$ 8,400	60	\$ 7,500	20	\$ 2,500
Task 4: Final PSR-PDS																																			
4.1	Support City to present draft final to City Council	16	\$ 3,160	\$ -	8	\$ 1,824	\$ -	\$ -	\$ -	8	\$ 1,336	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
4.2	Final PSR-PDS	128	\$ 25,892	\$ -	36	\$ 8,208	12	\$ 3,948	\$ -	16	\$ 3,648	24	\$ 3,408	40	\$ 6,680	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						
Sub Total - Task 4		144	\$ 29,052	0	\$ -	44	\$ 10,032	12	\$ 3,948	0	\$ -	16	\$ 3,648	24	\$ 3,408	48	\$ 8,016	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
OTHER DIRECT COSTS																																			
Plotting, Reproduction, Fed Ex, Travel			\$3,000																																
Sub Total - ODC			\$3,000																																
GRAND TOTAL		1,598	\$299,408	12	\$ 4,368	170	\$ 38,760	74	\$ 24,346	24	\$ 5,472	164	\$ 37,392	484	\$ 68,728	194	\$ 32,398	48	\$ 9,696	8	\$ 768	40	\$ 10,400	32	\$ 9,280	60	\$ 11,400	160	\$ 24,000	40	\$ 8,400	60	\$ 7,500	28	\$ 3,500

Lakeport Blvd at SR 29 Intersections  
Project Alternative Analysis & PID Schedule





Lakeport Blvd at SR 29 Intersections  
Project Alternative Analysis & PID Schedule

PROPOSAL

