CITY OF CORONADO

Request for Proposal

for

Geographic Information System (GIS) Technical Support Services

July 1, 2020
I. INTRODUCTION

The City of Coronado’s Information Technology Division intends to retain one qualified GIS technology firm with GIS qualifications and expertise to provide GIS services to the City. The City will enter into a General Services contract with one GIS firm to perform an agreed-upon specific scope of services and fees that best meet the City’s GIS needs.

This Request for Proposals (RFP) identifies the submission requirements and process that the City will use to select one firm for its GIS support needs.

II. BACKGROUND

The City of Coronado is a built-out coastal city measuring 7.4 square miles located to the south of downtown San Diego. It has a decentralized, underdeveloped and under-supported GIS. To remedy this, and in preparation for GIS requirements for two new information systems – the Police Department’s Computer Aided Dispatch and Records Management System (CAD/RMS) as well as the Public Service and Engineering Department’s asset management and maintenance system, a comprehensive needs assessment was completed in 2019. The needs assessment (Attachment A) was used to inform the RFP.

III. SCOPE OF SERVICES

Interested and qualified GIS firms are encouraged to prepare a proposal to provide the following services:

Task 1: Develop a foundation for the GIS program to achieve the following goals:
- Centralize important GIS layers to a new shared network location
- Use GIS tools more efficiently with focused training
- Develop high priority layers
- Further develop existing ArcGIS Online services
- Develop “knowledge bank”
- Initiate quarterly GIS stakeholder meeting
- Establish data sharing protocols and communication with local and partner agencies

Task 2: Evaluate, recommend, and implement GIS hardware and software solutions to allow optimum use of GIS within enterprise software and other City resources. Develop server and system configuration as well as ArcGIS online architecture and database sources required for enterprise implementation. Achieve the goals outlined in the City’s GIS needs assessment documentation (Attachment A).

Task 3: Support, develop, analyze and further enhance enterprise GIS. Goals for this task include the following:
- Full integration and use of GIS across all enterprise systems
- As needed (projected weekly/bi-weekly) onsite or remote support of all GIS related requests with direction from IT
- Evaluation of staffing, licensing and other software or support needs
- Provide staff training as needed

IV. SELECTION CRITERIA/QUALIFICATIONS

A. Submittals

Four (4) copies of the PROPOSAL must be received by **3:00 p.m. on Monday, July 27, 2020.** Late or faxed submittals will not be accepted.

Submit PROPOSALS to:
City of Coronado
Clerk’s Office
1825 Strand Way
Coronado, California 92118

Due to Covid-19, a mandatory virtual proposers’ conference will be held on July 14, 2020, at 1:00 p.m. via Zoom. Please register to attend by contacting procurement@coronado.ca.us by close of business on Thursday July 9, 2020. Please submit all questions and requests for clarification in writing to procurement@coronado.ca.us before 2 p.m. on Thursday, July 16, 2020. Responses will be posted by close of business day on Monday, July 20, 2020.

B. RFP Purpose and Timeline

The purpose of this RFP is to solicit qualifications from professional services firms for GIS technical services. The IT Department shall:

1. Review the RFP submissions.
2. Develop a short list of qualified firms.
3. Conduct interviews with qualified firms, if deemed necessary at the City’s sole discretion.
4. Enter into exclusive negotiations for a period of time not to exceed thirty (30) days to develop and execute a GIS General Services Agreement.

Based on the review and ranking process of the RFP responses, the City will select one firm with whom to enter into a GIS services agreement. Provided below is the conceptual timeline for the RFP process:

<table>
<thead>
<tr>
<th>Date</th>
<th>Milestone</th>
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<tbody>
<tr>
<td>July 1, 2020</td>
<td>RFP Issued</td>
</tr>
<tr>
<td>July 14, 2020</td>
<td>Mandatory Proposers’ Conference via Zoom</td>
</tr>
<tr>
<td>July 16, 2020</td>
<td>Requests for Clarifications/Questions due by close of business</td>
</tr>
<tr>
<td>July 20, 2020</td>
<td>Responses to Questions Posted</td>
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<tr>
<td>July 27, 2020</td>
<td>Proposal Submission Deadline</td>
</tr>
<tr>
<td>August 5, 2020</td>
<td>Submittal Review Completed by City</td>
</tr>
<tr>
<td>August 18, 2020</td>
<td>City Council Authorization to Award Contract</td>
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</table>
C. Minimum Qualifications

The City is seeking a GIS firm with, at a minimum, the professional qualifications and demonstrated experience in successfully performing the various types of GIS technology services in the Scope of Services section. Consultants submitting proposals should meet the following criteria and provide information acknowledging such compliance:

- Dedicated staffing experience providing contract GIS services to a public agency.
- Experience working with the latest ESRI-based GIS desktop software and ESRI web application system software.
- Knowledge and experience configuring building permit processing software (the City currently uses Central Square’s TrakIT land management system but expects to move to Tyler’s EnerGov system within the next two years) and other applicable software used in a public agency.
- Qualified, customer service-oriented and experienced GIS staff available for contract services on a continual and as-needed basis.

The GIS services firm must also be able to provide and maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance from an insurance company authorized to do business in the State of California in an insurable amount of not less than one million dollars ($1,000,000) for each occurrence. For professional liability insurance, the policy shall be on a claims made and in the aggregate basis. The City shall be named as an additional insured on the required general liability and automobile liability policies.

D. Submission Requirements

In order to be considered responsive to this RFP, GIS Professional Service firms shall submit four (4) signed copies of the following information in bound document form, one (1) unbound copy suitable for reproduction, and a completed electronic copy in Microsoft Word or PDF format. THE HARD COPIES MUST BE IDENTICAL TO THE ELECTRONIC COPIES:

Proposal Format – Proposals should follow the Request for Proposals format provided below. All proposals must be signed by a duly authorized official representing the prospective consultant. The cover letter shall contain the names of the project manager, key staff that will perform the project and the office location(s) where the work will be performed. Please include a Table of Contents at the beginning of the proposal clearly outlining the contents of each section.

Please provide the following sections, at a minimum:

Proposal Section 1 – Approach to Work. Using Section III – Scope of Services and the GIS Needs Assessment for the City of Coronado (Attachment A) as a guide, describe proposed work tasks in sufficient detail to present your recommended approach. Attachment A identifies opportunities for enterprise systems, specifically, the newly acquired Police Department CAD/RMS and pending Public Services & Engineering CMMS, to utilize GIS. Discuss reasons for any changes made to the Scope of Services outlined in Section III. Discuss proposed project management, quality assurance, and cost control techniques. Provide a project schedule for the
work showing task sequence, time required for each task, person hours by task, reviews, milestones, and total project duration. The schedule should show how the Scope of Services will be accomplished by the identified milestone dates. Explain how the proposed organization and schedule will make optimum use of resources. This schedule shall also include all necessary City trainings, workshops, and review activities. (NOTE: Consultant shall allow a minimum of fifteen (15) business days for any City review activities). Discuss any unique ideas/concerns relating to the project.

**Proposal Section 2 – Specialized Experience.** Indicate experience gained from recent work similar to the proposed scope of services. Emphasize experience that will be applied to the proposed work and the firm’s ability to complete the work within budget and as scheduled. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work.

**Proposal Section 3 – Project Team.** Describe the team and key staff that will be committed to complete the work described in Proposal Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of City involvement. Key personnel that are included in the proposal must be committed for the duration of the study. Any substitutions or changes to the project team must be brought to the attention of and approved by the City.

**Proposal Section 4 – Estimated Implementation Plan.** Please provide an estimated implementation plan with various milestones, assuming the contract would be awarded by the end of August 2020.

**Proposal Section 5 – References.** Provide at least three references that can comment on the past performance of the firm and key staff on a study/project completed within the last five years that is comparable to the proposed work. Please use Attachment B to include brief descriptions, implementation dates and contact information for any related projects that you wish to use as references.

**Proposal Section 6 – Fee Proposal.** Respondents are required to provide a Fee Proposal, with an itemized breakdown (Reference Form). The itemized breakdown shall indicate how the fee proposal was developed, including all anticipated elements, time requirements for each proposed task and sub task, hourly rates, etc., needed to perform the scope of services. The fee proposal should include all services described other than reimbursable expenses.

**E. Evaluation.** The City shall create a Selection Committee consisting of City staff members. The Selection Committee will review and analyze all responses, contact references, complete interviews as necessary, and select the firm best able to meet the City’s needs.

The City reserves the right to reject any or all responses, to waive any informality in the specifications or RFP process, or to cancel in whole or in part the Request for Proposals if it is in the best interest of the City to do so.

By submitting a response to this RFP, the prospective consultant waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. Acceptance of any statement
submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract for GIS services. This RFP does not commit the City to pay any costs incurred in the preparation of a response to contract for services. All responses to this RFP shall become the property of the City.

1. Consultant Selection Criteria

The City has the sole authority in its sole discretion to select the preferred GIS firm and reserves the right to reject proposals based on information submitted and from interviews, investigation of previous and current projects, financial capability, and other pertinent factors. In addition, the City reserves the right to approve or reject all subconsultants and/or team members proposed to be retained by the principal consultant.

The proposals will be evaluated based on the consultants’ response to this RFP and on the following criteria. Each submittal shall be judged as to the consultant’s capabilities and experience to perform GIS services. Selection will be based on 100-point criteria as follows:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>POINTS</th>
<th>SELECTION CRITERIA</th>
<th>(100 points maximum)</th>
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<tbody>
<tr>
<td>1.</td>
<td>20</td>
<td><strong>Approach to Work:</strong> Firms will be evaluated on their understanding of the scope of services, proposed project management and cost control techniques, unique/creative approaches to work, and overall GIS infrastructure design and adherence to the RFP.</td>
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<tr>
<td>2.</td>
<td>20</td>
<td><strong>Specialized Experience and Capabilities:</strong> Each firm will be assessed on its specialized experience directly relating to the scope of services and evidence of ability to complete the work within schedule and on budget, similar projects, references, the company’s experience and the depth of in-house or subconsultant support.</td>
<td></td>
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<tr>
<td>3.</td>
<td>25</td>
<td><strong>Project Team</strong> Each firm will be evaluated on the specialized experience of key personnel (project manager, key staff), credentials and certifications, and their time commitment to the areas assigned.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>20</td>
<td><strong>Overall Proposal Quality and Other Considerations:</strong> Each firm’s submittal will be evaluated for compliance with the format of the proposal and cover letter requirements, general responsiveness, clarity of presentation, proposal quality, and comments received from references.</td>
<td></td>
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</tbody>
</table>
The Selection Committee will review and rank the submittals based on the above criteria. The top-rated firms will be short-listed and may be invited to an interview if deemed necessary by the evaluation committee. Based on the submittals and possible interviews, a primary consultant will be recommended to the City Council for a Professional Services Contract. Upon Council approval, the contract will be awarded. Should the City and the selected Consultant be unable to agree on contract terms, the award of the contract will be offered to the second ranking firm, and so forth, as necessary.

Notwithstanding a recommendation of the Selection Committee, the City retains the sole right to exercise its judgment concerning the selection of consultant and the terms of any resultant agreement. The City is the ultimate decision-making body and makes the final determination necessary to arrive at a decision to award, or not award, a contract.

All responses to this RFP become property of Coronado and will be kept confidential until a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act (Cal. Govt. Code Sections 6250 et seq.). Therefore, unless the information is exempt from disclosure by law, the content of any submittal, request for explanation, exception, or substitution, response to these specifications, protest, or any other written communication between the City of Coronado and any Respondent regarding the procurement, shall be available to the public.

2. Submission Deadline

To be considered for selection, qualifications in the form specified in this RFP document must be submitted to the City Clerk’s Office, 1825 Strand Way, Coronado, California, by 3:00 p.m. on Monday, July 27, 2020. All submittals must be sealed and marked “REQUEST FOR PROPOSALS FOR GIS SERVICES.” Proposals received after 3:00 p.m. on July 27, 2020, will not be considered.

F. Compensation

The method of compensation will be an annual firm fixed-fee agreement. Respondents should submit a Fee Schedule identifying costs associated with performing the Scope of Services.

G. Contract Duration

The term of the contract will be determined based upon the respondent’s proposed schedule to accomplish the scope of services. It is anticipated that the City will enter into an agreement with the GIS firm for a term of two years. The City reserves the right to terminate the contract when it
is determined it is in the best interest of the City. The City may also elect to renew the contract on an annual basis, but not exceeding a total contract duration of five (5) consecutive years. A sample contract is included as Attachment C.

H. Conflict of Interest

The consultant must comply with the requirements of all applicable federal, state and local conflict of interest laws affecting the City. They include, but are not limited to: Government Code Section 1090, et. seq.; Government Code Section 87100, et. seq.; Health and Safety Code Section 34281; and the federal conflict provisions including those set forth in 24 CFR Part 85. In addition, the consultant may be required to comply with all additional conflict of interest provisions related to the City of Coronado, if and when applicable. This is not a comprehensive statement of all potentially applicable conflict of interest provisions. Any prospective consultant with a conflict of interest, real or apparent, will not be considered.
GEOGRAPHIC INFORMATION SYSTEMS (GIS) NEEDS ASSESSMENT

City of Coronado

Prepared by: Compass Rose GIS, May 2, 2019
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## APPENDICES

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GIS Needs Assessment

Executive Summary
The City of Coronado desires to enhance their Geographic Information System (GIS) with more relevant and accurate data, and ultimately integrate other business systems with their GIS applications. In order to accomplish this, a GIS needs assessment was performed to study the current environment and provide an implementation roadmap for a city-wide enterprise GIS. The contents of this report will examine:

1. The existing GIS environment (data, software, staffing)
2. GIS opportunities and priority projects
3. Implementation plan for an enterprise GIS program

Key components to having a successful GIS program at the City of Coronado are to establish data standards and procedures, easily accessible maps and apps, and specialized staff training. Several staff have already emerged as GIS leaders in their departments, and the addition of an on-call GIS contractor will help support the short-term goals and ultimately long-term success of the City’s GIS program.

Throughout the needs assessment process, similar concerns were shared by each of the participating departments. In general, users would like:

- Better data (more accurate, converted from other sources, shared by other agencies)
- Database, software, and system centralization and standardization
- Integration with other business systems (land management, CAD, ERMS, CMMS, CRM, other)
- Minimize redundancies between departments and staff
- Increased communication between GIS users
- Sharing of data and resources
- A dedicated GIS staff person to help serve the City’s departments

While the Information Technology (IT) division took the lead on executing this needs assessment project, all the departments had multiple opportunities to participate and contribute to the GIS planning process. Departments that participated in the interviews included:

1. Administrative Services
2. Community Development
3. Fire Services
4. Library Services
5. Police Services
6. Public Services and Engineering
Introduction

Project Background
Compass Rose GIS was selected by the City of Coronado to perform a Geographic Information System (GIS) Needs Assessment. This report is a summary of our findings and key recommendations in implementing an Enterprise GIS Program. Opportunities to integrate with other business systems were revealed in this study, but specific requirements should continue to be gathered as the software selection process moves forward.

The needs assessment was developed through questionnaires, staff interviews, and on-site information gathering at the City. After an in-depth look at the current GIS environment, department goals, and vision of an Enterprise GIS program, the following sections highlight immediate and long-term recommendations, cost considerations, and staffing and training needs.

Project Methodology
The GIS Needs Assessment began with a meeting including the City’s stakeholders and the Compass Rose GIS project team. City staff was informed of the purpose of the project and participation requirements. A GIS survey was distributed to members of each of the City’s departments to better understand their level of GIS use, data priorities, technology issues, training requirements, and goals for the future.

The Compass Rose GIS team was on-site at the City for several meetings to discuss the status of existing GIS data sets. Representatives from each department committed to reviewing a data folders, accuracy, and goals. The next phase of this project will be to help support staff identify the most current GIS data layers, sort and stage in a new GIS data directory. Once a new GIS Server and database are developed, all current data will be transferred.

Because GIS is used by all departments and multiple levels of staff, it was important to include decision makers, management, and support staff in the planning process.
Table 1 lists the City staff that participated in the Needs Assessment process.

Table 1 – GIS Needs Assessment Participants

<table>
<thead>
<tr>
<th>Interviews</th>
<th>GIS Survey</th>
<th>Participants</th>
<th>Department</th>
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<td>Abraham Negash</td>
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<td>x</td>
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<td>Jill Branch</td>
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</table>
Existing Environment

GIS Program
The City is currently using a variety of tools to access GIS data, create maps, and perform analysis. Seven concurrent Esri desktop licenses are shared among the City’s GIS users. ArcGIS Online is being used minimally but has potential to be the hub for most staff access to GIS maps.

The goal is to streamline the use of GIS data and applications across all departments. There are some upcoming opportunities to integrate GIS with other business systems used at the City. Decisions are still being made as to software vendors and implementation timeline.

Table 2 below lists existing applications that are used by each City department.

Table 2- Existing Applications

<table>
<thead>
<tr>
<th>Software/Applications</th>
<th>Administrative Services</th>
<th>Community Development</th>
<th>Public Services &amp; Engineering</th>
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<td>AutoCAD</td>
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**Department Overviews**
Focused group meetings were held with each department to gain insight to their specific environment, work flows, data management, applications needs, and goals for the future.

**Administrative Services**
The Administrative Services department is responsible for initiating a city-wide GIS needs assessment project. The Information Technology (IT) division would like to see a more organized, cohesive, and centralized GIS program. Upcoming enterprise GIS projects have driven the need to set up a dedicated GIS Server, publish web maps, and train internal staff to manage GIS data. It will be important to follow a realistic and phased approach to best manage staff time & budget over the next several years as the City moves into an enterprise GIS environment.

**Existing GIS processes**
1. Monthly download of County (SanGIS) base data sets; import into existing systems as needed
2. Imagery acquisition
3. Manage Esri license and software needs
4. Support upcoming enterprise system selection and implementation

**Challenges**
1. Accuracy of County (SanGIS) base data; addresses and parcels
2. De-centralized data and GIS users
3. Lack of dedicated GIS technical support
4. Upcoming GIS projects require special skills and expertise
5. Lack of communication across the departments regarding GIS needs and projects

**Opportunities**
1. Utilize GIS contractor for short term needs
   a. Data centralization
   b. GIS Server configuration
   c. ArcGIS Online kick-start
   d. Internal & external GIS coordination
2. Focused training for GIS server and database administration
3. Form a GIS steering committee that meets quarterly including stakeholders from each department
4. Develop a GIS Knowledge Bank to store documentation:
   a. Data and mapping standards
   b. Templates
   c. Training documents
   d. Work flow diagrams
5. Utilize temporary staff, interns or consultants when possible for large data collection, conversion projects, or when special projects occur
Data development priorities include:

1. Improved parcel and address point data

Community Development
The Community Development department is in the process of selecting a land management software system. This will include integration with GIS enable connectivity and a visualization tool for permitting activities in the City of Coronado. Parcel and address data will be required to utilize accurate base maps and other GIS layers will also benefit query and analysis (flood zone, zoning, hazard data, other).

The planning division is responsible for assigning addresses to property owners. Currently, there is a lengthy back and forth process between the City, County Assessor, and the property owner. Ultimately the assigned address is recorded in a paper ledger.

City staff currently use Esri desktop software to access property and owner information, other GIS layers, and export maps. The main goal is to organize data in one place, so staff can be confident in accessing the most accurate information. Staff training will be key so that future work flow can be improved, and address editing is performed in-house.

Existing GIS processes

1. Using Esri desktop software for mapping and analysis
2. Using TRAKiT for permit record management
3. Using Google maps and street view as an additional tool
4. Creating mailing labels for public notifications

Challenges

1. Decentralized data and map projects
2. Inaccurate address and parcel data from County (SanGIS)
3. No mapping capabilities in existing TRAKiT system
4. Managing addressing in a paper ledger
5. Time constraints on staff to manage GIS data

Opportunities

1. Develop in-house address layer and maintenance process
2. Utilize ArcGIS Online web map applications
3. Create relationships and data sharing opportunities
   a. County (SanGIS)
   b. Adjacent jurisdictions
   c. Navy
   d. Port
   e. Caltrans
   f. SDG&E
   g. Water utilities
h. Other
4. Hyperlink from GIS to scanned maps and documents
5. Data development
6. Create standards and maintenance procedures for GIS data
7. Utilize mobile applications for data collection and verification (apartment survey, inspections)
8. Focused training

Data development priorities include:
1. Land Use
2. Zoning
3. Subdivision maps
4. Flood zones
5. Historic structures
6. Trees
7. Right of way and easements
8. Development applications
9. Apartment survey

Public Services and Engineering
The Public Services and Engineering (PS&E) department has been utilizing GIS and developing data for many years. T4 Spatial is being used to view GIS assets on tablets in the field, along with tracking routine pipe cleaning. PublicStuff is being used for internal and external work order requests. The biggest goal is to update the GIS layers and create a maintenance process for future changes in the system. Also, a map application for all PS&E to view GIS data, maintenance activities, reporting, and tracking. Existing City staff would like training to be able to process edits and update mapping as needed.

Existing GIS processes
1. Utilize T4 Spatial to view sewer and storm drain assets and routine cleaning
2. Use PublicStuff for work order requests
3. Use TRAKiT to access permits (FOG, inspections, BMP, encroachment, other)
4. Create and export maps as-needed
5. Public notifications

Challenges
1. Parcel and address data inaccurate
2. Disconnected data sets (GIS, improvement drawings, CCTV)
3. Disconnected applications (GIS, T4, PublicStuff, Google Maps, TRAKiT, other)
4. Minimal data updates being performed
5. The data in T4 is not refreshed regularly
6. Time constraints on staff to manage and edit GIS data
7. Data gaps in attribute tables
8. Using old imagery

Opportunities
1. Develop a schedule for regular data publishing in T4 and/or other GIS systems
2. Review and prioritize hyperlink opportunities
   a. Improvement drawings
   b. CCTV
   c. Manhole photos
   d. Sewer billing information
   e. Sewer flow and model results
   f. Code violations
3. Utilize web map applications for increased staff access
4. Utilize mobile applications for data collection and verification
5. Data development
6. Process red-line edits from paper map books into the GIS database (sewer and storm drain)
7. Focused training for end users and editors

Data development priorities include:
1. Sewer
2. Storm Drain
3. Signalized intersections
4. Traffic data
   a. Curb striping
   b. Volumes
   c. Collisions
   d. Counts
5. Easements
6. Encroachments
7. BMP’s
8. Road moratorium
9. Street lights
10. Signs
11. Pump Stations
12. Trash receptacles
13. Flooding and inundation
14. Benchmarks

Fire Services
The Fire Service Department has a high need to improve parcel and address point data for dispatch purposes. The City’s Fire Department is currently contracted with City of San Diego Fire Dispatch. The City of San Diego Dispatch is using County (SanGIS) address data, which is erroneous in many areas in
City of Coronado. Efforts must be made to collaborate with multiple agencies to define the best source of address data and develop a process to maintain the address data in-house at the City and share back with partner agencies.

Multiple address data sources have been identified and must be reviewed with City staff and partner agencies:

1. County (SanGIS)
2. City of San Diego Fire Dispatch
3. San Diego Regional Public Safety Geodatabase (SDRPSG)
4. Lynx address database (circa 2007)

**Existing GIS processes**
1. Utilizing City of San Diego Fire Dispatch
2. Online PrePlan maps (hosted by SDRPSG)

**Challenges**
1. Inaccurate parcel and address point data
2. Access to PrePlan maps (external/ hosted); development of new PrePlans
3. Access to apartment floorplan maps; address unit numbers
4. Time constraints on staff to support GIS projects

**Opportunities**
1. Improved internal communication for address error reporting
2. Prepare for future Next-Gen 911 address requirements
3. Focused training on GIS data and applications
4. Better access to PrePlan maps

**Data development** priorities include:
1. Improved parcel and address point data

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**Police Services**
The Police Service Department has a major need for more accurate parcel and address point GIS information. The department is in the process of implementing a computer aided dispatch system that will require GIS integration. Several custom layers have been developed by Compass Rose GIS for use in the new CAD system. Efforts must be made to collaborate with multiple agencies to define the best source of address data and develop a process to maintain the address data in-house at the City and share back with partner agencies.

Multiple address data sources have been identified and must be reviewed with City staff and partner agencies:

1. County (SanGIS)
2. City of San Diego Fire Dispatch
3. San Diego Regional Public Safety Geodatabase (SDRPSG)
4. Lynx address database (circa 2007)

Existing GIS processes
1. GIS data preparation for new CAD implementation
2. Special project or event mapping needs

Challenges
1. Inaccurate parcel and address point data
2. Response plans are in paper maps books
3. PD permit system is disconnected from Community Development

Opportunities
1. Develop relationships and data sharing process with partner agencies
   a. County (SanGIS)
   b. Navy
   c. SDG&E
   d. Water utility
2. Data Development
3. Focused training on GIS data and applications
4. Improved internal communication for:
   a. Permitting activities
   b. Address error reporting
   c. Road closures
5. Examine crime analysis needs using GIS

Data development priorities include:
3. Improved parcel and address point data
4. Signals (ownership)
5. Parking meters
6. Traffic data
7. Named alleys
Summary of GIS Needs

While the previous section provided an in-depth look at the needs and opportunities for each Department, the reoccurring and three most significant city-wide GIS needs that were identified through the needs assessment process include:

1. Data Management
2. Staffing and Training
3. Focused GIS Applications

Data Management

Various GIS data layers, databases, and map projects have been created over the lifespan of the GIS program at the City of Coronado. During interviews with City staff the Compass Rose GIS team was able to learn some of the history and status of the many GIS data sets.

A data inventory task is currently underway to identify and sort the most important and accurate data sets available. A centralized network directory with a predetermined folder structure will be created to copy the most relevant data. Department GIS leads will work with their respective teams to begin moving data to the centralized folders. The Compass Rose GIS team will work on-site with staff to help make decisions regarding data selections and naming conventions. The final goal is to import and manage all data in an ArcSDE environment on the GIS Server.

Throughout needs assessment meetings, City staff have identified several new data layers to be created. New layers can be converted from tables, AutoCAD (dwg) format, gps collection, or digitized using aerial imagery and other available base data. Lists of data development priorities can be found in each department section and summarized in Appendix A.

Once new data layers are created and accepted by the stakeholders, technical staff will need to be identified, trained and held responsible for data updates. For most data layers it will be adequate to update quarterly, apart from long-term or special projects.

As part of the GIS Directory, a “Knowledge Bank” folder will store documentation to assist staff with GIS protocols, standards, and procedures. Examples for “Knowledge Bank” documentation include:

- Communication protocols
- Data development standards
- Map templates
- Metadata
- Data and map publishing standards
- Administration guides
- Quality Control
- External GIS deliverable expectations
- Contacts and references
**IT Infrastructure**
The basic infrastructure needs include the hardware, software, and network necessary for a GIS to function respectably. The City will need a dedicated GIS server and invest in GIS software. It is recommended the City continues with their existing investment in Esri GIS software. Having ample storage for the GIS data will be a priority as well as a back-up plan. A comparison of the existing GIS infrastructure and future recommendations can be found in Appendix B.

**Database Structure**
With the installation of ArcGIS Server, ArcSDE (Spatial Database Engine) will also be installed. ArcSDE is the database engine for the storage and management of the Enterprise GIS data and allows for a multi-user/editor environment. ArcSDE requires a Relational Database Management System (RDBMS) such as Microsoft SQL Server.

The enterprise GIS database (geodatabase; GDB) will need to be setup using Esri’s best practices. It is a best practice to replicate the main GIS database to both a Production database and a Publication database. The Production database will be the database where editing will take place while the Publication database is used for static data and data viewing and could also be public facing. This multi-database setup will allow for the least amount of database conflicts and the greatest amount of flexibility in management of the data. A third database would be utilized for testing. Additional GIS databases could be added as necessary.

Detailed information regarding server, database and enterprise specifications and options are included in Appendix C.

**Staffing and Training**

**Staffing**
GIS is a technology that requires a highly technical skill set and administrative responsibilities. While the City of Coronado is not prepared to hire a full time GIS resource at this time, a combination of focused staff training and on-call consulting support will continue to move the GIS program forward.

Throughout the needs assessment process, GIS leads from each participating department and division have been identified.

- Administrative Services
  - Brian Lewton
  - Terrance Reed
• Community Development
  o Jesse Brown
  o Joe Romero
• Public Services and Engineering
  o Jim Newton
  o Ofelia Andrade
• Fire Services
  o Perry Peake
• Police Services
  o Jesus Ochoa

The role of the GIS lead is to communicate with their department staff, City’s IT, and GIS consultant team GIS project needs, status, and progress. Responsibilities may include:
  • Data editing
  • Reporting issues
  • Schedule training
  • Attend stakeholder meetings

Until a formal position can be approved and filled, it is recommended that the City hire an on-call GIS contractor to keep the momentum moving forward and set the foundation for an enterprise GIS system. In many cases, a contactor can quickly and reasonably turn around projects that have been on the waiting-list or would take longer for the City to implement internally. Many local government agencies utilize contract support for special GIS projects such as:
  • Data development
  • Program coordination
  • Organize stakeholder meetings
  • Standards implementation
  • Staff training
  • Special projects

Training
GIS training will be imperative to enable City staff to utilize the existing GIS tools and proposed solutions. Results from the survey and on-site meetings concluded that all staff would like GIS training at some level. Department leads may be involved in more focused training such as editing and managing data. Other end users may only need to participate in basic training. Table 3 below highlights the desired training.
Table 3 – Training Needs

<table>
<thead>
<tr>
<th>Training Needs</th>
<th>Administrative Services</th>
<th>Community Development</th>
<th>Public Services &amp; Engineering</th>
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<td>x</td>
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</table>

GIS Applications

Recommended GIS Applications
The City of Coronado currently has GIS tools to help support their daily work flows in a variety of ways and for different end users. It is important to recognize the best platform for a staff person to use depending on their experience, role, and level of training. It will also be important to understand that any system used will be leveraging the same centralized GIS information.
1. Esri’s ArcGIS Desktop (mid-high level users)
2. Esri’s ArcGIS Online (common and external users)
3. Department specific business systems (enterprise integration with GIS)

Esri’s ArcGIS Desktop software enables higher level technical staff to perform GIS tasks such as creating, editing, and managing data. With some additional training and guidance, ArcGIS will continue to support these needs as well as advanced query, analysis, and model building.

The implementation of ArcGIS Online would provide the City GIS with an instant identity and a one-stop-shop for City staff and citizens. This landing page will be the central location for launching pointed applications and featured maps and content. Focused maps can be prepared to host all of the City’s GIS data in one place and to ensure all users are using the same data sources. The City already has an AGO account but needs to be configured for focused maps and to set up users and roles. Examples of other templates and plug-ins AGO can offer include:

- Collector Application (field data collection tool)
- Workforce (work management)
- Buffer Notifications
- Operations Dashboard
- Survey 123 (form-based data collection)

The existing GIS tools can be used much more efficiently after the data centralization task, configuration and focused training. It is recommended to continue using these tools in an enhanced manner through Phase 1 of the City’s Enterprise Roadmap.

Phase 1 also includes the purchase of ArcGIS for Server which will enhance the capabilities of building custom maps and applications for internal and external users. ArcGIS for Server software is what will eventually allow a link to other business systems (land management, CMMS, CAD, CRM, other).
Enterprise GIS Roadmap

Phased Approach
This Enterprise GIS Roadmap is a working document that reflects the direction and overall plan for the GIS program at the City of Coronado. As projects and priorities change, it may be necessary to revisit the tasks, schedule, and cost in the phases represented below.

Phase 1- Immediate Action Plan (3 mo. - 1 year)
The goal for Phase 1 is to lay the foundation for the GIS program and gain several quick successes in terms of data development and maintenance procedures. Some of these projects will require a higher level of GIS expertise than is currently possible by existing City staff. It is recommended that the City hire a GIS contractor to get some tasks completed immediately, in combination with early sessions of staff training.

Department staff, alongside GIS contractor, can begin to organize their existing CAD and GIS data, spatial data tables, and related databases for data conversion and updates. Focused training will help staff get a better understanding of what their Esri tools can do for them now. Phase 1 can be completed within a 3 month – 1 year timeframe.

At the end of Phase 1 the City will have achieved the following goals:

- Centralize important GIS layers to a new shared network location
- Use GIS tools more efficiently with focused training
- Data development of high priority layers
- ArcGIS Online “Kick-start” (web map applications)
- Documentation for the “Knowledge Bank”
- Initiate a quarterly GIS stakeholder meeting
- Data sharing and communication with local/ partner agencies

Phase 2- Next steps (1 year - 2 year)
Several departments are in the process of selecting new enterprise software that will integrate with GIS. GIS hardware and software may need to be purchased to meet the requirements of these systems. Server and system configuration, as well as highly accurate base data sources will be required for enterprise implementation.

ArcGIS Online will be utilized by more staff and additional licensing may need to be purchased. Esri’s current pricing per user is $100/ year. Phase 2 can be completed within a 1 year to 2 year timeframe.

At the end of Phase 2 the City will have achieved the following goals:

- GIS Server configuration
- GIS enterprise database (ArcSDE)
- Integration with department business systems (land management, CAD)
- Continued development of ArcGIS Online applications (focused maps and apps)
• Data development
• Staff training

**Phase 3- Future goals (2-3 years)**

Phase 3 will focus on continued data development and maintenance, web map applications, and other opportunities for enterprise integration. There may be a need to evaluate Esri licensing needs due to the level of GIS editors in desktop software and online users.

As the GIS program grows, it may become necessary to have a full-time dedicated GIS position at the City of Coronado. Server and database administration, along with day to day staff requests, needs, and continued training will continue to grow and be important for the success of the City’s GIS program.

At the end of Phase 3 the City will have achieved the following goals:

• Consideration of a full-time GIS position
• Further integration with department business systems
• Evaluate Esri licensing needs
• Develop public facing map and apps on the City’s website
• Staff training
Appendix A

Data Priorities

The table below captures the data needs and priorities identified throughout the Needs Assessment process. The original list of data layers were established from the GIS Needs Assessment survey. Additional data layers were added during staff interviews and follow up discussions.

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Appendix B

IT Infrastructure
Appendix C

GIS Server Specifications
This section includes information and links for further details regarding installing hardware and software for an enterprise GIS system.

System Requirements

ArcGIS Enterprise Builder
The ArcGIS Enterprise Builder assists with the deployment of ArcGIS Server for on-prem, cloud, or hybrid combinations.


ArcGIS Web Adaptor
The ArcGIS Web Adaptor allows ArcGIS Server to integrate with your existing web server.


Supported Server Operating System

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<th>Supported operating systems</th>
<th>Latest update or service pack tested</th>
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<tr>
<td>Windows Server 2016 Standard and Datacenter*</td>
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<tr>
<td>Windows Server 2012 R2 Standard and Datacenter</td>
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<td>Windows Server 2012 Standard and Datacenter</td>
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<tr>
<td>Windows Server 2008 R2 Standard, Enterprise, and Datacenter</td>
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Windows Desktop Operating Systems

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<tr>
<td>Windows 8.1 Pro and Enterprise</td>
<td>May 8, 2018</td>
</tr>
<tr>
<td>Windows 7 Ultimate, Professional, Enterprise, and Home Premium</td>
<td>SP1 with May 8, 2018 update</td>
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</tbody>
</table>

Supported Databases
- SQL Server
- Oracle
- PostgreSQL

Creating an Enterprise Geodatabase
ArcGIS has a tool that creates an interface between Esri’s geodatabase and an enterprise database such as SQL Server or PostgreSQL. This is required to achieve one source of data between all published web services.


Supported Virtualization Environments
- VMware vSphere 5.5, 6.0, and 6.5
- Microsoft Hyper-V
- Huawei FusionSphere 5.1 and 6.0

Server Size
Initial Deployment
- 4 vCPU Cores
- 16Gb RAM
- 300Gb Storage

Future Deployment (as users/ usage increase)
- 8 vCPU Cores
- 32Gb RAM
- 300Gb+
SSL Certificates
ArcGIS Server comes pre-configured with a self-signed certificate, which allows the server to be initially tested and to help you quickly verify that your installation was successful. The City must request a certificate from a trusted certificate authority (CA) and configure the server to use it. This could be a domain certificate issued by your organization or a CA-signed certificate.

REFERENCES

Provide at least three references with telephone numbers:

<table>
<thead>
<tr>
<th>Reference: #1</th>
<th>Phone Number</th>
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Representing

Project Title:

Description: _____________________________________________________________
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Project Title:

Description: _____________________________________________________________
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Representing

Project Title:

Description: _____________________________________________________________
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AGREEMENT FOR PROFESSIONAL SERVICES

TBD GIS FIRM

Contract No. 21-PS-IT-001

This AGREEMENT is made and entered into as of the date of execution by the City of Coronado, a municipal corporation, hereinafter referred to as “CITY” and TBD Firm – a California Corporation, hereinafter referred to as “CONSULTANT.” Where the contracting entity is a joint venture such entity is encompassed within the meaning of the term “CONSULTANT.”

RECITALS

The CITY requires the services of a CONSULTANT to provide geographic information systems (GIS) technical support services. These services generally consist of information technology and systems support. The work to be performed by CONSULTANT shall be referred to herein as the “DESCRIBED SERVICES.”

On August 18, 2020, the City Council for the CITY approved this AGREEMENT and authorized the City Manager [or City Manager’s Designee] to execute the form of this Agreement.

CONSULTANT represents itself as being a professional information technology firm, possessing the necessary experience, skills, and qualifications to provide the services required by the CITY. CONSULTANT warrants and represents that it has the necessary staff to deliver the services within the time frame herein specified.

The CITY MANAGER shall serve as the CITY’s “Contract Officer” for this AGREEMENT and has the authority to approve actions, request changes, and approve additional services. The IT Manager or Designee shall serve as the Project Manager and direct the work of the CONSULTANT,

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, CITY and CONSULTANT (“Parties”) agree as follows:

1.0 TERM OF THE AGREEMENT

1.1 This AGREEMENT shall be effective beginning the day, month and year of the execution of this document by the CITY. The Contract shall be in effect for a term of two years The CITY shall have the option to extend the AGREEMENT, if agreed to by the CONSULTANT for three additional one-year terms.
1.2 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately upon execution of this AGREEMENT. Time is of the essence in this AGREEMENT. Failure to meet the schedule contained in this AGREEMENT is a default by the CONSULTANT.

1.3 A delay occasioned by causes beyond the control of CONSULTANT may merit an extension of time for the completion of the DESCRIBED SERVICES. When such delay occurs, CONSULTANT shall immediately notify the CONTRACT OFFICER in writing of the cause and the extent of the delay, whereupon the CONTRACT OFFICER shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the DESCRIBED SERVICES when justified by the circumstances.

1.4 This AGREEMENT may be terminated in accordance with the provisions contained in this AGREEMENT.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK (ATTACHMENT A)

2.1 CONSULTANT shall provide the CITY with the professional services for the project that are described in ATTACHMENT A and are hereinafter referred to as the “DESCRIBED SERVICES.”

2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of federal, state, and local laws in effect at the time that the DESCRIBED SERVICES are being performed and at the time that the scope of work is substantially completed by the CONSULTANT.

   a. The CONSULTANT is responsible for ensuring the professional quality, technical accuracy, and coordination of all services and documents furnished by the CONSULTANT under this AGREEMENT.

   b. The CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. CITY recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained despite the use of professional care. Where any condition exists for which the CONSULTANT must make a judgment that could result in an actual condition that is materially different, the CONSULTANT shall advise the CITY in advance and request specific direction.

   c. The CONSULTANT shall, without additional compensation, immediately correct or revise any DESCRIBED SERVICES that do not meet the foregoing professional responsibility standards.

2.3 During the term of this AGREEMENT, CONSULTANT shall maintain professional certifications as required in order to properly comply with all applicable federal, state, and local laws. If the CONSULTANT lacks such certification, this AGREEMENT is void and of no effect.
2.4 The CITY’s review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT’s performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT’s performance of any of the DESCRIBED SERVICES.

2.5 Conflict of Interest and Political Reform Act Obligations if determined to be applicable – according to ATTACHMENT B – CONFLICT OF INTEREST DETERMINATION. CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local Conflict of Interest Ordinance. The level of disclosure categories shall be set by the City and shall reasonably relate to the scope of the DESCRIBED SERVICES.

3.0 PAYMENT AND SCHEDULE OF SERVICES (ATTACHMENTS C and D)

3.1 CONSULTANT is hired to render the DESCRIBED SERVICES and any payments made to CONSULTANT are full compensation for such services.

3.2 The amount of payment to CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT C. No payment shall be allowed for any reimbursable expenses unless specifically described in ATTACHMENT C.

3.3 Payment for all undisputed portions of each invoice shall be made within 45 days from the date of the invoice.

3.4 Unless provided by the CITY, a Project Schedule showing all milestones shall be developed by the CONSULTANT and submitted to the CITY for approval. The form of the schedule shall be a “bar chart,” “critical path,” or other format, as specified by the CITY or approved by City’s CONTRACT OFFICER. The final schedule is attached hereto as ATTACHMENT D.

4.0 CITY’S OBLIGATIONS

4.1 CITY shall provide information as to the requirements of the project, including budget limitations. The CITY shall provide or approve the schedule proposed by the CONSULTANT.

4.2 CITY shall furnish the required information and services and shall render approvals and decisions expeditiously to allow the orderly progress of the DESCRIBED SERVICES as shown on the schedule required under ATTACHMENT D.

5.0 SUBCONTRACTING

5.1 The name, phone number and location of the place of business of each SUBCONSULTANT that the CONSULTANT will use to perform work or render service to the
CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT E. No change to or addition of any SUBCONSULTANT shall be made without the written approval of the CITY.

5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT’s SUBCONSULTANTS and for the persons either directly or indirectly employed by the SUBCONSULTANTS, as CONSULTANT is for the acts and omissions of persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUBCONSULTANT of CONSULTANT and the CITY. In any dispute between the CONSULTANT and its SUBCONSULTANT, the CITY shall not be made a party to any judicial or administrative proceeding to resolve the dispute. The CONSULTANT agrees to defend, hold harmless and indemnify the CITY as described in Section 13 of this AGREEMENT, should the CITY be made a party to any judicial or administrative proceeding to resolve any such dispute.

5.3 CONSULTANT shall bind every SUBCONSULTANT to all the terms of the AGREEMENT applicable to CONSULTANT’s work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER. All contracts entered into between the CONSULTANT and its SUBCONSULTANT shall also provide that each SUBCONSULTANT shall obtain insurance policies which shall be kept in full force and effect during any and all work on this project and for the duration of this AGREEMENT. The CONSULTANT shall require the SUBCONSULTANT to obtain all policies described in Section 14 in the amounts required by the CITY, which shall not be greater than the amounts required of the CONSULTANT.

6.0 CHANGES TO THE SCOPE OF WORK

6.1 The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be made by written request for a contract modification submitted to the CONTRACT OFFICER. To be effective, all contract modifications must be in writing and signed prior to the commencement of the work. Fees for additional work will be negotiated on a fixed-fee basis.

6.2 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, CITY and CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a deductive change order.

7.0 ENTIRE AGREEMENT

7.1 This AGREEMENT sets forth the entire understanding of the PARTIES with respect to the subject matters herein. There are no other understandings, terms, or other agreements expressed or implied, oral or written, except as set forth herein. No change, alteration, or modification of the terms or conditions of this AGREEMENT, and no verbal understanding of the PARTIES, their officers, agents, or employees shall be valid unless agreed to in writing by both PARTIES.
8.0 TERMINATION OF AGREEMENT

8.1 In the event of CONSULTANT’s default of any covenant or condition hereof, including, but not limited to, failure to timely or diligently prosecute, deliver, or perform the DESCRIBED SERVICES, or where the CONSULTANT fails to perform the work in accordance with the project schedule (ATTACHMENT D), the CITY may immediately terminate this AGREEMENT for cause if CONSULTANT fails to cure the default within ten (10) calendar days of receiving written notice of the default. Thereupon, CONSULTANT shall immediately cease work and within five (5) working days: (1) assemble all documents owned by the CITY and in CONSULTANT’s possession, and deliver said documents to the CITY; and (2) place all work in progress in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.

8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days written notice to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall assemble the completed work product to date, and put same in order for proper filing and closing, and deliver said product to the CITY. The CONSULTANT shall be entitled to just and equitable compensation for any satisfactory work completed. The CONTRACT OFFICER and CONSULTANT shall endeavor to agree upon a percentage complete of the contracted work if fees are fixed, or an agreed dollar sum based on services performed if hourly, and terms of payment for services and reimbursable expenses. CONSULTANT hereby expressly waives any and all claims for damages or compensation arising under this AGREEMENT except as set forth herein.

9.0 OWNERSHIP OF DOCUMENTS

9.1 All work products (i.e., documents, data, studies, drawings, maps, models, photographs, and reports) prepared by CONSULTANT under this AGREEMENT, whether paper or electronic, shall become the property of CITY for use with respect to this project, and shall be turned over to the CITY upon completion of the DESCRIBED SERVICES or any phase thereof, as contemplated by this AGREEMENT.

9.2 Contemporaneously with the transfer of such documents, the CONSULTANT hereby assigns to the CITY and CONSULTANT thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications, or other work prepared under this AGREEMENT, except upon the CITY’s prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

10.0 STATUS OF CONSULTANT

10.1 CONSULTANT shall perform the DESCRIBED SERVICES in a manner of CONSULTANT’s own choice, as an independent contractor and in pursuit of CONSULTANT’s
independent calling, and not as an employee of the CITY. The CONSULTANT has and shall retain the right to exercise full control and supervision of all persons assisting the CONSULTANT in the performance of the DESCRIBED SERVICES, the CITY only being concerned with the finished results of the work being performed. CONSULTANT shall confer with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY. Neither CONSULTANT nor CONSULTANT’s employees shall be entitled in any manner to any employment benefits, including, but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, or any other benefits, as a result of this AGREEMENT. It is the intent of the parties that neither CONSULTANT nor its employees are to be considered employees of CITY, whether “common law” or otherwise, and CONSULTANT shall indemnify, defend and hold CITY harmless from any such obligations on the part of its officers, employees and agents.

11.0 ASSIGNMENT OF CONTRACT

11.1 This AGREEMENT and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT’s duties be delegated or subcontracted, without the express written consent of the CITY.

12.0 COVENANT AGAINST CONTINGENT FEES

12.1 CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY’s sole discretion, to deduct from the AGREEMENT the price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

13.0 INDEMNITY – HOLD HARMLESS

13.1 To the fullest extent permitted by law, CONSULTANT, through its duly authorized representative, agrees that CITY and its respective elected and appointed boards, officials, officers, agents, employees, and volunteers (individually and collectively, “CITY Indemnitees”) shall have no liability to CONSULTANT or any other person, and CONSULTANT shall indemnify, protect, and hold harmless CITY Indemnitees from and against, any and all liabilities, claims, demands, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses, including reasonable attorneys’ fees and disbursements (collectively “claims”) that arise out of, or pertain to, or relate to this AGREEMENT or the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and SUBCONSULTANTS in the performance of the DESCRIBED SERVICES.

13.2 CONSULTANT’s obligation herein does not extend to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense arising from the sole
negligence, recklessness or willful misconduct of the CITY or its elected or appointed boards, officials, officers, agents, employees or volunteers.

13.3 CONSULTANT shall provide a defense (with counsel acceptable to CITY) to the CITY’s Indemnitors, or, at the CITY’s option, reimburse the CITY’s Indemnitors for all costs, attorneys’ fees, expenses, and liabilities (including judgment or portion thereof) incurred with respect to any litigation in which the CONSULTANT is obligated to indemnify, defend, and hold harmless the CITY’s Indemnitors pursuant to this AGREEMENT.

13.4 The provisions of this section 13 shall not be limited by any provision of insurance coverage that the CONSULTANT may have in effect, or may be required to obtain and maintain, during the term of this AGREEMENT. The provisions of this section 13 are continuing obligations that shall survive expiration or termination of this AGREEMENT.

13.7 **PERS Eligibility Indemnification.** In the event that CONSULTANT’s employee providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS of the CITY, Contractor shall indemnify, defend, and hold harmless CITY for the payment of any employer and employee contributions for PERS benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions which would otherwise be the responsibility of the CITY.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, CONSULTANT’s employees providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including but not limited to eligibility to enroll in PERS as an employee of CITY and entitlement to any contributions to be paid by CITY for employer contributions and/or employee contributions for PERS benefits.

13.8 **Limitation of CITY Liability.** The payment made to CONSULTANT pursuant to this contract shall be the full and complete compensation to which CONSULTANT and Contractor’s officers, employees, agents and subcontractors are entitled for performance of any work under this contract. Neither CONSULTANT nor CONSULTANT’s officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the CITY. The CITY will not make any federal or state tax withholdings on behalf of CONSULTANT. The CITY shall not be required to pay any workers’ compensation insurance on behalf of CONSULTANT.

13.9 **Indemnification for Employee Payments.** CONSULTANT agrees to defend and indemnify the CITY for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers’ compensation payment which the CITY may be required to make on behalf of CONSULTANT or any employee of the CITY for work done under this contract.

14.0 **INSURANCE**
14.1 CONSULTANT shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the DESCRIBED SERVICES and the results of that work by the CONSULTANT or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A.M. Best’s rating of no less than “A” and “VII” unless otherwise approved in writing by the CITY’s Risk Manager.

14.2 CONSULTANT shall obtain and, during the term of this AGREEMENT, shall maintain policies of professional liability (errors and omissions), automobile liability, general liability and cyber liability insurance from an insurance company authorized to do business in the State of California in insurable amounts of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate or the limits specified below, whichever are greater. The insurance policies shall provide that the policies shall remain in full force during the life of the AGREEMENT, and shall not be canceled or not renewed without thirty (30) days prior written notice to the CITY from the insurance company. Statements that the carrier “will endeavor” and “failure to mail such notice shall impose no obligation or liability upon the company, its agents or representatives,” will not be acceptable on insurance certificates. Maintenance of specified insurance coverage is a material element of this AGREEMENT.

14.3 Types and Amounts Required. CONSULTANT shall maintain, at minimum, the following insurance coverage for the duration of this AGREEMENT:

14.3.1 Commercial General Liability (CGL). CONSULTANT shall maintain CGL Insurance written on an ISO Occurrence form or equivalent providing coverage at least as broad which shall cover liability arising from any and all personal injury or property damage in the amount of $1,000,000.00 per occurrence and subject to an annual aggregate of $2,000,000.00. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

14.3.2 Cyber Liability Insurance. CONSULTANT shall maintain Cyber Liability Insurance with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by us in this AGREEMENT and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

14.3.3 Commercial Automobile Liability. CONSULTANT shall maintain Commercial Automobile Liability Insurance for all of the CONSULTANT’s automobiles, including owned, hired and non-owned automobiles, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of
$1,000,000.00 per occurrence. Insurance certificate shall reflect coverage for any automobile (any auto).

14.3.4 **Workers’ Compensation.** CONSULTANT shall maintain Worker’s Compensation insurance for all of the CONSULTANT’s employees who are subject to this AGREEMENT and to the extent required by applicable state or federal law, a Workers' Compensation policy providing at minimum $1,000,000.00 employers' liability coverage. The CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and representatives.

14.3.5 **Professional Liability.** CONSULTANT shall maintain Professional Liability (errors and omissions) coverage with a limit of $2,000,000 per claim and $4,000,000 annual aggregate. The policy shall be on a claims made and in the aggregate basis. The CONSULTANT shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the DESCRIBED SERVICES; and (2) the policy will be maintained in force for a period of three years after substantial completion of the DESCRIBED SERVICES or termination of this AGREEMENT whichever occurs last. The CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the CITY’s exposure to loss. All defense costs shall be outside the limits of the policy.

14.4 The CITY, its officers, officials, employees, and representatives shall be named as additional insureds on the required general liability, cyber liability and automobile liability policies. All policies shall contain a provision stating that the CONSULTANT’s policies are primary insurance and that insurance (including self-retention) of the CITY or any named insured shall not be called upon to contribute to any loss. This provision shall apply regardless of any language of the general liability and automobile liability policy maintained by the CONSULTANT during the term of this AGREEMENT.

14.5 Before CONSULTANT shall employ any person or persons in the performance of the AGREEMENT, CONSULTANT shall procure a policy of workers’ compensation insurance as required by the Labor Code of the State of California, or shall obtain a certificate of self-insurance from the Department of Industrial Relations.

14.6 CONSULTANT shall furnish certificates of said insurance and policy endorsements to the CONTRACT OFFICER prior to commencement of work under this AGREEMENT. Failure by the CONTRACT OFFICER to object to the contents of the certificate and/or policy endorsement or the absence of same shall not be deemed a waiver of any and all rights held by the CITY. Failure on the part of CONSULTANT to procure or maintain in full force the required insurance shall constitute a material breach of contract under which the CITY may exercise any rights it has in law or equity including, but not limited to, terminating this AGREEMENT pursuant to Paragraph 8.1 above.

14.7 The CITY reserves the right to review the insurance requirements of this section during the effective period of the AGREEMENT and to modify insurance coverages and their limits when
deemed necessary and prudent by City’s Risk Manager based upon economic conditions, recommendation of professional insurance advisors, changes in statutory law, court decisions or other relevant factors. The CONSULTANT agrees to make any reasonable request for the deletion, revision, or modification of particular insurance policy terms, conditions, limitations, or exclusions (except where those policy provisions are established by law, or are established by regulations that are binding upon either party to the contract, or are binding upon the underwriter to the contract). Upon request by CITY, CONSULTANT shall exercise reasonable efforts to accomplish such changes in policy coverages and shall pay the cost thereof.

14.8 Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY’s option, the PROVIDER shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

14.9 CONSULTANT hereby grants to CITY a waiver of any right to subrogation that any insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. This provision applies regardless of whether or not the CITY has requested or received a waiver of subrogation endorsement from the insurer.

15.0 DISPUTES

15.1 If a dispute should arise regarding the performance of this AGREEMENT, the following procedures shall be used to address the dispute:

a. If the dispute is not resolved informally, then, within five (5) working days thereafter, the CONSULTANT shall prepare a written position statement containing the party’s full position and a recommended method of resolution and shall deliver the position statement to the CONTRACT OFFICER.

b. Within ten (10) days of receipt of the position statement, the CONTRACT OFFICER shall prepare a response statement containing the CITY’s full position and a recommended method of resolution and shall deliver the response statement to the CONSULTANT.

c. After the exchange of statements, if the dispute is not resolved within ten (10) days, the CONSULTANT and the CONTRACT OFFICER shall deliver the statements to the City Manager who shall make a determination within ten (10) days.

15.2 If the dispute remains unresolved for ten (10) days following the City Manager’s determination, and the parties have exhausted the procedures of this section, the parties may then seek resolution by mediation or such other remedies available to them by law or in equity.

16.0 GENERAL PROVISIONS

16.1 Accounting Records. CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUBCONSULTANTS. CONSULTANT shall keep such records on a
generally recognized accounting basis. At any time during normal business hours, and as often as CITY may deem necessary, the CONSULTANT shall make available to the CONTRACT OFFICER, or the CONTRACT OFFICER’s authorized representative, for examination all of its records with respect to all matters covered by this AGREEMENT and shall permit CITY to audit, examine and/or reproduce such records. CONSULTANT shall retain such financial and program service records for a period of four (4) years from the completion of the work or after termination or final payment under this AGREEMENT, whichever is later.

16.2 **Contract Officer.** The CITY’s designated CONTRACT OFFICER has the authority to direct the CONSULTANT, approve actions, request changes, and approve additional services within her/his authority. Any obligation of the CITY under this AGREEMENT shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute resolution, no other person shall have any authority under this AGREEMENT unless specifically delegated in writing.

16.3 **Governing Law.** This AGREEMENT and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this AGREEMENT shall be held exclusively in a state court in the County of San Diego. CONSULTANT hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

16.4 **Business License.** CONSULTANT and its SUBCONSULTANTS are required to obtain and maintain a City Business License during the duration of this AGREEMENT.

16.5. **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this AGREEMENT, and the decision of whether or not to seek advice of counsel with respect to this AGREEMENT is a decision which is the sole responsibility of each Party. This AGREEMENT shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the AGREEMENT.

16.6. **Conflicts between Terms.** If an apparent conflict or inconsistency exists between the main body of this AGREEMENT and the Exhibits, the main body of this AGREEMENT shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this AGREEMENT, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this AGREEMENT, the Attachments, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this AGREEMENT.

16.7 **Non-Discrimination.** CONSULTANT shall not discriminate against any employee or applicant for employment because of sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation. CONSULTANT shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status,
medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by CITY setting forth the provisions of this non-discrimination clause.

17.0 NOTICES

17.1 Any notices to be given under this AGREEMENT, or otherwise, shall be served by certified mail. For the purposes hereof, unless otherwise provided in writing by the parties hereto:

a. The address of the CITY, and the proper person to receive any notice on the CITY’s behalf, is:

   City of Coronado
   Information Technology / Administrative Services
   1825 Strand Way
   Coronado, CA 92118
   Attn.: Brian Lewton
   Tel. No. (619) 522-2401

b. The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT’s behalf, is:

   [Insert Consultant Name & Title]
   [Street Address]
   [City, State, Zip Code]
   [Telephone No. (     ) - ]

18.0 PROFESSIONAL CONSULTANT’S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

18.1 CONSULTANT certifies that CONSULTANT is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §§ 1101-1525) and has complied and will comply with these requirements, including, but not limited to, verifying the eligibility for employment of CONSULTANT and all its agents, employees, representatives and SUBCONSULTANTS, and any other person performing any of the DESCRIBED SERVICES.

19.0 CONFIDENTIALITY AND SECURITY

19.1 Confidential Work Product. All professional services performed by CONSULTANT, including but not limited to all drafts, data, correspondence, proposals, reports, research and
estimates compiled or composed by CONSULTANT, pursuant to this AGREEMENT, are for the sole use of the CITY, its agents and employees. Neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. This provision does not apply to information that (a) was publicly known, or otherwise known to CONSULTANT, at the time that it was disclosed to CONSULTANT by the CITY, (b) subsequently becomes publicly known through no act or omission of CONSULTANT or (c) otherwise becomes known to CONSULTANT other than through disclosure by the CITY. Except for any subcontractors that may be allowed upon prior agreement, neither the documents nor their contents shall be released to any third party without the prior written consent of the CITY. The sole purpose of this section is to prevent disclosure of CITY’s confidential and proprietary information by CONSULTANT or subcontractors.

19.2 Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this AGREEMENT, may be exposed to confidential information and that disclosure of such information could violate the rights of private individuals and entities, including the parties and third parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law, and all other information protected by applicable law ("Confidential Information"). The party receiving Confidential Information ("Receiving Party") of the other ("Disclosing Party") shall not, and shall cause its employees and agents who are authorized to receive Confidential Information, not to, use Confidential Information for any purpose except as necessary to implement, perform or enforce this AGREEMENT or comply with its legal obligations. Receiving Party will use the same reasonable efforts to protect the Confidential Information of Disclosing Party as it uses to protect its own proprietary information and data. The Receiving Party will not disclose or release Confidential Information to any third person without the prior written consent of the Disclosing Party, except for where required by law or for authorized employees or agents of the Receiving Party. Prior to disclosing the Confidential Information to its authorized employees or agents, Receiving Party shall inform them of the confidential nature of the Confidential Information and require them to abide by the terms of this AGREEMENT. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. If Receiving Party believes the Confidential Information must be disclosed under applicable law, Receiving Party may do so provided that, to the extent permitted by law, the other party is given a reasonable notice and opportunity to contest such disclosure or obtain a protective order. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation. Confidential Information does not include any information that is required to be provided to the public pursuant to the laws of the United States and/or California such as the California Public Records Act, due to the nature of CITY being a local governmental agency. The non-disclosure and non-use obligations of this AGREEMENT will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after the Receiving Party’s receipt of that item.
19.3 Security.

19.3.1 Implementation. CONSULTANT shall implement commercially reasonable administrative, technical and physical safeguards designed to: (i) ensure the security and confidentiality of data and information provided by the CITY or used in connection with providing services under this AGREEMENT, including data or information about third parties (“CITY’S Data”); (ii) protect against any anticipated threats or hazards to the security or integrity of CITY’S Data; and (iii) protect against unauthorized access to or use of CITY’S Data. CONSULTANT shall review and test such safeguards on no less than an annual basis.

19.3.2 Network. If CONSULTANT makes CITY’S Data accessible through the Internet or other networked environment, CONSULTANT shall be solely responsible for all aspects of Internet use, and shall maintain, in connection with the operation or use of CITY’S Data, adequate technical and procedural access controls and system security requirements and devices, necessary for data privacy, confidentiality, integrity, authorization, authentication and non-repudiation and virus detection and eradication.

19.3.3 Personal Data. If CONSULTANT processes or otherwise has access to any personal data or personal information on CITY’s behalf when performing CONSULTANT’s services and obligations under this AGREEMENT, then: (i) CITY shall be the data controller (where “data controller” means an entity which alone or jointly with others determines purposes for which and the manner in which any personal data are, or are to be, processed) and CONSULTANT shall be a data processor (where “data processor” means an entity which processes the data only on behalf of the data controller and not for any purposes of its own); (ii) CITY shall ensure that it has obtained all necessary consents and it is entitled to transfer the relevant personal data or personal information to CONSULTANT so that CONSULTANT may lawfully use, process and transfer the personal data and personal information in accordance with this AGREEMENT on CITY’s behalf in order for CONSULTANT to provide the services and perform its other obligations under this AGREEMENT; (iii) CONSULTANT shall process the personal data and personal information only in accordance with any lawful and reasonable instructions given by CITY from time to time and in accordance with the terms of this AGREEMENT; and (iv) each party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data and personal information or its accidental loss, destruction or damage so that, having regard to the state of technological development and the cost of implementing any measures, the measures taken ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction or damage in relation to the personal data and personal information and the nature of the personal data and personal information being protected. If necessary, the parties will cooperate to document these measures taken.

19.3.4 Information Security. CONSULTANT represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from CITY does and will comply with all applicable federal and state privacy and data protection laws. In the event of any security breach, CONSULTANT shall: (a) Provide CITY with the name and contact information for an employee who shall serve as CITY’s
primary security contact and shall be available to assist CITY twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a security breach; and (b) Notify CITY of a security breach as soon as practicable, but no later than twenty-four (24) hours after CONSULTANT becomes aware of it. Immediately following CONSULTANT’s notification to CITY of a security breach, the parties shall coordinate with each other to investigate the security breach. CONSULTANT agrees to fully cooperate with CITY in CITY’s handling of the matter. CONSULTANT shall use best efforts to immediately remedy any security breach and prevent any further security breach at CONSULTANT’s own expense in accordance with applicable privacy rights, laws, regulations and standards. CONSULTANT agrees to provide, at its expense, up to one year of credit monitoring services to third parties impacted by any data breach involving the loss of personally identifiable information.

19.4 **Indemnity.** CONSULTANT shall defend (with counsel acceptable to CITY), indemnify and hold CITY harmless from and against all claims, actions, proceedings, losses, costs (including attorney fees and other charges), liabilities, damages, judgments, settlements, and court awarded attorney’s fees resulting from, arising out of or related to a security or data breach unless the breach is proven to be caused solely by CITY. The terms of this section shall survive termination of this AGREEMENT. For purposes of this provision, “security breach” means any act or omission that compromises either the security, confidentiality, or integrity of Confidential Information or the physical, technical, administrative or organizational safeguards put in place by CONSULTANT or any authorized persons that relate to the protection of the security, confidentiality or integrity of Confidential Information or a breach or alleged breach of this AGREEMENT relating to such privacy practices or privacy obligations imposed by any applicable law. These indemnity obligations shall survive the termination or expiration of this AGREEMENT.

19.5 **Notice and Remedy of Breaches.** Each party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 8 of this AGREEMENT, whether or not intentional, and the breaching party shall, at its expense, take all steps reasonably requested by the other party to prevent or remedy the breach.

19.6 **Enforcement.** Each party acknowledges that any breach of any of the provisions of Section 19 of this AGREEMENT may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

20.0 **ADDITIONAL PROVISIONS**

20.1 **Consequential Damages.** Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
20.2 **Responsibility for Others.** CONSULTANT shall be responsible to the CITY for its services and the services of its SUBCONSULTANTS. CONSULTANT shall not be responsible for the acts or omissions of any other persons engaged by the CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

20.3 **Representation.** The CONSULTANT is not authorized to represent the CITY, to act as the CITY’s agent or to bind the CITY to any contractual agreements whatsoever.

20.4 **Third-Party Review of CONSULTANT’s Work Product (Peer Review).** At the option of the CITY, a review of the CONSULTANT’s work product may be performed by an independent expert chosen by the CITY. In such case, the CONSULTANT agrees to confer and cooperate fully with the independent expert to allow a thorough review of the work product by the expert. Such review is intended to provide the CITY a peer review of the concepts, all pre-design documentation, methods, professional recommendations, and other work product of the CONSULTANT. The results of this review will be furnished to the CITY and shall serve to assist the CITY in its review of the CONSULTANT’s deliverables under this AGREEMENT.

20.5 **Periodic Reporting Requirements.** The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT’s payment invoice. The status report shall, at a minimum, report the work accomplished to date; describe any milestones accomplished; show and discuss the results on any testing or exploratory work; provide an update to the approved schedule (as set forth in ATTACHMENT D or, if no ATTACHMENT D, as approved by the CONTRACT OFFICER), and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule; describe any problems or recommendations to increase the scope of the work; and provide any other information that may be requested by the CITY. The report is to be of a form and quality appropriate for submission to the City Council.

20.6 **[Reserved].**

20.7 **Rights Cumulative.** All rights, options, and remedies of the CITY contained in this AGREEMENT shall be construed and held to be cumulative, and no one of the same shall be exclusive of any other, and the CITY shall have the right to pursue any one of all of such remedies or any other remedy or relief that may be provided by law or in equity, whether or not stated in this AGREEMENT.

20.8 **Waiver.** No waiver by either party of a breach by the other party of any of the terms, covenants, or conditions of this AGREEMENT shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition herein contained. No waiver of any default of either party hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect default other than as specified in said waiver.

20.9 **Severability.** In the event that any part of this AGREEMENT is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either party will be excused from
performance of such portion or portions of this AGREEMENT as shall be found to be illegal or unenforceable without affecting the remaining provisions of this AGREEMENT.

20.10 ATTACHMENTS Incorporated. All ATTACHMENTS referenced in this AGREEMENT are incorporated into the AGREEMENT by this reference.

THE REMAINDER OF THIS PAGE LEFT BLANK.
21. SIGNATURES

21.1 Each signatory and party hereto hereby warrants and represents to the other party that it has legal authority and capacity and direction from its principal to enter into this AGREEMENT, and that all resolutions or other actions have been taken so as to enable it to enter into this AGREEMENT.

CITY:

By: _____________________________
Blair King, City Manager

Date: _____________________________

CONSULTANT:

By: ______________________________
Signatory 1, Title

Date: ______________________________

[If CONSULTANT IS A CORPORATION OR LLC, TWO SIGNATURES ARE REQUIRED]

APPROVAL AS TO FORM:

Johanna N. Canlas, City Attorney          Date

ATTEST:

Jennifer Ekblad, CMC, City Clerk        Date

ATTACHMENT A – SCOPE OF WORK
ATTACHMENT B – CONSULTANT CONFLICT OF INTEREST DETERMINATION
ATTACHMENT C – PAYMENT FOR SERVICES
ATTACHMENT D – SCHEDULE OF SERVICES
ATTACHMENT E – LISTING OF SUBCONSULTANTS
SCOPE OF WORK

Task 1: Develop a foundation for the GIS program to achieve the following goals:
  ▪ Centralize important GIS layers to a new shared network location
  ▪ Use GIS tools more efficiently with focused training
  ▪ Develop high priority layers
  ▪ Further develop existing ArcGIS Online services
  ▪ Develop “knowledge bank”
  ▪ Initiate quarterly GIS stakeholder meeting
  ▪ Establish data sharing protocols and communication with local and partner agencies

Task 2: Evaluate, recommend and implement GIS hardware and software solutions to allow for optimum use of GIS within enterprise software and other City resources. Develop server and system configuration as well as ArcGIS online architecture and database sources required for enterprise implementation. Achieve the goals outlined in the City’s GIS need assessment documentation (Attachment A).

Task 3: Support, develop, analyze and further enhance enterprise GIS. Goals for this task include the following:
  ▪ Full integration and use of GIS across all enterprise systems
  ▪ As needed (projected weekly/bi-weekly) onsite or remote support of all GIS related requests with direction from IT
  ▪ Evaluation of staffing, licensing and other software or support needs
  ▪ Provide staff training as needed
ATTACHMENT B

GIS Technical Support Services

Contract No. 21-PS-IT-001

CONFLICT OF INTEREST DETERMINATION

CONSULTANT shall at all times comply with the terms of the Political Reform Act and the local conflict of interest ordinance. CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the City in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the City.

“CONSULTANT\(^1\)” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule, or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the CITY to enter into, modify, or renew a contract, provided it is the type of contract that requires CITY approval;
5. Grant CITY approval of a contract that requires CITY approval and to which the CITY is a party, or to the specifications for such a contract;
6. Grant CITY approval of a plan, design, report, study, or similar item;
7. Adopt, or grant City approval of, policies, standards, or guidelines for the CITY, or for any subdivision thereof; or

(B) Serves in a staff capacity with the CITY and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the CITY that would otherwise be performed by an individual holding a position specified in the CITY’s Conflict of Interest Code.

\(^1\) The City’s Conflict of Interest Code and the Political Reform Act refer to “consultants,” not “contractors.” The City’s professional services agreements might refer to the hired professional as a “contractor,” not a “consultant,” in which case the Conflict of Interest Code may still apply. The Conflict of Interest Code, however, does not cover public works contractors.
DISCLOSURE DETERMINATION:

1. CONSULTANT/CONTRACTOR will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.

2. CONSULTANT/CONTRACTOR will be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. As a result, CONSULTANT/CONTRACTOR shall file, with the City Clerk of the City of Coronado in a timely manner as required by law, a Statement of Economic Interest (Form 700) as required by the City of Coronado Conflict of Interest Code, and the Fair Political Practices Commission, to meet the requirements of the Political Reform Act.*

Signature __________________________________________ Date __________________________

Name ____________________________ Department __________________________

City Attorney Approval of Determination __________________________________________

City Manager Approval of Determination __________________________________________

*The CONSULTANT’s disclosure of investments, real property, income, loans, business positions, and gifts, shall be limited to those reasonably related to the project for which CONSULTANT has been hired by the CITY. The scope of disclosure for CONSULTANT is attached hereto as Attachment B-1.
CONFLICT OF INTEREST SCOPE OF DISCLOSURE
(For use in preparing California Form 700)

Investments: “Investment” means a financial interest in any business entity engaged in the business of information technology, GIS, software and technical support.

Real Property: “Real property” interests are limited to real property in the City of Coronado, wherever located.

Sources of Income: “Sources of income” means income (including loans, business positions, and gifts) of the CONSULTANT, or the CONSULTANT’s spouse or domestic partner in excess of $500 or more during the reporting period from sources that are business entities engaged in the business of information technology, GIS, software and technical support.
ATTACHMENT C

GIS Technical Support Services

Contract No. 21-PS-IT-001

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly payments due for the percentage of work performed on each Phase as a percentage of the total fee for the Phase. Percentage of completion of a Phase shall be assessed in the sole and unfettered discretion of the CONTRACT OFFICER or the designated representative. All invoices submitted by the CONSULTANT shall show an hourly reconciliation of time spent on each Phase. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is four (4) weeks.

For performance of each Phase or portion thereof as identified below, CITY shall pay a fixed fee associated with the Phase of the DESCRIBED SERVICES in the amount and at the time or milestones set forth. CONSULTANT shall not commence Services under any Phase, and shall not be entitled to compensation for the Phase, unless CITY shall have issued a Notice to Proceed to the CONSULTANT as to the Phase.

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B. REIMBURSABLE SERVICES
ATTACHMENT D

GIS Technical Support Services

Contract No. 21-PS-IT-001

SCHEDULE OF SERVICES

PROJECT SCHEDULE – The Project Schedule shall be appended here.

CONSULTANT agrees to diligently pursue the work described. The following schedule contractually obligates the CONSULTANT to perform all services to meet the time duration for each Phase of work shown:

CONSULTANT to propose schedule for approval by CITY.
LISTING OF SUBCONSULTANTS

Listed below are any and all SUBCONSULTANTS that the CONSULTANT plans to employ under this AGREEMENT. No change is allowed without the prior approval of the CONTRACT OFFICER.

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