

**CITY OF ALBANY  
CITY COUNCIL AGENDA  
STAFF REPORT**

Agenda Date: June 3, 2019

Reviewed by: NA

**SUBJECT:** Contract Agreement with ClientFirst Technology Consulting, for the development of a 5-Year Information Technology Strategic Plan

**REPORT BY:** Isabelle Leduc, Assistant City Manager

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**SUMMARY**

This report is provided as a follow up to the recent Request for Proposals for the development of an Information Technology Strategic Plan that was released on March 21, 2019 and includes a recommendation to retain the services of ClientFirst Technology Consulting to assist the City in the development of a 5-Year Information Technology Strategic Plan.

**STAFF RECOMMENDATION**

That the Council adopt Resolution No. 2019-44 authorizing the City Manager to execute Contract No. C19-80 with ClientFirst Technology Consulting, for the development of a 5-Year Information Technology Strategic Plan.

**BACKGROUND**

The City's current Information Technology Master Plan was developed several years ago as a temporary plan with the primary purpose of providing guidelines for delivering quality Technology Service Management. The Plan is now dated, and requires a refresh to address the vast changes in the City's Information Technology (IT) Infrastructure.

On March 18, 2019, the Council authorized the issuance of a Request for Proposals (RFP) for the development of a 5-year Information Technology Strategic Plan. The RFP was released on March 21, 2019 and a total of four proposals were received in response to the RFP:

ClientFirst Technology Consulting  
Oready, LLC  
SDI Presence LLC  
Third Wave Corporation

A panel comprised of the City's Assistant City Manager, City Clerk, and Information Technology Manager as well as the City of Emeryville's Information Technology Manager interviewed the four companies on May 22, 2019. It is recommended that ClientFirst Technology Consulting be selected as the most qualified firm to provide services for the development of an Information Technology Strategic Plan for the City.

ClientFirst Technology Consulting has a long history of working with small and medium sized cities in several states, including many in California: Piedmont, San Pablo, Danville, Dublin, and many others. Their firm has deep expertise in both strategic planning and operation of governmental IT systems. ClientFirst is proposing a 12 week timeline for the completion of the City's Information Technology Strategic Plan.

### **FINANCIAL IMPACT**

Per the cost proposal received as part of the response to the RFP, the dollar cost bid for ClientFirst Technology Consulting to develop a 5-year Information Technology Strategic Plan for the City is not to exceed \$39,955.

### **Attachments**

1. Resolution No. 2019-44
2. Contract No. C19-80

1 **RESOLUTION NO. 2019-44**

2 **A RESOLUTION OF THE ALBANY CITY COUNCIL AUTHORIZING**  
3 **THE CITY MANAGER TO ENTER INTO CONTRACT NO. C19-80 WITH**  
4 **CLIENTFIRST TECHNOLOGY CONSULTING FOR THE**  
5 **DEVELOPMENT OF A 5-YEAR INFORMATION TECHNOLOGY**  
6 **STRATEGIC PLAN**

7 **WHEREAS**, the current City Information Technology Master Plan was developed  
8 several years ago and is no longer adequate to support the Information Technology goals  
9 and objectives of the City; and

10  
11 **WHEREAS**, on March 18, 2019, the Council authorized the issuance of a Request  
12 for Proposals (RFP) for the development of a 5-year Information Technology Strategic  
13 Plan; and

14  
15 **WHEREAS**, the RFP was released on March 21, 2019, and a total of four  
16 responses were received; and

17  
18 **WHEREAS**, a panel comprised of the City's Assistant City Manager, City Clerk,  
19 and Information Technology Manager as well as the City of Emeryville's Information  
20 Technology Manager interviewed the four companies on May 22, 2019, recommending  
21 ClientFirst Technology Consulting as the most qualified firm to provide information  
22 technology planning services for the City.

23 **NOW, THEREFORE, BE IT RESOLVED**, that the Albany City Council hereby  
24 authorizes the City Manager to execute an agreement with ClientFirst Technology  
25 Consulting for the development of a 5-year Information Technology Strategic Plan for the  
26 City in an amount not to exceed \$39,955.

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ROCHELLE NASON, MAYOR

**CONTRACT # C19-80  
AGREEMENT FOR CONSULTANT SERVICES  
BETWEEN  
THE CITY OF ALBANY  
AND  
CLIENTFIRST TECHNOLOGY CONSULTING**

**FOR PROJECT:  
5-YEAR INFORMATION TECHNOLOGY STRATEGIC PLAN**

This AGREEMENT FOR CONSULTANT SERVICES ("AGREEMENT"), is made and entered into this \_\_\_\_\_ of \_\_\_\_\_ 2019 by and among the City of Albany a California charter city ("CITY") and ClientFirst Technology Consulting [California corporation, partnership, LLC or LLP, or individual] ("CONSULTANT").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**SECTION 1. TERM OF AGREEMENT.**

Subject to the provisions of SECTION 19 "TERMINATION OF AGREEMENT" of this AGREEMENT, the term of this AGREEMENT shall be for a period of 6 months from the date of execution of this AGREEMENT, as first shown above. Such term may be reduced or extended upon written agreement of both parties to this AGREEMENT.

**SECTION 2. SCOPE OF SERVICES.**

CONSULTANT agrees to perform the services set forth in EXHIBIT "A" "SCOPE OF SERVICES" and made a part of this AGREEMENT.

**SECTION 3. ADDITIONAL SERVICES.**

CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to or outside of those set forth in this AGREEMENT or listed in EXHIBIT "A" "SCOPE OF SERVICES", unless such additional services are authorized in advance and in writing by the City Council or City Manager of CITY. CONSULTANT shall be compensated for any such additional services in the amounts and in the manner agreed to by the City Council or City Manager.

#### **SECTION 4. COMPENSATION AND METHOD OF PAYMENT.**

Subject to any limitations set forth in this AGREEMENT, CITY agrees to pay CONSULTANT the amounts specified in EXHIBIT "B" "COMPENSATION" and made a part of this AGREEMENT. The total compensation, including reimbursement for actual expenses, shall not exceed \$39,955.00 unless additional compensation is approved in writing by the City Council or City Manager.

Each month CONSULTANT shall furnish to CITY an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, sub-consultant contracts and miscellaneous expenses. CITY shall independently review each invoice submitted by the CONSULTANT to determine whether the work performed and expenses incurred are in compliance with the provisions of this AGREEMENT. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth below. In the event any charges or expenses are disputed by CITY, the original invoice shall be returned by CITY to CONSULTANT for correction and resubmission.

Except as to any charges for work performed or expenses incurred by CONSULTANT which are disputed by CITY, CITY will use its best efforts to cause CONSULTANT to be paid within thirty (30) days of receipt of CONSULTANT's invoice.

Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

#### **SECTION 5. INSPECTION AND FINAL ACCEPTANCE.**

CITY may inspect and accept or reject any of CONSULTANT's work under this AGREEMENT, either during performance or when completed. CITY shall reject or finally accept CONSULTANT's work within sixty (60) days after submitted to CITY. CITY shall reject work by a timely written explanation, otherwise CONSULTANT's work shall be deemed to have been accepted. CITY's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of CONSULTANT's work by CITY shall not constitute a waiver of any of the provisions of this AGREEMENT including, but not limited to, SECTIONS 15 and 16, pertaining to indemnification and insurance, respectively.

#### **SECTION 6. OWNERSHIP OF DOCUMENTS.**

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by CONSULTANT in the course of providing any services pursuant to this

AGREEMENT shall become the sole property of CITY and may be used, reused or otherwise disposed of by CITY without the permission of the CONSULTANT. Upon completion, expiration or termination of this AGREEMENT, CONSULTANT shall turn over to CITY all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

#### **SECTION 7. CONSULTANT'S BOOKS AND RECORDS.**

CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for three years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by CITY or its designated representative. Copies of such documents or records shall be provided directly to the CITY for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CITY, as well as to its successors-in-interest and authorized representatives.

#### **SECTION 8. STATUS OF CONSULTANT.**

(a) CONSULTANT is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CITY. CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) Neither CONSULTANT, nor any of CONSULTANT's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CITY'S employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

#### **SECTION 9. STANDARD OF PERFORMANCE.**

CONSULTANT represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

#### **SECTION 10. COMPLIANCE WITH APPLICABLE LAWS, PERMITS, AND LICENSES.**

CONSULTANT shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT. CONSULTANT shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this AGREEMENT. Neither CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

CONSULTANT shall obtain and maintain in full force and effect during the term of this AGREEMENT a Business License from the CITY's Finance Department. Provide City of Albany Business License number and Expiration Date on Page 11 of this contract.

## **SECTION 11. NONDISCRIMINATION.**

CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

## **SECTION 12. UNAUTHORIZED ALIENS.**

CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et M., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CITY.

## **SECTION 13. CONFLICTS OF INTEREST.**

(a) CONSULTANT covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. CONSULTANT agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY in the performance of this AGREEMENT.

(b) CITY understands and acknowledges that CONSULTANT is, or may be, as of the date of execution of this AGREEMENT, independently involved in the performance of non-related services for other governmental agencies and private parties. CONSULTANT is unaware of any stated position of CITY relative to such projects. Any future position of CITY on such projects shall not be considered a conflict of interest for purposes of this section.

## **SECTION 14. CONFIDENTIAL INFORMATION AND RELEASE OF INFORMATION.**

(a) All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless such information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to



persons or entities other than CITY without prior written authorization from the City Administrator, except as may be required by law.

(b) CONSULTANT, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of CITY, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this AGREEMENT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(c) If CONSULTANT, or any officer, employee, agent or subcontractor of CONSULTANT, provides any information or work product in violation of this AGREEMENT, then CITY shall have the right to reimbursement and indemnity from CONSULTANT for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of CONSULTANT's conduct.

(d) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this AGREEMENT and the work performed thereunder. CITY retains the right, but has no obligation, to represent CONSULTANT or be present at any deposition, hearing or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide CITY with the opportunity to review any response to discovery requests provided by CONSULTANT. However, this right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

## **SECTION 15. INDEMNIFICATION.**

(a) CITY and its elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "INDEMNITEES") shall have no liability to CONSULTANT or any other person for, and CONSULTANT shall indemnify, defend, protect and hold harmless INDEMNITEES from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "CLAIMS"), which INDEMNITEES may suffer or incur or to which INDEMNITEES may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by the CONSULTANT's performance of or failure to perform any services under this AGREEMENT or by the negligent or *willful* acts or omissions of CONSULTANT, its agents, officers, directors, subcontractors or employees, committed in performing any of the services under this AGREEMENT.

(b) If any action or proceeding is brought against INDEMNITEES by reason of any of the matters against which CONSULTANT has agreed to indemnify INDEMNITEES as provided above, CONSULTANT, upon notice from CITY, shall defend INDEMNITEES at CONSULTANT's expense by counsel acceptable to CITY, such acceptance not to be unreasonably withheld. INDEMNITEES need not have first paid for any of the matters to which INDEMNITEES are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by CONSULTANT under SECTION 16 shall ensure CONSULTANT's obligations under this section, but the limits of such insurance shall not limit the liability of CONSULTANT hereunder. The provisions of this section shall survive the expiration or earlier termination of this AGREEMENT.

(c) The provisions of this section do not apply to CLAIMS occurring as a result of the CITY's sole negligence or *willful* acts or omissions.

#### **SECTION 16. INSURANCE.**

CONSULTANT agrees to obtain and maintain in full force and effect during the term of this AGREEMENT the insurance policies set forth in EXHIBIT "C" "INSURANCE" and made a part of this AGREEMENT. All insurance policies shall be subject to approval by CITY as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Administrator. CONSULTANT agrees to provide CITY with copies of required policies upon request.

#### **SECTION 17. ASSIGNMENT.**

The expertise and experience of CONSULTANT are material considerations for this AGREEMENT. CITY has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon CONSULTANT under this AGREEMENT. In recognition of that interest, CONSULTANT shall not assign or transfer this AGREEMENT or any portion of this AGREEMENT or the performance of any of CONSULTANT's duties or obligations under this AGREEMENT without the prior written consent of the CITY. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this AGREEMENT entitling CITY to any and all remedies at law or in equity, including summary termination of this AGREEMENT. CITY acknowledges, however, that CONSULTANT, in the performance of its duties pursuant to this AGREEMENT, may utilize subcontractors.

#### **SECTION 18. CONTINUITY OF PERSONNEL.**

CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT. CONSULTANT shall notify CITY of any changes in CONSULTANT's

staff assigned to perform the services required under this AGREEMENT, prior to any such performance.

#### **SECTION 19. TERMINATION OF AGREEMENT.**

(a) CITY may terminate this AGREEMENT, with or without cause, at any time by giving thirty (30) days written notice of termination to CONSULTANT. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(b) CONSULTANT may terminate this AGREEMENT at any time upon thirty (30) days written notice of termination to CITY. In the event such notice is given, CONSULTANT shall cease immediately all work in progress.

(c) If either CONSULTANT or CITY fail to perform any material obligation under this AGREEMENT, then, in addition to any other remedies, either CONSULTANT, or CITY may terminate this AGREEMENT immediately upon written notice.

(d) Upon termination of this AGREEMENT by either CONSULTANT or CITY, all property belonging exclusively to CITY which is in CONSULTANT's possession shall be returned to CITY. CONSULTANT shall furnish to CITY a final invoice for work performed and expenses incurred by CONSULTANT, prepared as set forth in SECTION 4 of this AGREEMENT. This final invoice shall be reviewed and paid in the same manner as set forth in SECTION 4 of this AGREEMENT.

#### **SECTION 20. DEFAULT.**

In the event that CONSULTANT is in default under the terms of this AGREEMENT, the CITY shall not have any obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and may terminate this AGREEMENT immediately by written notice to the CONSULTANT.

#### **SECTION 21. EXCUSABLE DELAYS.**

CONSULTANT shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of CONSULTANT. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CITY, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this AGREEMENT shall be equitably adjusted for any delays due to such causes.

**SECTION 22. COOPERATION BY CITY.**

All public information, data, reports, records, and maps as are existing and available to CITY as public records, and which are necessary for carrying out the work as outlined in the EXHIBIT "A" "SCOPE OF SERVICES", shall be furnished to CONSULTANT in every reasonable way to facilitate, without undue delay, the work to be performed under this AGREEMENT.

**SECTION 23. NOTICES.**

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To CITY: Nicole Almaguer  
City Manager  
City of Albany  
1000 San Pablo Avenue  
Albany, CA 94706

To CONSULTANT: David W. Krout/Tom Jakobsen  
Partners  
ClientFirst Technology Consulting  
980 Montecito Dr. Suite 209  
Corona, CA 92879

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

**SECTION 24. AUTHORITY TO EXECUTE.**

The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

**SECTION 25. BINDING EFFECT.**

This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**SECTION 26. MODIFICATION OF AGREEMENT.**

No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **SECTION 27. WAIVER**

Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

#### **SECTION 28. LAW TO GOVERN; VENUE.**

This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in Alameda County. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

#### **SECTION 29. CLAIMS.**

All claims arising out of or related to this agreement must be presented not later than six (6) months after the accrual of the cause of action. Such claims shall be governed by the provisions of the Albany Municipal Code and such claims shall further be governed by the provisions of section 930.4 of the Government Code for the purposes of filing leave to present a later claim. It is further provided that subdivision (b) of section 911.4 sections 911.6 to 912.2, inclusive and section 946.6 are applicable to all such claims, and the time specified in this agreement shall be deemed the "time specified" in section 911.2 within the meaning of sections 911.6 and 946.6.

#### **SECTION 30. W-9 FORM**

Complete the attached EXHIBIT "D W-9 FORM" that will be removed from this contract and forwarded to our Finance Department for use during invoice processing.

#### **SECTION 31. ENTIRE AGREEMENT.**

This AGREEMENT, including the attached EXHIBITS "A" through "D", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this

AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

**SECTION 32. SEVERABILITY.**

If any term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

**IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

**CITY OF ALBANY:**

**CONSULTANT:**

By \_\_\_\_\_  
Nicole Almaguer, City Manager

By \_\_\_\_\_  
(Authorized Officer)

Date \_\_\_\_\_

Name:  
Title:

By \_\_\_\_\_  
(Authorized Officer)

Name:  
Title:

**APPROVED AS TO FORM:**

City of Albany Business ID #:

\_\_\_\_\_  
Craig Labadie, City Attorney

**BL**\_\_\_\_\_

Date \_\_\_\_\_

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

# **Exhibit A - SCOPE OF SERVICES**



## Detailed Work Plan

The following work plan outlines the project steps, the hours to be devoted by project team members and an estimated timeline. The timeline starts on the date of the Kick-Off Meeting.

Step	IT Strategic Plan	Total Billable Hours	Steve/ David	Tom	Tam/ Tatjana
<b>Project Coordination</b>					
1	Overall Project Coordination	12	4	8	
<b>Phase 1: Project Initiation</b>					
2	Develop Questionnaires/Surveys for Assessment	4	2		2
3	Kick-Off Meeting with City Project Manager and Key Personnel	4	4		
4	Obtain and Review Background Information and Preparation	3	2	1	
<b>Phase 2: Needs Assessment</b>					
5	General Data Collection/Gathering, Distribution of Questionnaire, and Collection of Completed Questionnaires/Surveys	6	2		4
6	<b>Management and Functional Department Interview Workshops</b>				
	City Manager/Executive Team	3	1	1	1
	City Manager's Office/Administrative	2	1		1
	Clerk/Legal	2	1		1
	Community Development/Building/Planning & Zoning	4	2		2
	Finance & Administrative Services	4	2		2
	Human Resources	2	1		1
	Police	3	1.5		1.5
	Fire	3	1.5		1.5
	Recreation	3	1.5		1.5
7	<b>IT Infrastructure, Operations, and Staffing Reviews</b>				
	IT Team Interviews	4		4	
	Key IT Contractor Interviews	2		2	
	IT Information Gathering Activities, including:	8		8	
	Tour IT Facilities				
	Assessment and Information Gathering, including:				
	IT Policies and Procedures				
	IT Governance				
	Website and Social Media Review				
	IT Network and Infrastructure				
	Storage and Back-Ups				
	Audiovisual Systems				





Step	IT Strategic Plan	Total Billable Hours	Steve/ David	Tom	Tam/ Tatjana
	Servers, Server Applications, and Management				
	Cybersecurity				
	Disaster Recovery, Business Continuity, and Risk Management				
	Email and Message Archiving				
	Help Desk				
	Desktop Environment				
	IT Projects and Budgets				
	Telecommunications				
	Services, Lines, and Equipment				
	Operations, including Support/Service Agreements				
	IT Staffing and Outsourcing Arrangements				
	GIS and GIS Integration				
<b>8</b>	<b>Documentation</b>				
	Summarize Findings and Observations	12	4	4	4
<b>Phase 3: Research and Preliminary Plan Development</b>					
<b>9</b>	Develop Key Strategies	2	1	1	
<b>10</b>	Define Goals and Objectives	2	1	1	
<b>11</b>	Current State Assessment and SWOT Analysis	8	4	4	
	Risk Assessment	Included			
	Governance Assessment	Included			
	Technical Infrastructure Analysis	Included			
	Organizational Structure Analysis	Included			
	IT Staffing and Outsourced Services Analysis	Included			
<b>12</b>	Develop Preliminary Initiatives, Findings, Alternatives, and Recommendations	26	6	8	12
	Current IT Environment Summary and Condition	Included			
	All Applications/Systems, including ERP, Enterprise Content Management, GIS, all departmental-based solutions, etc.	Included			
	Application Integration	Included			
	Management and Operational Reporting	Included			
	User Training Needs	Included			
	Data Management	Included			
	Site Security (Video and Physical)	Included			
	IT and Telecommunications Infrastructure	Included			
	Network	Included			



Step	IT Strategic Plan	Total Billable Hours	Steve/ David	Tom	Tam/ Tatjana
	Servers	Included			
	Storage and Back-Ups	Included			
	Handhelds/Mobile	Included			
	IT Operations	Included			
	Desktops	Included			
	Software Licensing	Included			
	Help Desk and Report	Included			
	Email and Message Archiving	Included			
	Management and Productivity Tools	Included			
	IT Policies and Procedures	Included			
	IT Staffing Strategies and Options	Included			
	IT Security	Included			
	Business Continuity / Disaster Recovery / Incident Response	Included			
	Cloud Computing / Cloud Storage	Included			
	Technology Master Plan Implementation Methodology	Included			
	Emerging Technologies	Included			
13	Preliminary Budgets	8	2	4	2
14	Develop Assessment Report	12	4	6	2
15	Preliminary Prioritizations	2	1	1	
<b>Phase 4: Planning and Prioritization Workshops</b>					
16	Develop Workshop Materials	6	2	2	2
17	Workshop - Departments and Project Team	4	4		
18	Workshop - IT Infrastructure and Operations	4		4	
19	Prioritization Workshop - Project Committee	4	4		
20	Workshop - Executive Management	4	2	2	
21	Revisions	8	2	2	4
<b>Phase 5: Final Report and Presentations</b>					
22	Develop Final Report and Supporting Documentation	18	8	8	2
23	Develop Presentation Materials	4	2	2	
24	Final Report Presentation - City Management	4	2	2	
<b>Hours by Consultant</b>		<b>197</b>	<b>75.5</b>	<b>75</b>	<b>46.5</b>

# **Exhibit B - COMPENSATION**





## Fee Summary

Our professional fees are based on the scope and approach outlined in this proposal, including expenses. Our standard billing rates for these types of services are dependent on the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

IT Strategic Plan	Total Billable Hours	Steve/ David	Tom	Tam/ Tatjana
Hours by Consultant	197	75.5	75	46.5
Rate		\$195	\$195	\$150
Fees	\$36,323			
Travel and Related (not-to-exceed 10%)	\$3,632			
<b>Total Cost (Not-to-Exceed)</b>	<b>\$39,955</b>			

Note: See detailed work plan on the next page.

## Project Start

We can begin the initial activities related to this project, such as project coordination and scheduling, within 1-2 weeks of finalizing an agreement regarding this proposal.

## Scope Changes and Management

Alternative scope changes and fee adjustments are possible and are dependent on specific project needs and staff resources and capabilities. Minor changes to the scope and methodology stated above will not result in a change in our fees.

If the nature or scope of our work should change significantly during the project, we will discuss such matters and their effect on our fees and obtain written approval before proceeding.

## Payment Terms

We invoice monthly as work proceeds. *CLIENTFIRST* will provide detailed accounting of all consulting time and expenses on the invoice. Payments are due within 30 days of receipt, via check or ACH.

## Additional Services/Purchases by Other Seeking Public Agencies

*CLIENTFIRST* acknowledges that other public agencies may seek to “piggy-back” under the same terms and conditions of a resulting similar services contract and/or purchases being offered in this contract. *CLIENTFIRST* has the option to agree or disagree to allow contract piggy-backs on a case-by-case basis. Before a seeking public agency can piggy-back any contract, the seeking agency must first obtain *CLIENTFIRST*’s written approval.