City of Stockton

City Council/Successor Agency of the Redevelopment Agency/Public Financing Authority/Parking Authority Concurrent Agenda

Meeting Agenda

City Council/Successor Agency to the Redevelopment Agency/Public Financing Authority/Parking AuthorityConcurrent

Anthony Silva, Mayor/Chair
Christina Fugazi, Vice Mayor/Vice Chair
Elbert H. Holman Jr. (District 1)
Daniel R. Wright (District 2)
Susan Lofthus (District 3)
Moses Zapien (District 4)
Michael D. Tubbs (District 6)

Tuesday, March 24, 2015 **4:00 PM** **Council Chamber, City Hall, 425 N. El Dorado Street, Stockton CA**

Closed Session 4:00 | Regular Session 5:30

1. CLOSED SESSION CALL TO ORDER/ROLL CALL

2. ADDITIONS TO CLOSED SESSION AGENDA

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 15-1362 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the

Government Code.

Department: City Attorney

3.2 15-1363 CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

Department: City Attorney

3.3 15-1364 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION

Number of Cases: Three

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(b).

Department: City Attorney

3.4 15-1395 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:

City Manager

This Closed Session is authorized pursuant to Government Code Section 54957.

Department: City Attorney

4. PUBLIC COMMENT*

5. RECESS TO CLOSED SESSION

6. REGULAR SESSION CALL TO ORDER/ROLL CALL

7. INVOCATION/PLEDGE TO FLAG

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

9. ADDITIONS TO REGULAR SESSION AGENDA**

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

12. CONSENT AGENDA

12.1 15-1430 APPROVE EVENTS CENTER CAPITAL IMPROVEMENT PROGRAM BUDGET TO ALLOW SMG TO ENTER INTO A CONTRACT WITH CLICK EFFECTS FOR THE REPLACEMENT OF THE VIDEO PRODUCTION SYSTEM AT THE STOCKTON ARENA AND STOCKTON BALLPARK

Recommended Action: RECOMMENDATION

It is recommended that the City Council approve by motion an amended 2015-2019 Capital Improvement Plan budget to allow SMG to enter into a contract with Click Effects in the amount of $55,500 for the replacement of the video production at the Stockton Arena and Stockton Ballpark.

Department: Community Services

12.2 15-1473 MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing a one year extension of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2016, and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

Attachments: Attachment A - 3rd Amendment to Oak Park Tennis Center

12.3 15-1479 EXTENSION OF HYLAND ONBASE HOSTED SOLUTION AGREEMENT WITH NEKO INDUSTRIES, INC.

Recommended Action: RECOMMENDATION

Staff recommends that City Council approve a motion accepting findings which support an exception to the competitive bidding process, and authorize the City Manager to approve an extension of the Hyland OnBase Online Hosted Solution Agreement with NEKO Industries, Inc. in an amount not to exceed $222,684 using the County of Sonoma cooperative purchasing agreement with NEKO Industries, Inc. (Attachments A, B and C).

Department: Information Technology

Attachments: Attachment A - Cooperative Purchasing Agreement

Attachment B - Letter from County of Sonoma extending Agreement

Attachment C - Agreement NEKO Industries

12.4 15-1547 APPROVAL OF CITY COUNCIL MINUTES

Recommended Action: RECOMMENDATION

Approve the minutes of September 23, 2014, December 16, 2014, and January 27, 2015 City Council meetings.

Department: City Clerk

Attachments: 2014-09-23 Council

2014-12-16 Council

2015-01-27 Council

13. ADMINISTRATIVE MATTERS

14. UNFINISHED BUSINESS

15. NEW BUSINESS

15.1 15-1482 EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT FOR THE OPEN WINDOW PROJECT

Recommended Action: RECOMMENDATION

City of Stockton

It is recommended the City Council adopt a resolution approving a 365-day Exclusive Negotiating Rights Agreement between the City of Stockton and Open Window Project, LLC, for the proposed Open Window mixed-use project in Downtown Stockton.

Parking Authority

It is recommended the Parking Authority of the City of Stockton adopt a resolution approving a 365-day Exclusive Negotiating Rights Agreement between the Parking Authority and Open Window Project, LLC, for the proposed Open Window mixed-use project in Downtown Stockton.

Department: Economic Development

Attachments: Attachment A - Project Site Map

Attachment B - Aerial Photo

Proposed Resolution - City-Developer ENRA

Exhibit 1 - Open Window Project ENRA

Proposed Resolution - Parking Authority-Developer ENRA

Exhibit 1 - Open Window Project ENRA

15.2 15-1542 RECOMMENDATION FROM THE CHARTER REVIEW AD-HOC COMMITTEE RELATING TO THE CHARTER REVIEW ADVISORY COMMISSION MEMBERSHIP AND TERM OF SERVICE

Recommended Action: Recommendation

The Charter Review Ad-Hoc Committee recommends that the City council adopt a Resolution to maintain the current 15 member commission make up, extend the commission's current term to end June 30, 2016, immediately appoint three new members to the commission to fill existing vacancies and allow the newly elected/appointed Councilmembers to retain or replace existing commission members with a citizen of their choice.

Department: City Clerk

Attachments: Attachment A - CRAC Membership Applications

Proposed Resolution - CRAC Term Extension

16. HEARINGS****

16.1 15-1381 PUBLIC HEARING IMPLEMENTING PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS) SUPPORT FEE WITH STATE VIDEO FRANCHISE SERVICE PROVIDERS WITHIN THE CITY OF STOCKTON

Recommended Action: RECOMMENDATION

At the conclusion of the public hearing, it is recommended that the City Council approve a resolution authorizing the implementation of a 1% PEG (Public, Educational and Governmental Access) support fee with State video franchise service providers to use for facilities and equipment associated with the City of Stockton Government Access Channel 97 and broadcast of public meetings and information and appropriate first year revenue and expenditures.

Department: City Manager

Attachments: Attachment A - SMC 11-24 State Video Service Franchises

Proposed Resolution - Implementing PEG Fee

17. COUNCIL COMMENTS

18. ADJOURNMENT

INFORMATIONAL ITEMS

**Citizens may comment on any subject within the jurisdiction of the City Council/Successor Agency to the Redevelopment Agency/Public Finance Authority/Parking Authority, including items on the Agenda. Each speaker is limited to three minutes. Speakers must submit "Request to Speak" cards to the City Clerk, and be prepared to speak when called. No speaker cards will be received after the close of the Citizen's Comments portion of the meeting.*

****Additions to the Agenda - Government Code Section 54954.2(b)(2), allows members of the City Council present at the meeting to take immediate action, with either a two-thirds or unanimous vote, to place an item on the agenda that action must be taken and that the item came to the attention of the City subsequent to the agenda being posted.*

***Speakers should hold comments on items listed as a Hearing until the Hearing is opened. If a large number of people desire to speak at a Hearing, the Mayor/Chair may reduce the amount of time allocated to each speaker to three (3) minutes.*

All proceedings before this meeting body are conducted in English. The City of Stockton does not furnish language interpreters and, if one is needed, it shall be the responsibility of the person needing one.

In accordance with the Americans With Disabilities Act and California Law, it is the policy of the City of Stockton to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require a copy of a public hearing notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other accommodation, please contact the Office of the City Clerk located at 425 North El Dorado Street, Stockton, California 95202 during normal business hours or by calling (209) 937-8459, at least 5 days in advance of the hearing/meeting. Advance notification within this guideline will enable the City/Agency to make reasonable arrangements to ensure accessibility.

CHALLENGING CITY DECISIONS: The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Stockton, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

12.1 **15-1430** **APPROVE EVENTS CENTER CAPITAL IMPROVEMENT PROGRAM BUDGET TO ALLOW SMG TO ENTER INTO A CONTRACT WITH CLICK EFFECTS FOR THE REPLACEMENT OF THE VIDEO PRODUCTION SYSTEM AT THE STOCKTON ARENA AND STOCKTON BALLPARK**

RECOMMENDATION

It is recommended that the City Council approve by motion an amended 2015-2019 Capital Improvement Plan budget to allow SMG to enter into a contract with Click Effects in the amount of $55,500 for the replacement of the video production at the Stockton Arena and Stockton Ballpark.

Department: Community Services

File #: 15-1430, **Version:** 1

APPROVE EVENTS CENTER CAPITAL IMPROVEMENT PROGRAM BUDGET TO ALLOW SMG TO ENTER INTO A CONTRACT WITH CLICK EFFECTS FOR THE REPLACEMENT OF THE VIDEO PRODUCTION SYSTEM AT THE STOCKTON ARENA AND STOCKTON BALLPARK

RECOMMENDATION

It is recommended that the City Council approve by motion an amended 2015-2019 Capital Improvement Plan budget to allow SMG to enter into a contract with Click Effects in the amount of $55,500 for the replacement of the video production at the Stockton Arena and Stockton Ballpark.

Summary

Click Effects Pro-AV is a software and hardware interface located in the equipment rooms at the Ballpark and the Arena and is used by the production team for event video presentations and sponsor marketing. The City purchased Click Effects Pro-AV in 2005 and after 10 years, the software and related hardware is failing. Considered obsolete and no longer supported by the manufacturer, system repair is not an option. SMG, the City's contracted facility management company, needs to replace the system with a newer version of a compatible product.

Staff is recommending that Council approve a motion to amend the 2015-2019 CIP Budget to allow a contract between SMG and Click Effects for the purchase in the amount of $55,500. If Council approves the proposed motion the Fiscal Year 2014-2019 CIP Budget will be adjusted to defer funding for an urgent, though non-critical lighting project at the Oak Park Ice Arena and move forward with this project instead.

DISCUSSION

Background

SMG evaluated the video production equipment in 2011 as part of a venues assessment which provided the framework for future capital improvement plans. The Click Effects Pro-AV system was evaluated to be at the end of life at the time, but SMG production staff has been able to keep the systems operating in a limited fashion until the graphics programs could be replaced. The Arena and Ballpark were constructed 10 years ago, and many equipment repair and replacement requests by SMG have been delayed due to the City's financial difficulties.

The system failure is happening in the middle of the Stockton Thunder hockey season and just 30 days prior to the start of the Stockton Ports baseball season beginning in April 2015. This failure affects the City's ability to provide contractually obligated sports team productions.

Present Situation

At the Arena, the aging product has lost about 80% functionality. The control functions crash during the hockey games making video production services unreliable. The graphics software and related hardware which operates the video board is in failure. Instant replay, video clips, advertising of upcoming events, in-game updates, camera-fan interactions, sponsorship clips, game scoring, safety messages, and related graphics production are affected. As a result of these failures, SMG has to pay production staff for additional work before each event. This additional work consists of staff having to load and create backup files to lessen the impact of the unstable system and provide support to the team when the system fails during a live event.

At the Ballpark, the software and hardware controller for graphics display have completely failed. The Stockton Ports cannot update player statistics, scores, or provide informational video messages and production content.

Click Effects modernized the Pro-AV system into a new product called Cross Fire that can integrate with the current configuration of software and hardware in the video booths without requiring replacement of equipment. The cost for systems, training, and tax would be $55,500.

Facility Maintenance and Equipment Expenditures

The City Council-approved Facilities Management Agreement with SMG gives them the responsibility to negotiate, execute, and enter into material contracts with City approval. It is the City's responsibility to exercise oversight and review internal controls when large expenditures for facility repairs and equipment projects are planned for the entertainment venues. Venue projects are included in the City's Capital Improvement Program.

Arena staff researched competitive products but the alternative available products would require significant equipment replacement and incur substantially higher costs, and would not be available to immediately address the problems during the current Thunder season at the Arena, or in time for the start of the Ports season at the ballpark. SMG recommends the immediate purchase of Click Effects, a proprietary product that specifically works with existing equipment which would be installed and available for use within two days after delivery.

Findings

There is urgency to move forward with necessary replacement as failure has occurred repeatedly during the current season of the Stockton Thunder Hockey team, which has resulted in a significant cost impact to SMG to incur additional staffing costs to create back up files in anticipation of the system failures during games at the Arena. The City is contractually obligated to provide specific facilities and services as listed in Exhibit D of the Ice Hockey Team Lease and Exhibit C of the Ball Park License Agreement including software and hardware to operate the audio-visual programs, video system, and scoreboard. The replacement product will provide video production interface, graphics and production software, a video graphics board, a scoreboard controller, and a board diagnostic tool. Additionally, the Ports season at the Ballpark is scheduled to begin in April 2015, further creating an urgent need to address the systems failures at the Ballpark this fiscal year, and not wait until the new fiscal year Capital Improvement Budget is passed.

FINANCIAL SUMMARY

Replacement of the scoreboard software and hardware systems was not budgeted in the 2014-15 fiscal year, but it is needed in order for SMG to provide an appropriate level of service to their consumers and teams. The CIP Budget for 2014-2015 allocated $230,000 in funding for prioritized projects at the Entertainment Venues. To accommodate the unexpected equipment replacement without going over the appropriation of $230,000 originally approved by Council, the CIP Budget will be adjusted and a less critical project to replace lighting at the Oak Park Ice Arena will be deferred until the FY 2015-2016. The other projects for FY 2014-2015 are already underway. The following table provides a summary of the projects and the adjustment that will be made in the FY 2014-2015 CIP Budget. The remaining cost for completion of the Oak Park Ice Arena Lighting will be budgeted in the CIP 2016-2020.

2014-15 Approved CIP		**2014-15 Proposed Adjusted CIP**	
Energy Management	$86,000	Energy Management	$86,000
Chiller Rebuild	$58,000	Chiller Rebuild	$58,000
Oak Park Ice Arena Lighting	$86,000	Oak Park Ice Arena Lighting	$30,500
Video Production System	$ 0	Video Production System	$55,500
Total 2014-15 Approved CIP	**$230,000**	**Total** 2014-15 Proposed Adjusted CIP	**$230,000**

12.2 15-1473 MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX

Recommended Action: RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing a one year extension of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2016, and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Department: Community Services

Attachments: Attachment A - 3rd Amendment to Oak Park Tennis Center

File #: 15-1473, **Version:** 1

MOTION AUTHORIZING EXTENSION OF CONTRACT WITH PETER JUAREZ TO OPERATE OAK PARK TENNIS COMPLEX

RECOMMENDATION

It is recommended that the City Council adopt a motion approving and authorizing a one year extension of the existing contract with Peter Juarez for continued operation of the Oak Park Tennis Complex through March 31, 2016, and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

SUMMARY

Oak Park Tennis Complex is located within Oak Park, a 61-acre multi-use park property. Peter Juarez currently operates the Oak Park Tennis Complex on behalf of the City. The original five-year agreement, authorized by City Council on April 21, 2009 was due to expire on March 31, 2014. The City Council approved an additional one (1) year option from April 1, 2014 through March 31, 2015. The Tennis Complex is operating well under the current management and continues to provide significant community benefit. Staff recommends extending the current operating agreement for one additional year (Attachment A). The extension is being requested to allow staff additional time to schedule a request for proposals in summer 2015. Several other operating agreements with higher priority are at or near expiration and staff must secure these prior to moving forward with the tennis complex agreement.

DISCUSSION

Background

The Oak Park Tennis Complex is comprised of 11 tennis courts, a practice court area, a full-size pro shop, and a lounge. Two tennis clubs operate at this complex: Stockton Tennis Club and the Oak Park Women's Tennis Club. The complex provides lessons, court rentals, pro shop sales, tournaments, a junior tennis program, various Northern California Tennis Association or United States Tennis Association league programs, and other special events.

The City directly operated the tennis complex until 1987 when it began contracting out operations of the facility. Three different individuals operated the complex for varying contract periods from 1987 until 1998. On October 27, 1998, the City Council authorized an agreement with Peter Juarez to operate the facility. In 2003, the City conducted a Request for Proposals for the operation of the Oak Park Tennis Complex. Peter Juarez was the only respondent to the RFP. Because he was the only respondent and because of his previous experience operating the Oak Park Tennis Complex, staff did not convene the selection committee process and instead met with him to negotiate an agreement.

On July 12, 2005, the City again took over the operation of the Oak Park Tennis Complex on behalf of the City and entered into an agreement with Peter Juarez to provide tennis instruction only. On September 26, 2006, the City Council entered into another one-year agreement with Peter Juarez for tennis instruction only with the option to renew for three additional one-year terms.

On April 21, 2009 the City Council awarded a three-year contract with two one-year renewals to Peter Juarez for the operation of the Oak Park Tennis Complex. Peter Juarez requested and was granted the two options to extend the agreement through March 31, 2014. On March 4, 2014, City Council approved the third option for one year which is set to expire March 31, 2015.

The operating agreement allows the City to provide the community with tennis-related activities for which the City receives the greater of two revenue options: $650 per month or a percentage of sales.

Present Situation

The current operating agreement requires specific activities to occur at the facility. The operator reports monthly on both tennis activities and daily revenue generation from those activities. The City maintains rights to audit and review records. In addition to tennis operations, Peter Juarez supervises the operation and maintenance of the facilities. As the operator, he is responsible for day -to-day maintenance and janitorial activities. The City is responsible for physical plant maintenance including upkeep of the courts, capital improvements and landscaping. The City pays for utilities however staff meets quarterly with the operator to review utility usage.

The current operator is performing well, and the community would benefit from a third one-year extension of the agreement. The City will begin a Request for Proposals process in summer of 2015 and return to Council with the results.

Public Notice

The City Charter requires the publication of a notice to lease City property. “A Notice of Intent to Lease City Property” has been published at least 10 days prior to City Council Action.

FINANCIAL SUMMARY

Peter Juarez will continue to pay the City a monthly fee of $650 or a percentage of gross sales after sales tax, rentals and instruction revenue, whichever is greater as follows:

- 25% of all receipts for all court sales
- 10% or all group and private lessons
- 4% of all Pro- Shop sales receipts

Utilizing a licensed tennis professional to operate the facility is anticipated to generate approximately $12,000 in revenue for the City. The City will continue to pay facility maintenance and utility costs, appropriations for which are included in the FY 2014-15 Adopted Budget for the Community Services - Recreation Fund 044.

Attachment A - Third Amendment to Agreement for Operation of the Oak Park Tennis Complex

THIRD AMENDMENT TO AGREEMENT
FOR THE OPERATION OF THE
OAK PARK TENNIS COMPLEX

Attachment A

THIS THIRD AMENDMENT to the Agreement between the City of Stockton (City) and Peter Juarez (PROFESSIONAL) is made March 1, 2015, and amends the Agreement between the parties dated April 21, 2009.

Recitals

City and PROFESSIONAL entered into an Agreement by which PROFESSIONAL agreed to operate the Oak Park Tennis Complex.

The term of that Agreement, as described in Section 1 of the Agreement, grants the PROFESSIONAL the exclusive right and privilege to operate the Complex from April 1, 2009 to March 31, 2012. The Agreement also provided the PROFESSIONAL two (2), one (1) year options to renew the Agreement. The parties amended that agreement for one (1) additional year of operation for a total of three (3) one-year options to renew. That second option terminates on March 31, 2015.

City is amending this portion of the agreement to grant for an additional fourth one (1) additional year of operation to the PROFESSIONAL. This additional year will allow the Agreement to terminate on March 31, 2016.

NOW, THEREFORE, in consideration of the mutual promises expressed below, the parties agree as follows:

1. Section 1 of the Agreement (Term) is amended to read as follows:

"CITY hereby grants to PROFESSIONAL, the exclusive right and privilege to operate the COMPLEX for a three (3) year period commencing on April 1, 2009, and terminating on March 31, 2012. PROFESSIONAL shall have four (4), one (1) year options to renew the contract. The option to renew shall be made by written request of PROFESSIONAL ninety (90) days prior to the expiration of the Agreement and is subject to CITY's acceptance that PROFESSIONAL's performance is satisfactory and determines that renewal will be in the best interest of the CITY."

2. This amendment will go into effect March 1, 2015.

3. In all other respects, the terms and conditions of the Agreement are to continue in full force and effect.

ATTEST:

_____
BONNIE PAIGE
City Clerk of the City of Stockton

APPROVED AS TO FORM:
JOHN LUEBBERKE
CITY ATTORNEY

BY:_____

CITY OF STOCKTON

BY:_____
KURT WILSON
City Manager

PROFESSIONAL

_____
PETER JUAREZ

12.3 15-1479 EXTENSION OF HYLAND ONBASE HOSTED SOLUTION AGREEMENT WITH NEKO INDUSTRIES, INC.

Recommended Action: RECOMMENDATION

Staff recommends that City Council approve a motion accepting findings which support an exception to the competitive bidding process, and authorize the City Manager to approve an extension of the Hyland OnBase Online Hosted Solution Agreement with NEKO Industries, Inc. in an amount not to exceed $222,684 using the County of Sonoma cooperative purchasing agreement with NEKO Industries, Inc. (Attachments A, B and C).

Department: Information Technology

Attachments: Attachment A - County of Sonoma Cooperative Purchasing Agreement with NEKO Industries Inc

Attachment B - Letter from County of Sonoma extending Agreement

Attachment C - NEKO Industries Inc. Agreement

File #: 15-1479, Version: 1

EXTENSION OF HYLAND ONBASE HOSTED SOLUTION AGREEMENT WITH NEKO INDUSTRIES, INC.

RECOMMENDATION

Staff recommends that City Council approve a motion accepting findings which support an exception to the competitive bidding process, and authorize the City Manager to approve an extension of the Hyland OnBase Online Hosted Solution Agreement with NEKO Industries, Inc. in an amount not to exceed $222,684 using the County of Sonoma cooperative purchasing agreement with NEKO Industries, Inc. (Attachments A, B and C).

Summary

Currently six departments (City Clerk, Administrative Services, Public Works, Economic Development, Municipal Utilities, and Community Development) use OnBase to image and retrieve documents. This software solution is purchased through NEKO Industries, Inc. (NEKO), a value added reseller. Consideration has been given to investing in a more comprehensive citywide document imaging and management system. This concept has been under review in this past year, with an assessment of the ability of the current system to be expanded citywide. The result of the assessment is that staff does not recommend expanding the current system; therefore additional time is necessary to fully evaluate and develop an alternate recommendation. Implementation of a citywide document management system is a major project and represents a significant investment. As such, the Information Technology Department (IT) is recommending a one-year extension of the current agreement with NEKO, with an option for an additional one-year term.

This will allow sufficient time to examine, develop and forward recommendations for implementing a well-thought out citywide strategy for document management that will provide greater internal efficiencies as well as increased transparency.

DISCUSSION

Background

An agreement with NEKO Industries, Inc. to provide imaging and hosting solutions was first approved under Resolution 06-0409 and extended by Resolutions 07-0420, 08-0240, 09-0179, 09-0369, 10-0365, and 13-1002 which extended the term to March 31, 2015.

In July 2011, an IT Assessment for the City of Stockton was prepared and presented to the City Council by NexLevel Information Technology, Inc. Issues with the current online hosted document management system were identified in this report, principally that the City should consider a more comprehensive and strategic approach to document management.

In April 2014, the hosting contract with NEKO was extended in order to maintain critical business functions, and to allow time for completing an assessment of the hosted OnBase system. The assessment was to be part of a larger project that may have included expansion of OnBase to all City departments and conversion of GroupWise documents to OnBase.

At this time, IT has concluded that OnBase does not meet the City's document management, workflow, and collaboration needs. IT recommends that the City examine other document management systems and collaborative software as a long-term solution. Because IT recommends developing an alternative solution, additional time is necessary to fully evaluate and develop this alternative within the context of an update to the Citywide Technology Strategic Plan under review by the new Director of Information Technology.

Present Situation

The current extension agreement with NEKO will expire on March 31, 2015. Staff is recommending that Council adopt findings to support an exception to the competitive bidding requirements for renewal of the agreement using Sonoma County's cooperative purchase agreement with NEKO Industries Inc. for a period of one year, effective April 1, 2015 to March 31, 2016, with an option to renew for an additional one-year term.

Extending the term of the contract during this year will ensure the City's current hosted/online document management system is licensed and maintained while an implementation of other document management solution can be done. During this time, an extension of the existing contract with NEKO is needed to meet the City's document management needs while other options for an enterprise document management are developed.

IT's analysis of document management and collaboration solutions will include a review of other options for enhancing the City's document management needs. Emerging infrastructure offerings such as the State's CalCloud Service and other technology hosting options will be explored.

Findings:

Stockton Municipal Code section 3.68.070 provides an exception to the competitive bidding process in cases where the City Council has approved findings that support and justify the exception. The findings are as follows:

1. Sonoma County has established a cooperative purchase agreement with NEKO Industries, Inc. and offers all entities within the State of California the same Terms and Conditions, the same price and for the same effective period.

2. Sonoma County established these cooperative purchase agreements pursuant to a competitive bidding process.

3. The bid specifications used by Sonoma County have been assessed by Purchasing as compatible to the City of Stockton standards with regards to the formal process, lowest pricing, awarded contract, and cooperative purchasing language allowing public agencies to avail of such process and pricing.

4. While the City is in the process of exploring its options for a comprehensive document management solution, it is not in the best interests of the City to seek a new vendor until that process is complete. This contract extension will allow the City to continue using the existing vendor NEKO during this period.

FINANCIAL SUMMARY

The annual amount is $222,684 for the Hyland OnBase Online renewal through NEKO Industries Inc., and the contract term is April 1, 2015 through March 31, 2016. There is sufficient appropriation in the Computer Internal Service Fund, account number 502-7450-670, to cover the FY14-15 portion of the expense of $55,671. The remaining balance of $167,013 will be budgeted in FY15-16.

Attachment A - County of Sonoma Cooperative Purchasing Agreement with NEKO Industries, Inc.
Attachment B - Letter from County of Sonoma extending Cooperative Purchasing Agreement
Attachment C - NEKO Industries, Inc. Agreement with the City of Stockton

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of July 14, 2011 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and NEKO Industries, Inc., a California Corporation (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified company, experienced in the procurement, implementation, maintenance and support of computer software and hardware and related services; and

WHEREAS, Consultant is a value added reseller ("VAR") of Hyland Software's OnBase Electronic Document Management System ("EDMS") which County desires to procure from Consultant; and

WHEREAS, in the judgment of the County of Sonoma Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the purpose of implementation of an EDMS.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services for Core System Implementation. Consultant shall perform the services described in Exhibits A, B, and C attached hereto and incorporated herein by this reference (hereinafter "Core System Implementation"), and within the times or by the dates provided for in Exhibit A, B, and C and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibits A, B and C, the provisions in the body of this Agreement shall control.

1.2 Department Rollouts. Consultant shall perform the services described in Exhibit D attached hereto and incorporated herein by this reference (hereinafter "Department Rollouts of OnBase"), and within the times or by the dates provided for in Exhibit D and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit D the provisions in the body of this Agreement shall control.

1.3 Maintenance and Support Services. Consultant shall perform the services described in Exhibit E attached hereto and incorporated herein by this reference (hereinafter "Maintenance and Support Services") and within the times or by the dates provided for in Exhibit E and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit E the provisions in the body of this Agreement shall control.

1.4 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.5 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.6 Assigned Personnel.

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from County.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

Ronald Hofhenke – Project Manager
John Edmondson – Technical Manager
Michael Ellis – System Engineer (ECM)

Mike Powell – System Engineer (Capture)
Aaron Brown – Development

Level 1 and Level 2 support as needed.

c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the terms outlined in Exhibit A-1, Exhibit A-2, Exhibit E, Exhibit F, Exhibit G, Exhibit H and Exhibit J.

2.1 All pricing, terms and conditions shall remain in force during the term of this Agreement.

3. Term of Agreement.

3.1 Initial Term. The initial term of this Agreement shall be for a period of three years from the Effective Date ("Initial Term") unless terminated earlier in accordance with the provisions of Article 4 below.

3.2 Options to Extend. County shall have two (2) options to extend ("Extension Options") this agreement for a period of one (1) year each by providing written notice to Consultant thirty (30) days in advance of the expiration of the Initial Term and of the first extension option.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.12 (Ownership

and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or the Information Systems Director, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

5.1 Infringement Indemnity. Consultant represents and warrants that the software supplied under this Agreement does not infringe upon any United States patent or the rights of any third party. Consultant shall defend, indemnify, and hold County harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, which may be incurred by County against any claims, actions, or demands by a third party alleging that the software supplied hereunder infringes a United States

patent, copyright, or trademark. County agrees to notify Consultant of any such claim promptly in writing and County agrees to cooperate fully with Consultant during such proceedings. Consultant shall settle at its sole cost and expense all proceedings arising out of the foregoing.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit I, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes which do not significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than $50,000 from the original Agreement amount, may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being

understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.10 Confidentiality. Consultant and Consultant's subcontractors, agents, assigns, assistants, and all persons acting in concert with or at Consultant's direction shall maintain all County-related records, files, and other information in a confidential and secure manner, including but not limited to all patient medical records and client information, which shall be treated in accordance with all applicable state and federal laws and regulations. Only Consultant's employees and subcontractors who are assisting or performing a task required by this Agreement may have access to any data, documents, or materials accessed by Consultant in connection with this Agreement. Consultant shall require any subcontractor, agent, assign, assistant, and all persons acting in concert with or at Consultant's direction who perform any act required by this Agreement to sign the confidentiality agreement attached hereto as Exhibit M and shall provide a copy of each confidentiality agreement to County. This Paragraph 9.10 shall survive the expiration or termination of this Agreement. Consultant is a Business Associate for the purposes of HIPAA Privacy Rules and shall comply with the provisions of the Business Associate Addendum (Exhibit K) incorporated herein, and made part of this Agreement.

9.11 Source Code. Consultant shall have Hyland Software place source code for the licensed software and any changes thereto, into a software escrow account. County shall have access to the source code in the event Consultant fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for Consultant. The purpose of the escrow account is to enable the County shall be able to use the source code according to the terms of this Agreement, and to permit the County to modify the code for its own use consistent with this Agreement. Consultant shall provide County with a copy of the escrow certificate documenting that Consultant has placed the source code for the licensed software into a software escrow account. The Software Escrow Agreement #5040 account shall name the County of Sonoma as an escrow certificate holder. County shall be invoiced yearly for the escrow fees for its Licensee benefits pursuant to the Software Escrow Agreement attached hereto as Exhibit J.

9.12 Ownership And Disclosure Of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to

demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:	Accounting Office Information Systems Department 2615 Paulin Drive Santa Rosa, CA 95403 (707) 565-1443
TO: CONSULTANT:	Ron Hofhenke Partner NEKO Industries, Inc. Olympus Corporate Center 3017 Douglas Blvd., Suite 300 Roseville, CA 95661 (707) 916-774-7125

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Piggyback Clause. As the lead public agency conducting this solicitation dated May 21, 2010 for Electronic Document Management Services, the County of Sonoma and "awarded vendor" shall allow other government agencies to piggyback on the competitive process for this government contract. Participating agencies may have the

ability to take advantage of the contract pricing and to examine whether the specific terms and conditions meet their needs and the requirements of the awarded contractor.

14. Warranties. Consultant warrants that the software will function according to the current system documentation, as well as all commitments made in Exhibit L (Original RFP and Response to RFP).

15. Miscellaneous Provisions.

15.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement; the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

15.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

15.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

15.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15.8 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: NEKO, INDUSTRIES, INC.

By: _____

Name: RONALD J. HOFFMEYER

Title: PARTNER

Date: JUNE 23, 2011

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By: _____
Ken Hightower, Information Systems Department Director

Date: 7/7/2011

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: 7/5/11

By: _____
Ken Hightower, Information systems Director

Date: 7/14/2011

List of Attachments

EXHIBIT A:	CORE SYSTEM IMPLEMENTATION - SCOPE OF WORK
EXHIBIT A-1:	CORE SYSTEM SOFTWARE PAYMENT
EXHIBIT A-2:	CORE SYSTEM IMPLEMENTATION AND ASSESOR'S UPGRADE PAYMENT
EXHIBIT B:	UPGRADE OF ASSESSOR'S INSTANCE
EXHIBIT C:	ONSITE DEMONSTRATION DAY OF HYLAND'S ONBASE
EXHIBIT D:	DEPARTMENT ROLLOUTS OF ONBASE
EXHIBIT E:	MAINTENANCE AND SUPPORT SERVICES
EXHIBIT F:	NEKO SERVICES PRICING SHEET
EXHIBIT G:	HYLAND'S ONBASE MODULE PRICE LIST
EXHIBIT H:	KOFAX CAPTURE PRICE LIST
EXHIBIT I:	INSURANCE
EXHIBIT J:	ESCROW AGREEMENT
EXHIBIT K:	HIPAA ADDENDUM
EXHIBIT L:	ORIGINAL RFP AND RESPONSE TO RFP
EXHIBIT M:	CONFIDENTIALITY AGREEMENT

EXHIBIT A

Core System Implementation - Scope of Work

Objective: The County's Information Systems Department ("ISD") seeks to deploy an EDMS to serve as a standard County offering to departments for electronic document management needs. ISD desires to purchase and install core system functionality ("Core System") and permit departments to amend this Agreement to allow for department installations to access the Core System, and additional software modules and services to add functionality based on user demand and available funding.

Consultant shall provide the County with project management, design, installation, configuration, integration, consulting, and technical services to assist in the implementation of a Core System and department installations.

The Core System Implementation will include:

a. Planning

i. **Project Plan.** This shall include development of a written document outlining the tasks, milestones and deliverables required to implement the Core System. This shall include target dates and responsible parties for all tasks.

ii. **Technical Validation.** Consultant shall verify that the Core System modules listed in Exhibit A-1 will function within County's current environment and without the purchase of additional dependent modules (excluding licenses to utilize said modules).

b. Procurement. Consultant shall procure the Hyland software modules and licenses outlined in Exhibit A-1 on behalf of County for its Core System, assuming they pass the technical validation cited above.

c. System Design, Installation, Configuration, Customization, and move to Production

i. **Software Installation and Configuration.** Consultant shall install the software and configure and customize the Core System.

ii. **Test/Development System Installation and Configuration.** Consultant shall install and configure a test/development system, which will remain in place for testing new releases and functionality.

d. Move to Production. Consultant shall move the Core System into Production after Consultant and County receive approval through the Information Systems Department's Change Management Process. After the Core System has moved to Production, Consultant will work with County to confirm the Production System

is functionality properly and will work to cure any issues encountered by County immediately.

e. **Training**
   i. Consultant shall develop a written training plan in coordination with County.

   ii. Consultant shall provide onsite, on the job demonstration training for HelpDesk staff, at least two (2) designated System Administrators, Records Management Staff, and first users of the system. Consultant shall provide 44 hours of on the job training.

f. **Testing**
   i. **Written Plan.** Consultant shall develop a written test plan in coordination with County for validating the system is functioning as intended and is performing according to industry standards and benchmarks.

g. **Documentation**
   i. **Design Documentation.** Consultant shall provide written design documentation specific to the County's Core System design.

   ii. **System Documentation.** Consultant shall provide written system documentation specific to the County's Core System setup.

h. **Countywide Retrieval Matrix.** Consultant shall develop a Countywide Retrieval Matrix ("CRM") so that any employee can determine what County documents are available and how to retrieve them if they have the proper security rights.
   i. **Security Rights.** To get security rights to the documents, County user will get manager approval of the department that owns the documents. Consultant will create and provide an eForm for the user to fill out and sign. Once approved, Consultant will add access within two hours.

   ii. **Updates to CRM.** Consultant will update the CRM documentation to reflect additional departmental installs.

i. **Integration with Electronic Records Management Software ("ERMS")**
   i. **Written Specification.** Consultant shall develop a written specification of integration jointly with the County's Records Manager, Joyce Sayed.

   ii. **Written Plan.** Consultant shall develop a written test plan in coordination with County for validating the ERMS integration is functioning as intended.

iii. **Integration.** Consultant shall integrate County's Zasio ERMS with OnBase and install this solution on the Test/Development System.

iv. **Testing.** County shall test the integration of the Core System with the ERMS. Consultant shall make modifications necessary to remedy any problems encountered by County associated with the integration.

v. **Move to Production.** Once County has validated the systems have been integrated to its satisfaction, Consultant will perform the integration in the Production System after Consultant and County receive approval through the Information Systems Department's Change Management Process. After the ERMS and EDMS have been integrated in Production, Consultant will work with County to confirm the Production System is functionality properly and will work to cure any issues encountered by County immediately.

vi. **Documentation**

i. **Design Documentation.** Consultant shall provide written design documentation specific to the integration between the County's Core System and Zasio's ERMS.

ii. **System Documentation.** Consultant shall provide written system documentation specific to the integration between the County's Core System and Zasio's ERMS.

j. **Integration with Active Directory.** Consultant shall work with County to plan, design, test, and integrate OnBase with County's Active Directory system. This shall be conducted in the test system first, and then when fully tested by County and Consultant, it shall be moved into Production. County and Consultant shall test it in the Production system, and Consultant shall triage any issues that arise immediately. Consultant shall provide any necessary documentation and training.

The Core System Implementation phase shall be completed within eight weeks of execution of this Agreement.

Project Management. During all of the phases listed above, during the Assessor's Upgrade detailed in Exhibit B, and all future department rollouts as identified in Exhibit D, Consultant will provide project management services. Consultant will provide a project manager to manage, schedule and coordinate all project activities to assure system quality and adherence to project schedule, provide project updates, troubleshooting and problem resolution support, and facilitate communication between Consultant and County.

EXHIBIT A-1

Core System Software Payment

Core System OnBase Software Solution:

Core System Software Payment. For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount of $136,960 upon procurement of the software and licenses outlined below. Upon completion of the procurement, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the modules procured and the amount charged.

CORE SYSTEM SOFTWARE					
QTY	**PART NUMBER**	**DESCRIPTION**	**RETAIL PRICE**	**DISCOUNTED PRICE**	**EXTENDED PRICE**
1	OBIPW1 &CTIPW1	OnBase Multi-User Server, which includes a workstation license	$5,000	$4,000	$ 4,000
1	DMIPI1	OnBase EDM Services	$5,000	$4,000	$ 4,000
1	WTIPW1	OnBase Web Server	$10,000	$8,000	$ 8,000
100	CTIPC1	Concurrent Client Licenses (1-100)	$1,200	$960	$96,000
1		Discount – Concurrent User License (with 100 licenses minimum purchase)			($51,000)
1	AEIAI1	Application Enabler for Line of Business Integration (Megabyte Application Integration for Assessor's Office)	$15,000	$12,000	$12,000
1	DPIPW1 & CTIPW1	Document Import Processor, which includes a Workstation Client License	$5,000	$ 4,000	$ 4,000
1	RIIPI1 & DRIPI1	OnBase Records Management, which includes Document Retention for free	$20,000	$16,000	$16,000

1	WLIPC1& FMIPI1	OnBase Concurrent WF User, which includes Enterprise eForms for free	$2,000	$ 1,600	$ 1,600
1	RPIPI1	Report Services	$5,000	$ 4,000	$ 4,000
1	OLIPI1-07	Integration for Microsoft Outlook 2007	$5,000	$4,000	$4,000
100	OIIPW1-07	Integration with Office 2007	$50	Free	Free
1	OCIPW1	Batch OCR, includes installation of OnBase OCR software on user workstation	$1,500	$ 1,200	$ 1,200
1	UNIPI1	Unity Client Server	$10,000	$8,000	$8,000
1	IDIPI1	Full-Text Indexing Server for Autonomy IDOL	$10,000	$8,000	$8,000
1	SPIPI1	Web Parts for Microsoft SharePoint	$5,000	$4000	$4,000
1	MAIPI1	Archive Services for Microsoft SharePoint	$5,000	$4,000	$4,000
2	EE#T024-001U	Kofax Concurrent Station (Assessor's Office)	$2,870	$2,296	$4,592
1	EE#Y024-001M	Kofax Image Volume 1 M/Yr Enterprise (Assessor's Office)	$5,710	$4,568	$4,568
Total Software Payment CORE EDMS:					**$136,960.00**

Taxes: There are no taxes on the above software as it is delivered electronically. County will not receive a physical product. In the event any portion of the software listed above requires taxes to be paid, it shall be the responsibility of the Consultant.

Special Concessions:

1. Consultant shall include one (1) test/development license for free, and at no additional maintenance cost. This is a value of $50,000.

2. Consultant has agreed to provide 100 licenses for Integration with Office 2007 for free. This includes free maintenance on those licenses for one year.

3. County may at any time exchange a module it has purchased for another module of equal or lesser value.

4. If County determines any of the above modules do not work within its existing technical infrastructure as defined in the Request For Proposal dated May 21, 2010 (attached to this Agreement as Exhibit L), including its current version of Windows SharePoint Services 3.0, County may exchange it for another module of equal or lesser value or chose to return the module to Hyland and be reimbursed for said expense.

5. County shall receive, free of charge, a workstation license with the OnBase Multi-User Server and a workstation license with the Document Import Processor modules. County shall not pay for maintenance separately on the workstation licenses included with the OnBase Multi-User Server and Document Import Processor modules. County shall pay only for the maintenance on the Multi-User Server and Document Import Processor modules.

6. County shall receive, free of charge, Enterprise eForms with the purchase of a Concurrent workflow User License. County shall also receive, free of charge, the Document Rentention Module with the purchase of the Records Management Module. County shall not pay maintenance separately on the Document Retention module or for Enterprise eForms when it purchases and pays maintenance on the OnBase Records Management Module and OnBase Concurrent workflow User license.

7. Enterprise eForms will allow non-OnBase users to submit eForms into the system without any additional licensing.

8. County shall receive, free of charge, OnBase OCR software when it purchases the Batch OCR module. County shall not pay maintenance separately for the OnBase OCR software when it purchases and pays maintenance on the Batch OCR module.

9. County may exchange any concurrent license it purchases for two named or two workstation licenses within the same category (e.g. 1 concurrent client license for 2 named client licenses; 1 concurrent workflow license for 2 workstation workflow licenses). Consultant shall effect such changes within one business day of County's request.

10. The module and licensing prices and maintenance rate of 18% listed in Exhibits F, G, and H are enforced during the Initial Term and Extension Options of this Agreement. These prices are also valid for any amendments to the Agreement for Department Rollouts (see Exhibit D).

11. Consultant shall provide County with the table structure of its database for customization work that may be done by County's development team.

12. Consultant shall provide the DocPop code to County free of charge.

13. If and when County purchases a sufficient number of "per application" or "per department" modules to match that of the cost of the enterprise application cost, County shall automatically convert to the enterprise application and shall not be required to purchase additional "per application" or "per department" modules thereafter. Enterprise applications can be identified in Exhibit G by the wording "unlimited", "1 time cost", "enterprise", "site license" or "for all enabled applications" and in Exhibit H by the part number beginning with "EE#". For example, under Exhibit G, the Application Enabler module costs $12,000 per enabled application. Once the County purchases its fourth Application Enabler (AEIPI1) module ($12,000 x 4 = $48,000) , it shall automatically be converted to the Enterprise Application Enabler module (AEIPI2) (valued at $40,000) for free and shall no longer need to purchase Application Enabler modules (AEIPI1) for each application enabled.

14. One concurrent client license is equivalent to two named user client licenses or two workstation client licenses. Once the County procures the equivalent of 600 concurrent client licenses, be they any combination of concurrent, workstation, or named user licenses, County shall no longer be required to purchase additional licenses to grant its employees access to the system. At the equivalent of 600 concurrent client licenses, County shall be considered to have hit an "enterprise level" of licensing.

EXHIBIT A-2

Core System Implementation and Assessor's Upgrade Payment

For the Core System Implementation described above in Exhibit A and the Assessor's Upgrade described below in Exhibit B and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

Consultant shall be paid a lump sum amount of $104,300.00 regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified below.

Upon successful completion of the work, signified by a written email from the ISD Project Manager to Consultant indicating such, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

CONSULTING/IMPLEMENTATION SERVICES					
QTY	**ITEM**	**DESCRIPTION**	**RESOURCE**	**PRICE PER HOUR**	**EXTENDED PRICE**
50	Labor 1	Project Management		$180	$9,000
40	Labor 1	Discovery	Gap	$180	$7,200
45	Labor 1	OnBase System Design	Design	$180	$8,100
160	Labor 1	Records Management Design, Integration with Zasio, Installation	RM	$180	$28,800
24	Labor 2	Design Documentation	Documentation	$150	$3,600
20	Labor 2	Develop Test Plan	Documentation	$150	$3,000
16	Labor 2	Develop Training Plan	Training	$150	$2,400

20	Labor 1	Server Level Capture Design	Design	$180	$3,600
66	Labor 2	System Installation—Development Box Build-up included	Install	$150	$9,900
40	Labor 2	System Configuration	Install	$150	$6,000
40	Labor 2	System Integration	DB	$150	$6,000
12	Labor 2	SharePoint Configuration	Install	$150	$1,800
24	Labor 2	Server Level Capture Installation	Install	$150	$3,600
12	Labor 2	System Documentation	Documentation	$150	$1,800
40	Labor 2	System Testing	Documentation	$150	$6,000
1	TRV	Travel	Travel	$6,500	$6,500
16	Labor 2	Move to Production	Install	$150	$2,400
44	Labor 2	Training	Training	$150	$6,600
-1		Hyland Credit: Discount providing that County purchases 100 or more concurrent licenses (as stated above)			($12,000)
Total Labor with Hyland Discount:					**$104,300**

Terms & Conditions:

1. County will not incur a bill from Zasio, its Electronic Records Management System vendor. The cost of any integration from Zasio is reflected in the pricing above. If County receives a bill from Zasio, Consultant shall be responsible for paying said bill according to the terms and conditions described within such bill.

EXHIBIT B

Upgrade of Assessor's Instance

In the event the Assessor's Office has not upgraded to Version 10 or 11 by the Effective Date of this Agreement, Consultant shall perform the following tasks to upgrade the Assessor to version selected to be installed by County:

a. **Validation.** Consultant validates the Version 10 and 11 of Hyland's OnBase will work with Assessor's existing scanner and version of Kofax software. Kofax will need to remain at existing version and on same Assessor box. The Kofax environment cannot be changed or upgraded until a new scanner is procured. OnBase version 10 or 11 will work if Kofax is not moved.

b. **Taxonomy Review.** Consultant shall review the Assessor's Office current taxonomy to determine what changes will be required as part of a larger countywide implementation. Consultant shall effect those changes with the input of Assessor.

c. **Upgrade in Test.** Consultant will upgrade the Assessor's instance of OnBase to match that of the Core System in the Test/Development System. Consultant will provide an upgrade to Application Enabler, will reinstall and reconfigure it to function with Megabyte and Assessor will test.

d. **Existing Integrations.** Consultant will ensure all existing integrations with third party software (i.e. Megabyte, Kofax) still function. Consultant has verified compatibility with new version of Megabyte (.Net version) as of 6/14/11.

e. **Test.** Assessor shall test and validate its functionality and use of the system remains the same. Consultant shall immediately work to cure any issues encountered by Assessor.

f. **Move to Production.** Once Assessor has validated the system is functioning as expected, Consultant will upgrade and install on Production after Consultant and County receive approval through the Information Systems Department's Change Management Process. After Assessor has moved to Production, Consultant will work with Assessor to confirm the Production System is functionality properly and will work to cure any issues encountered by Assessor immediately.

g. **Training.** Consultant will provide training to Assessor staff in new functionality available in Core System.

h. **Documentation and Knowledge Transfer.** Consultant will supply ISD and Assessor with the information (e.g. registry settings) required to develop script(s) to push out upgrade-related changes on the client-side, such as new OnBase and Application Enabler shortcuts, non-default user settings such as

disabled zoom, customized toolbars, etc. to avoid manual installation. Consultant will clarify for Assessor how Assessor's administrator rights will change based on countywide implementation and will work with County to set up Assessor's administrator rights over Assessor's doctype groups. Consultant shall provide updated documentation to Assessor based on any revisions made.

i. **Restore Process Plan and Support.** Consultant shall develop a disaster recovery plan for the Assessor's upgrade in conjunction with County to plan for the potential event of a failed upgrade. Consultant shall restore the Assessor's old instance and cure any upgrade issues until Assessor can be successfully moved to the Core System.

j. **Free Site Review.** Consultant will provide a free site review at Assessor's site. Consultant will meet with Assessor to provide a demonstration, analyze their needs and provide a free fixed price quote based on the prices and maintenance charges outlined in Exhibits F, G, and H. Based on what the Consultant learns during the meeting and any follow up meetings or communications required, Consultant will produce a Proof of Concept for Assessor review, testing and sign-off. When Assessor approves the Proof of Concept and quote, this Agreement shall be amended to include Assessor's additional scope of work.

The Assessor's Upgrade shall be commenced upon a date mutually acceptable by Consultant, County's Assessor's Office and Information Systems Department. Assessor's Upgrade (Steps a-i above) shall be completed within three (3) weeks.

EXHIBIT C

OnSite Demonstration Day of Hyland's OnBase

Consultant and the ISD Project Manager shall hold a "Get to know OnBase" event at the County where staff members from interested departments can attend to see what type of functionality is available to their departments, what modules Hyland has to offer, ask questions about specific business needs and potential solutions, etc. Consultant shall invite Hyland software to co-host the event. County and Consultant shall work together to plan the agenda, topics to be covered, date/time, and location of the day long demonstration. This event shall be hosted by Consultant and Hyland free of charge to County. County will provide the location and marketing for the event.

EXHIBIT D

Department Rollouts of OnBase

As departments ("customer") express an interest to utilize the Core System, Consultant will provide a free site review at customer's site. Consultant will meet with customer to provide a demonstration, analyze their needs and provide a free fixed price quote based on the prices and maintenance charges outlined in Exhibits F, G, and H. Based on what the Consultant hears during the meeting and any follow up meetings or communications required, Consultant will produce a Proof of Concept for customer review, testing and sign-off.

When customer approves the Proof of Concept and quote, this Agreement shall be amended to include customer's scope of work, which shall include taxonomy development that shall be integrated with the County's records retention schedules and documented in the Countywide Retrieval Matrix.

EXHIBIT E

Maintenance and Support Services

A. Hyland Support and Maintenance Services

1 Hyland Maintenance and Support

1.1 **Charges:** Maintenance charges on the above modules listed in Exhibit A-1 shall be at a rate of 18% per year of the Retail Price. In year 1, County shall not pay maintenance charges on the 100 licenses for Office 2007 as noted above in Exhibit A-1. County shall not pay for the modules purchased herein which are also included on any bill to the Assessor's Office under their current contract with Neko Industries for the period of July 1, 2011 – June 30, 2012.

1.2 **Support included:** Annual maintenance and support shall include the right to:

a. Receive all software patches and new versions
b. Unlimited services to restore a system to production status should a failure occur.
c. Direct telephone and email support Monday through Friday from 8:00 a.m. through 5:00 p.m. PST. .

Hyland Software, Inc.
28500 Clemens Road. Westlake, OH 44145

Email: support@onbasenebraska.com
Phone: (440) 788.5000
Fax: (440) 788.5100

1.3 **Exclusions to Support:** Services not provided under the maintenance fees and licensing of the system:

a. Services to add new functionality to the system are excluded from Production maintenance. These services would be defined and a not to exceed quotation provided as required.

1.4 **First Line of Support:** Consultant shall act as County's first line of support and shall escalate to Hyland as further described below.

B. Consultant Support Services

1. Consultant's Maintenance and Support

1.1 **Charges:**

1.1.1 **Software:** Consultant's support services charges for the Core System and Assessor's instance shall be $5,900 annually. As customers are added to the Core System, Consultant shall provide a quote to add Consultant's support for that department. Consultant shall be paid no more than $7200 per year to support all County departments.

1.1.2 **Hardware:** In the event County purchases hardware directly from Consultant (e.g. scanners, storage, etc.), Consultant shall provide a quote to add Consultant's support for that hardware. Consultant shall be paid no more than $5000 per year to support all hardware procured through Consultant by County departments.

1.1.3 **Travel Charges**: In the event of a major upgrade or installation that requires Consultant to come onsite, Consultant shall provide a quote to County for the cost of traveling to County's site to facilitate such work.

1.2 **Objective:** Consultant shall ensure upgrade and manufacturer support. Consultant will take the first call and triage the problem. If the problem cannot be solved on the phone, then Consultant will escalate to the manufacturers as required. The objective is to provide one call to Consultant for any Enterprise Content Management ("ECM") software or related hardware. Consultant will secure the appropriate support agreements with Hyland Software and Kofax for its OnBase and Capture products respectively, and support agreements for any hardware procured through Consultant.

1.3 **Method of Support:** Consultant provides Remote Support functionality via WebEx whereby Consultant, with the assistance of end users, provides direct support to a problem PC or server while maintaining all County security and supporting County's current firewall configuration.

2 Software Contract Service Summary:

Support Level	Included	Service Offering
Basic	Yes	1. Real time support call intake for IT and Super Users 2. Issue Manager Ticketing System for IT and Super Users

		3. Emergency Repairs Response Time: 20 minute for remote support (WebEx), next day if onsite is required 4. Normal Repairs Response Time: 2 hour for remote support (WebEx), next day onsite if required 5. Preventative Maintenance Response Time: At a time mutually acceptable to County and Consultant 6. Software Support shall be available Monday-Friday from 8:00 a.m. – 5:00 p.m. (Pacific Time) 7. Program includes managed escalation support by Neko 8. All maintenance of supported software, including Hyland's OnBase and Kofax software, shall include all manufacturer updates, upgrades and enhancements currently available and will also include support for new development as necessary to maintain system. 9. Provide phone, email and web support (via WebEx) for imaging hardware and software Monday through Friday and for weekend hours scheduled in advance, at no additional charge. 10. Use manufacturer's resources on County's behalf if Consultant's support team cannot resolve any hardware or software issue.
Premier	Yes	a. System Triage for supported software b. Extended Hour Software Support shall be available by schedule only c. WebEx Software Support included to cut down cost of potential on-site charges

		d. Program includes dedicated support person that is familiar with County's ECM environment e. Personal Call to clarify issue as needed to expedite the process f. Follow-up contact to ensure call was closed satisfactorily
Premier Option -1	No	System Triage for supported hardware
Premier Option -2	No	Installation of Hyland/Kofax patches on Server and Test/Development Server for workstation deployment.
Premier Option -3	No	Full Server Support (Maintain and oversee server OS, SQL, and Network Security). In-place Application upgrades applied. Triage and recommend solution for workstation issues.
Premier Option -4	Yes	Application Software Onsite support provided as needed on a time and materials basis.
Premier Option -5	No	New Server Moves/Builds or Complete Scheduled Server reinstalls are not included and will be quoted at fixed cost to customer. (This excludes non-break fix. A break fix would be a restore from backup.)
Premier Option – 6	No	Maintenance of test/development server. This includes synchronization of test server to match production.

Assumptions:

a. OnBase upgrades of the server and sample workstations are included. All workstation roll-outs and OS upgrades and patches are outside the scope of this Agreement.

b. System enhancements and/or new functionality will be negotiated on a service-by-service basis.

c. Changes to services will be communicated and documented to all stakeholders via an approved amendment to this Agreement.

d. Scheduling of all service related requests will be conducted in accordance with service descriptions.

e. Super Users shall be defined as the departmental System Administrators who shall be granted access to only their department's doctype groups.

3. Roles and Responsibilities

3.1 **Parties.** The following Service Owner(s) will be used as the basis of the Agreement and represent the primary stakeholders associated with this Agreement:

Stakeholder	Title/Role	Contact Information
Sabrina Doss	ISD Project Manager	Sabrina.Doss@sonoma-county.org (707) 565-2303
Ron Hofhenke	Neko Account Manager	rjh@nekoind.com (916) 774-7125
John Edmondson	Neko Escalation Manager	jhe@nekoind.com (916) 774-7125

*Note: Availability is defined below under Hours of Coverage, Response Time & Escalations. All *first calls* to be into main NEKO line. Cell phone numbers are not to be used unless specified in this section.

3.2 **Consultant's Responsibilities.** Consultant's responsibilities and/or requirements in support of this Agreement include:

a. Meet response times associated with the priority assigned to issues and service requests.
b. Appropriate notification to County for all schedule maintenance as set forth below.
c. Effectively escalate issues to 2nd level service providers as required.
d. Implement and maintain defined processes to deliver these services.

3.3 **County's Responsibilities.** County's responsibilities and/or requirements in support of this Agreement include:

a. Availability of customer representatives(s) when resolving a service related incident or request.
b. Communicate specific service availability requirements.

4. Requesting Service

There are three methods of contacting IT for all requests:

4.1 **Online/IT Request (http://support.nekoind.com).** By utilizing the web, County's request will be automatically associated with our organization and visible to all authorized Customer and Consultant personnel. Requests made via the web will be processed during normal hours of operation. Using the Request via the web interface is the most efficient method to log and process incidents. If a premier support customer, a help desk manager will follow-up

to clarify the details of the request, if required, prior to contact by assigned technician.

4.2 **Phone (916-774-7125, Ask for Customer Service).** A Help Desk Manager will take County's call, record the needed information soliciting clarification where required. A ticket will then be opened on http://support.nekoind.com and assigned to a technician. Phone service is available during normal hours of operation. Messages left during off hours will be processed the next business day.

4.3 **Email (CustomerSupport@nekoind.com).** Requests submitted via email to CustomerSupport@nekoind.com will automatically be registered and a ticket opened on Support.nekoind.com. A Help Desk Manager will contact the requestor for additional information or clarification as required before assigning to a technician. Email requests will be processed during regular business hours.

*Contact directly to a Consultant representative may delay response times and proper tracking.

5. Hours of Coverage, Response Times & Escalation

5.1 **Hours of Coverage**

a. The Support Center hours of operation are 8:00 a.m. to 5:00 p.m. PST, Monday – Friday, except for federal holidays and announced Consultant closures. County may use any of the methods of contact as stated in Section 4.

b. Tickets via the web interface and email can be sent 24 hours a day, 7 days a week and will be processed during the next business day. Using IT Request via the web interface is the most efficient method to log and process incidents.

c. Previously scheduled services may be performed after hours or on weekends.

d. Any request requiring a restart of County's hardware may need to be performed off hours or on the weekend, and will be accommodated as needed by Consultant.

5.2 **Incident Response**

For responses to requests, Consultant shall respond depending on the type of request as listed below:

a. **Emergency Repairs Response Time**: 20 minute for remote support (WebEx), next day if onsite is required

b. **Normal Repairs Response Time:** 2 hour for remote support (WebEx), next day onsite if required

c. **Preventative Maintenance Response Time:** At a time mutually acceptable to County and Consultant

5.3 **New Service or Enhancement Request (ER).** An enhancement request (ER) means a request that is made by County to Consultant for a service not deemed to be considered maintenance of the system. ERs may be processed during normal hours of operation via any of the methods outlined in Section 4 and will be responded to with an estimate of time to complete the request and any fees associated with the request.

5.4 **Escalation.** If County is not satisfied with the level of service on a request, County may contact its Account Manager or the Escalation Manager. They will categorize and process County's input as appropriate and will respond to County with the action taken.

5.5 **Information.** If County has a question about service, IT need or technology, it may phone, email, or use IT Request. The Support Center will route County's ticket to the appropriate area.

5.6 **Service Exceptions to Coverage.** There is no coverage on federal holidays.

Federal Holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

On California State holidays there is minimal coverage—server down situations only.

CA State Holidays:

- Birthday of Martin Luther King, Jr.
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Day after Christmas

Consultant specific holidays will be made known to County at least seven (7) days in advance.

6 Maintenance and Service Changes

Consultant's Change Management process minimizes unintended service disruptions or other impacts to the County as a result of changes in the production environment. Consultant does this by monitoring, managing, and evaluating changes to maximize the service benefits to the customer, while minimizing the risks involved in making those changes.

There are three categories of service changes:

6.1 **Planned Maintenance:** Planned service maintenance is approved work that is planned and scheduled prior to the change. The Consultant's technician or Account Manager will communicate (as needed) to the appropriate audience prior to the scheduled change.

6.2 **Unplanned Maintenance:** Unplanned service maintenance is priority work that is unplanned due to an urgent repair to prevent failure or resume normal processes. Unplanned service outages will be given priority (and communicated immediately) on a case-by-case basis depending on the type and urgency of the service failure.

6.3 **Emergency Service Change:** An emergency service change is defined as a service failure that affects the entire ECM system or a significant number of users require immediate resolution. Consultant's technician reports all emergency service changes to the appropriate personnel at both Consultant's Office and County to determine the necessary communication steps. Emergency service announcements are communicated the day of the service interruption.

7 Reviewing and Logging

The ECM system requires regular oversight to ensure system is operating at peak efficiency. This Section 7 outlines what functions should be reviewed on a regular basis.

Daily Tasks

Server	**Confirm**	**Report**	**Responsible Party**
Check daily back-up logs	No skipped files or errors?	Anomaly Report	ISD

Weekly Tasks

Server	Confirm	Report	Responsible Party
Check the Windows event log	Abnormal warnings or errors?	Anomaly Report	ISD
Check the OnBase event log	Abnormal warnings or errors?	Anomaly Report	ISD
Check the SQL Server Maintenance Log	Abnormal warnings or errors?	Anomaly Report	ISD
Check System Space	Sufficient space?	Space Report	ISD
Verify System Integrity	Verify database to file system	Run OnBase Platter Report	ISD
Check Services Production	Ensure services are running: IIS, OnBase, IDOL, Workflow	Anomaly Report	ISD
Check Services Development	IDOL , Workflow	Anomaly Report	ISD
Check Batch Committals	Services running, no uncommitted batches	Anomaly Report	Departments
Check Batch OCR/PDF Processor	Services running, no unprocessed batches	Anomaly Report	Departments
Check Workflow Timer Server	Documents in queue over 1 hour old	Anomaly Report	Departments

EXHIBIT F

NEKO SERVICES PRICING SHEET

DESCRIPTION	PRICE PER HOUR
Project Management/Consulting	$180.00
Gap Analysis/Discovery	$180.00
OnBase System Design	$180.00
Design Documentation	$150.00
Develop Test Plan	$150.00
Develop Training Plan	$150.00
Capture Design	$180.00
System Installation	$150.00
System Configuration	$150.00
System Customization	$150.00
System Integration	$150.00
Data Conversion	$150.00
Capture Installation	$150.00
Capture Configuration/Integration	$150.00
System Documentation	$150.00
System Testing	$150.00
Move to Production	$150.00
Training	$150.00

EXHIBIT G

HYLAND'S ONBASE MODULE PRICE LIST

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Server Modules					
Multi-User Server	OBIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Single User Server	OBIPA1	$ 1,000.00	$ 800.00	1 time cost	$ 180.00
CLIENT MODULES					
Concurrent Client	CTIPC1	$ 1,200.00	$ 960.00	Each, for Qty 1-100	$ 216.00
	CTIPC2	$ 1,000.00	$ 800.00	Each, for Qty 101-200	$ 180.00
	CTIPC3	$ 800.00	$ 640.00	Each, for Qty 201+	$ 144.00
Workstation Client	CTIPW1	$ 600.00	$ 480.00	Each, for Qty 1-100	$ 108.00
	CTIPW2	$ 500.00	$ 400.00	Each, for Qty 101-200	$ 90.00
	CTIPW3	$ 400.00	$ 320.00	Each, for Qty 201+	$ 72.00
Named User Client	CTIPN1	$ 600.00	$ 480.00	Each, for Qty 1-100	$ 108.00
	CTIPN2	$ 500.00	$ 400.00	Each, for Qty 101-200	$ 90.00
	CTIPN3	$ 400.00	$ 320.00	Each, for Qty 201+	$ 72.00
IMAGING AND CAPTURE					
Document Imaging					
Production Document Imaging (Kofax or TWAIN)	DIIPW1	$ 5,000.00	$ 4,000.00	For the first	$ 900.00
	DIIPW2	$ 2,000.00	$ 1,600.00	For the second and beyond	$ 360.00
Production Document Imaging (TWAIN)	TIIPW1	$ 5,000.00	$ 4,000.00	For the first	$ 900.00
	TIIPW2	$ 2,000.00	$ 1,600.00	For the second and beyond	$ 360.00
Production Document Imaging (ISIS)	ASIPW1	$ 5,000.00	$ 4,000.00	For the first	$ 900.00
	ASIPW2	$ 2,000.00	$ 1,600.00	For the second and beyond	$ 360.00
Disconnected Scanning	DSIPW1	$ 5,000.00	$ 4,000.00	For the first	$ 900.00
	DSIPW2	$ 2,000.00	$ 1,600.00	For the second and beyond	$ 360.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Desktop Document Imaging	AIIPW1	$ 500.00	$ 400.00	For <= 15 pages per minute	$ 90.00
	AIIPW2	$ 1,000.00	$ 800.00	For <= 30 pages per minute	$ 180.00
	AIIPW3	$ 1,500.00	$ 1,200.00	For >30 pages per minute	$ 270.00
Web Scanning Named User	WSIPN1	$ 500.00	$ 400.00	Each	$ 90.00
Front Office Scanning	FOIPW1	$ 1,000.00	$ 800.00	Each	$ 180.00
Express Scanning	ESIPW1	$ 1,000.00	$ 800.00	Each	$ 180.00
Bar Code Recognition Server	BSIPW1	$ 5,000.00	$ 4,000.00	Each	$ 900.00
Other Imaging and Capture Modules					
Batch OCR	OCIPW1	$ 1,500.00	$ 1,200.00	1 time cost	$ 270.00
Ad-hoc Document OCR	AOIPW1	$ 500.00	$ 400.00	1 time cost	$ 90.00
Automated Indexing	IAIPW1	$ 10,000.00	$ 8,000.00	Per Scanner	$ 1,800.00
Ad-hoc Automated Indexing	AZIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Intelligent Automated Indexing	IIIPI1	$ 20,000.00	$ 16,000.00	Per Concurrent Instance	$ 3,600.00
Virtual Print Driver	PTIPC1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Signature Pad Interface (TWAIN)	PWIPI1	$ 6,000.00	$ 4,800.00	1 time cost	$ 1,080.00
Bar Code Generator	BCIPI1	$ 2,000.00	$ 1,600.00	1 time cost	$ 360.00
Merchant Capture	MTIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Image Segment Archiver	EBIPI1	$ 4,000.00	$ 3,200.00	1 time cost	$ 720.00
Image-Only Modules					
Image-Only Multi-User Server	ELIPI2	$ 2,000.00	$ 1,600.00	1 time cost	$ 360.00
Image-Only Concurrent Client	ELIPC2	$ 600.00	$ 480.00	Each	$ 108.00
Image-Only Workstation Client	ELIPW2	$ 300.00	$ 240.00	Each	$ 54.00
Image-Only Named User Client	ELIPN2	$ 300.00	$ 240.00	Each	$ 54.00
IMPORT PROCESSING					
COLD/ERM and Import Processors					
COLD/ERM	CLIPW1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Advanced COLD/ERM	ACIPW1	$ 35,000.00	$ 28,000.00	1 time cost	$ 6,300.00
PCL Input Filter	PCIPW1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
AFP Input Filter	AFIPW1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
DJDE Input Filter	DJIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
PDF Input Filter	PIIPW1	$ 7,500.00	$ 6,000.00	1 time cost	$ 1,350.00
Document Import Processor	DPIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
XML Index Document Import Processor	DXIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Advanced Document Import Processor	ADIPW1	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
XML Tag Import Processor	XMIPW1	$ 7,000.00	$ 5,600.00	1 time cost	$ 1,260.00
Remittance Processor	RPIPW1	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
Advanced Remittance Processor	APIPW1	$ 40,000.00	$ 32,000.00	1 time cost	$ 7,200.00
Directory Import Processor	TYIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
COLD/ERM-Only Modules					
COLD/ERM-Only Multi-User Server	ELIPI1	$ 2,000.00	$ 1,600.00	1 time cost	$ 360.00
COLD/ERM-Only Concurrent Client	ELIPC1	$ 600.00	$ 480.00	Each	$ 108.00
COLD/ERM-Only Workstation Client	ELIPW1	$ 300.00	$ 240.00	Each	$ 54.00
COLD/ERM-Only Named User Client	ELIPN1	$ 300.00	$ 240.00	Each	$ 54.00
Other Import Processing Modules					
132 Column Font	FOIPI1	$ 2,000.00	$ 1,600.00	For 1-100 Workstations	$ 360.00
	FOIPI2	$ 5,000.00	$ 4,000.00	For 101+ Workstations	$ 900.00
Conversion Tool for IXOS	IXIPI1	$ 10,000.00	$ 8,000.00	No maintenance.	
Conversion Tool for Ricoh eCabinet	RCIPI1	$ 5,000.00	$ 4,000.00	No maintenance. 1 time cost	
BUSINESS PROCESS AUTOMATION					
Workflow (New Licensing Model)					
Workflow Concurrent Client SL	WLIPC1	$ 2,000.00	$ 1,600.00	Each, for qty 1-20	$ 360.00
	WLIPC2	$ 1,600.00	$ 1,280.00	Each, for qty 21-50	$ 288.00
	WLIPC3	$ 1,400.00	$ 1,120.00	Each, for qty 51-100	$ 252.00
	WLIPC4	$ 1,200.00	$ 960.00	Each, for qty 101-300	$ 216.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	WLIPC5	$ 1,100.00	$ 880.00	Each, for qty 301-1,000	$ 198.00
	WLIPC6	$ 1,000.00	$ 800.00	Each, for qty 1,001+	$ 180.00
Workflow Workstation Client SL	WLIPW1	$ 1,250.00	$ 1,000.00	Each, for qty 1-20	$ 225.00
	WLIPW2	$ 1,000.00	$ 800.00	Each, for qty 21-50	$ 180.00
	WLIPW3	$ 800.00	$ 640.00	Each, for qty 51-100	$ 144.00
	WLIPW4	$ 700.00	$ 560.00	Each, for qty 101-300	$ 126.00
	WLIPW5	$ 600.00	$ 480.00	Each, for qty 301-1,000	$ 108.00
	WLIPW6	$ 500.00	$ 400.00	Each, for qty 1,001+	$ 90.00
Workflow Named User Client SL	WLIPN1	$ 1,250.00	$ 1,000.00	Each, for qty 1-20	$ 225.00
	WLIPN2	$ 1,000.00	$ 800.00	Each, for qty 21-50	$ 180.00
	WLIPN3	$ 800.00	$ 640.00	Each, for qty 51-100	$ 144.00
	WLIPN4	$ 700.00	$ 560.00	Each, for qty 101-300	$ 126.00
	WLIPN5	$ 600.00	$ 480.00	Each, for qty 301-1,000	$ 108.00
	WLIPN6	$ 500.00	$ 400.00	Each, for qty 1,001+	$ 90.00
WorkView (New Licensing Model)					
WorkView Concurrent Client SL	VLIPC1	$ 1,500.00	$ 1,200.00	Each, for qty 1-20	$ 270.00
	VLIPC2	$ 1,300.00	$ 1,040.00	Each, for qty 21-50	$ 234.00
	VLIPC3	$ 1,200.00	$ 960.00	Each, for qty 51-100	$ 216.00
	VLIPC4	$ 1,100.00	$ 880.00	Each, for qty 101-300	$ 198.00
	VLIPC5	$ 1,000.00	$ 800.00	Each, for qty 301-1,000	$ 180.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	VLIPC6	$ 900.00	$ 720.00	Each, for qty 1,001+	$ 162.00
WorkView Workstation Client SL	VLIPW1	$ 900.00	$ 720.00	Each, for qty 1-20	$ 162.00
	VLIPW2	$ 800.00	$ 640.00	Each, for qty 21-50	$ 144.00
	VLIPW3	$ 700.00	$ 560.00	Each, for qty 51-100	$ 126.00
	VLIPW4	$ 600.00	$ 480.00	Each, for qty 101-300	$ 108.00
	VLIPW5	$ 500.00	$ 400.00	Each, for qty 301-1,000	$ 90.00
	VLIPW6	$ 400.00	$ 320.00	Each, for qty 1,001+	$ 72.00
WorkView Named User Client SL	VLIPN1	$ 900.00	$ 720.00	Each, for qty 1-20	$ 162.00
	VLIPN2	$ 800.00	$ 640.00	Each, for qty 21-50	$ 144.00
	VLIPN3	$ 700.00	$ 560.00	Each, for qty 51-100	$ 126.00
	VLIPN4	$ 600.00	$ 480.00	Each, for qty 101-300	$ 108.00
	VLIPN5	$ 500.00	$ 400.00	Each, for qty 301-1,000	$ 90.00
	VLIPN6	$ 400.00	$ 320.00	Each, for qty 1,001+	$ 72.00
Workflow/WorkView Combination (New Licensing Model)					
Workflow/WorkView Concurrent Client SL	WWIPC1	$ 2,700.00	$ 2,160.00	Each, for qty 1-20	$ 486.00
	WWIPC2	$ 2,300.00	$ 1,840.00	Each, for qty 21-50	$ 414.00
	WWIPC3	$ 2,100.00	$ 1,680.00	Each, for qty 51-100	$ 378.00
	WWIPC4	$ 1,900.00	$ 1,520.00	Each, for qty 101-300	$ 342.00
	WWIPC5	$ 1,700.00	$ 1,360.00	Each, for qty 301-1,000	$ 306.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	WWIPC6	$ 1,500.00	$ 1,200.00	Each, for qty 1,001+	$ 270.00
Workflow/WorkView Workstation Client SL	WWIPW1	$ 1,700.00	$ 1,360.00	Each, for qty 1-20	$ 306.00
	WWIPW2	$ 1,300.00	$ 1,040.00	Each, for qty 21-50	$ 234.00
	WWIPW3	$ 1,100.00	$ 880.00	Each, for qty 51-100	$ 198.00
	WWIPW4	$ 1,000.00	$ 800.00	Each, for qty 101-300	$ 180.00
	WWIPW5	$ 900.00	$ 720.00	Each, for qty 301-1,000	$ 162.00
	WWIPW6	$ 800.00	$ 640.00	Each, for qty 1,001+	$ 144.00
Workflow/WorkView Named User Client SL	WWIPN1	$ 1,700.00	$ 1,360.00	Each, for qty 1-20	$ 306.00
	WWIPN2	$ 1,300.00	$ 1,040.00	Each, for qty 21-50	$ 234.00
	WWIPN3	$ 1,100.00	$ 880.00	Each, for qty 51-100	$ 198.00
	WWIPN4	$ 1,000.00	$ 800.00	Each, for qty 101-300	$ 180.00
	WWIPN5	$ 900.00	$ 720.00	Each, for qty 301-1,000	$ 162.00
	WWIPN6	$ 800.00	$ 640.00	Each, for qty 1,001+	$ 144.00
E-Forms					
E-Forms	FMIPI1	$ 10,000.00	$ 8,000.00	1 time cost. No cost to County. It's included with the purchase of 1 workflow license.	
Integration for Microsoft InfoPath	MIIPI1	$ 10,000.00	$ 8,000.00	1 time cost.	$ 1,800.00
Field Reporting Named User Client	FRIPN1	$ 1,000.00	$ 800.00	Qty 1-100	$ 180.00
	FRIPN2	$ 900.00	$ 720.00	Qty 101-200	$ 162.00
	FRIPN3	$ 800.00	$ 640.00	Qty 201-500	$ 144.00
	FRIPN4	$ 700.00	$ 560.00	Qty 501-1,000	$ 126.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	FRIPN5	$ 600.00	$ 480.00	Qty 1,001 - 3,000	$ 108.00
	FRIPN6	$ 500.00	$ 400.00	Qty 3,001 - 5,000	$ 90.00
	FRIPN7	$ 400.00	$ 320.00	Qty 5,001+	$ 72.00
Field Reporting Workstation Client	FRIPW1	$ 2,000.00	$ 1,600.00	1 time cost.	$ 360.00
Integration for Adobe Livecycle Server Forms	AFIPI1	$ 25,000.00	$ 20,000.00	1 time cost.	$ 4,500.00
Integration for FormFast	FFIPI1	$ 10,000.00	$ 8,000.00	Per Department	$ 1,800.00
	FFIPI2	$ 35,000.00	$ 28,000.00	Enterprise	$ 6,300.00
Integration for Access Forms	AXIPI1	$ 10,000.00	$ 8,000.00	Per Department	$ 1,800.00
	AXIPI2	$ 35,000.00	$ 28,000.00	Enterprise	$ 6,300.00
Mobile Workflow					
Mobile Workflow for Blackberry®	BWIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
Business Process Management Tools (BPM)					
Business Process Modeling	BMIPI1	$ 10,000.00	$ 8,000.00	1 time cost.	$ 1,800.00
Business Activity Monitoring	BAIPI1	$ 10,000.00	$ 8,000.00	1 time cost.	$ 1,800.00
Extractor for Data Warehouse	XTIPI1	$ 50,000.00	$ 40,000.00	1 time cost.	$ 9,000.00
BPM Tools Suite	TLIPI1	$ 65,000.00	$ 52,000.00	1 time cost.	$ 11,700.00
Other Business Process Automation Modules					
Business Rules Engine	BRIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
Doc - Create PDF/TIFF for this Document	WTIPI1	$ 3,000.00	$ 2,400.00	1 time cost.	$ 540.00
Digital Signatures	DGIPN1	$ 200.00	$ 160.00	Per Client	$ 36.00
Digital Signing Server	DCIPW1	$ 25,000.00	$ 20,000.00	1 time cost.	$ 4,500.00
Integration for Microsoft BizTalk	BZIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
Document Composition for Microsoft Word	CWIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
Document Composition	ADIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
Enterprise Document Composition	BDIPI1	$ 50,000.00	$ 40,000.00	1 time cost.	$ 9,000.00
Image Document Composition	FCIPI1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00
ACH Generator	AHIPW1	$ 20,000.00	$ 16,000.00	1 time cost.	$ 3,600.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Integration for PFU TimeStamp Service	TSIPI1	$ 2,000.00	$ 1,600.00	Initial purchase includes 1,000 TimeStamps	$ 360.00
	TSIPI2	$ 100.00	$ 80.00	For 1,000 Addt'l TimeStamps	$ 18.00
	TSIPI3	$ 900.00	$ 720.00	For 10,000 Addt'l TimeStamps	$ 162.00
	TSIPI4	$ 7,000.00	$ 5,600.00	For 100,000 Addt'l TimeStamps	$ 1,260.00
Workflow					
Workflow Departmental Server	WFIPD1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Workflow Enterprise Server	WFIPI1	$ 50,000.00	$ 40,000.00		$ 9,000.00
Workflow Concurrent Client	WFIPC1	$ 1,000.00	$ 800.00	Each	$ 180.00
Workflow Workstation Client	WFIPW1	$ 500.00	$ 400.00	Each	$ 90.00
Workflow Named User Client	WFIPN1	$ 500.00	$ 400.00	Each	$ 90.00
WorkView					
WorkView Server	RMIPI1	$ 10,000.00	$ 8,000.00		$ 1,800.00
WorkView Concurrent Client	RMIPC1	$ 1,000.00	$ 800.00	Each	$ 180.00
WorkView Workstation Client	RMIPW1	$ 500.00	$ 400.00	Each	$ 90.00
WorkView Named User Client	RMIPN1	$ 500.00	$ 400.00	Each	$ 90.00
Workflow/WorkView Combination					
Workflow/WorkView Concurrent Client	WCIPC1	$ 1,500.00	$ 1,200.00	Each	$ 270.00
Workflow/WorkView Workstation Client	WCIPW1	$ 750.00	$ 600.00	Each	$ 135.00
Workflow/WorkView Named User Client	WCIPN1	$ 750.00	$ 600.00	Each	$ 135.00
CONTENT MANAGEMENT					
Web Server, EDM Services, Collaboration, etc.					
Web Server	WTIPW1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
StatusView	STIPI1	$ 0.00	$ 0.00	1 time cost	$ 0.00
Unity Client Server	UNIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Unity Briefcase	UBIPW1	$ 400.00	$ 320.00	Each, Qty 1-100	$ 72.00
	UBIPW2	$ 350.00	$ 280.00	Each, Qty 101-200	$ 63.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	UBIPW3	$ 300.00	$ 240.00	Each, Qty 201+	$ 54.00
EDM Services	DMIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Office Business Application for 2007	OIIPW1-07	$ 50.00	$ 40.00	Each, Qty 1-100	$ 9.00
	OIIPW2-07	$ 40.00	$ 32.00	Each, Qty 101-200	$ 7.20
	OIIPW3-07	$ 30.00	$ 24.00	Each, Qty 201-400	$ 5.40
	OIIPW4-07	$ 15,000.00	$ 12,000.00	Site License, Qty 400+	$ 2,700.00
Office Business Application for 2010	OIIPW1-10	$ 50.00	$ 40.00	Each, Qty 1-100	$ 9.00
	OIIPW2-10	$ 40.00	$ 32.00	Each, Qty 101-200	$ 7.20
	OIIPW3-10	$ 30.00	$ 24.00	Each, Qty 201-400	$ 5.40
	OIIPW4-10	$ 15,000.00	$ 12,000.00	Site License, Qty 400+	$ 2,700.00
Collaboration	COIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Web Parts for Microsoft SharePoint	SPIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Archive Services for Microsoft SharePoint	MAIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Content Connector for Microsoft SharePoint	SLIPI1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Ad-Hoc Scanning Server for Microsoft SharePoint	SSIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Ad-Hoc Scanning User for Microsoft SharePoint	SSIPN1	$ 50.00	$ 40.00	Each	$ 9.00
Site Provisioning for Microsoft SharePoint	PMIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for Microsoft Search	PHIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for WSRP	WPIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Integration for WebDAV	BVIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Integration for Ektron CMS400.NET	ENIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Document Knowledge Transfer	DKIPI1	$ 8,000.00	$ 6,400.00	1 time cost	$ 1,440.00
Enterprise Document Knowledge Transfer Web	DKIPI2	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Access					
eCommerce Application	OSIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Integration for ESRI ArcGIS Server	EGIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Integration for ESRI ArcGIS Desktop	AGIPI1	$ 7,000.00	$ 5,600.00	1 time cost	$ 1,260.00
Print Distribution	PDIPW1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Document Transfer	DTIPI1	$ 7,000.00	$ 5,600.00	Per Site	$ 1,260.00
Full-Text Indexing					
Full-Text Indexing Server for Autonomy IDOL	IDIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Full-Text Indexing Concurrent Client for Autonomy IDOL	IDIPC1	$ 300.00	$ 240.00	Each	$ 54.00
Full-Text Indexing Named User Client for Autonomy IDOL	IDIPN1	$ 150.00	$ 120.00	Each	$ 27.00
Full-Text Indexing Workstation Client for Autonomy IDOL	IDIPW1	$ 150.00	$ 120.00	Each	$ 27.00
Migration Tool for Verity	VTIPM1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Full-Text Indexing Server for Microsoft	FXIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Full-Text Indexing Concurrent Client for Microsoft	TXIPC1	$ 200.00	$ 160.00	Each	$ 36.00
Full-Text Indexing Named User Client for Microsoft	TXIPN1	$ 100.00	$ 80.00	Each	$ 18.00
Full-Text Indexing Workstation Client for Microsoft	TXIPW1	$ 100.00	$ 80.00	Each	$ 18.00
Context Search Framework	CFIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
CAD Services					
CAD Services	CSIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
CAD Services Viewing Support					
CAD Services Concurrent Client - View Only	CVIPC1	$ 300.00	$ 240.00	Each	$ 54.00
CAD Services Concurrent Client - View/Markup	CMIPC1	$ 600.00	$ 480.00	Each	$ 108.00
CAD Services Workstation Client - View Only	CVIPW1	$ 150.00	$ 120.00	Each	$ 27.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
CAD Services Workstation Client - View/Markup	CMIPW1	$ 300.00	$ 240.00	Each	$ 54.00
E-MAIL					
Integration for Novell GroupWise	GRIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for IBM Lotus Notes	LNIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for Microsoft Outlook (Only Supports Outlook 2003)	OLIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for Microsoft Outlook 2007	OLIPI1-07	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Integration for Microsoft Outlook 2010	OLIPI1-10	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
E-mail Archive for Microsoft Exchange	EAIPI1	$ 25.00	$ 20.00	Per mailbox archived. *Enter # of mailboxes.*	$ 4.50
Subscription Server	SSIPW1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
WorkView Integration for Microsoft Outlook 2007	WOIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
REPORTING					
Report Services	RPIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Report Mining	RXIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Report Mining Integration for Datawatch Monarch	MNIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Report Mining Integration for Datawatch Monarch | RMS	MNIPI2	$ 5,000.00	$ 4,000.00	If the customer, purchases both Monarch integration, the customer receive half-off the second integration. *If applicable, enter .5 to the left.*	$ 900.00
Exception Reports	ERIPI1	$ 4,000.00	$ 3,200.00	1 time cost	$ 720.00
INTEGRATION					
Application Enabler					
Application Enabler (Annual)	AEIAI1	$ 8,000.00	$ 6,400.00	Per year and per enabled application.	$ 1,440.00
Enterprise Application Enabler (Annual)	AEIAI2	$ 25,000.00	$ 20,000.00	Per year for all enabled applications	$ 4,500.00
Application Enabler	AEIPI1	$ 15,000.00	$ 12,000.00	Per enabled application.	$ 2,700.00
Enterprise Application Enabler	AEIPI2	$ 50,000.00	$ 40,000.00	For all enabled applications.	$ 9,000.00
Host Enabler					

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Host Enabler Concurrent Client	HEIPC1	$ 300.00	$ 240.00	Each	$ 54.00
Host Enabler Workstation Client	HEIPW1	$ 150.00	$ 120.00	Each	$ 27.00
Application Programming Interfaces (API)					
Archival API	ARIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Reverse API	RVIPI1	$ 10,000.00	$ 8,000.00	Per application.	$ 1,800.00
Query API (Initial 500 queries/hour) (Thick Client)	APIPQ1	$ 10,000.00	$ 8,000.00	For initial 500 queries per hour. *Enter 1 for the first block.*	$ 1,800.00
Query API (Additional block of 500 queries/hour) (Thick Client)	APIPQ2	$ 8,000.00	$ 6,400.00	For additional blocks of 500 queries per hour. *Enter 1, 2, etc. for each additional block.*	$ 1,440.00
Query API (Initial 500 queries/hour) (Core)	APIPQ3	$ 10,000.00	$ 8,000.00	For initial 500 queries per hour. *Enter 1 for the first block.*	$ 1,800.00
Query API (Additional block of 500 queries/hour) (Core)	APIPQ4	$ 8,000.00	$ 6,400.00	For additional blocks of 500 queries per hour. *Enter 1, 2, etc. for each additional block.*	$ 1,440.00
Web Services Toolkit	WSIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Unity Integration Toolkit	UIIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Security					
Single Sign-On for Microsoft Active Directory Service	SNIPI1	$ 0.00	$ 0.00	No charge.	$ 0.00
Single Sign-On for CA eTrust SiteMinder	SNIPI2	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
Single Sign-On for IBM Tivoli Access Manager	SNIPI3	$ 25,000.00	$ 20,000.00	1 time cost	$ 4,500.00
Single Sign-On for RSA Sign-On Manager	SNIPI5	$ 30,000.00	$ 24,000.00	1 time cost	$ 5,400.00
Single Sign-On for SAP Enterprise Portal 6.0	SNIPI6	$ 35,000.00	$ 28,000.00	1 time cost	$ 6,300.00
Single Sign-On for PeopleSoft Enterprise v.8	SNIPI8	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Single Sign-On for OnBase Entrust	SNIPI12	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Single Sign-On for RSA Access Manager	SNIPI13	$ 30,000.00	$ 24,000.00	1 time cost	$ 5,400.00
Encrypted Alpha Keywords	AKIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Encrypted Disk Groups	EHIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
DOCUMENT ACQUISITION INTEGRATIONS					
Integration for OCR for AnyDoc	OFIPI1	$ 3,500.00	$ 2,800.00	1 time cost	$ 630.00
Integration for Cardiff TeleForm	CRIPI1	$ 3,500.00	$ 2,800.00	1 time cost	$ 630.00
Integration for ReadSoft DOCUMENTS	RDIPI1	$ 3,500.00	$ 2,800.00	1 time cost	$ 630.00
Integration for Captiva InputAccel	IAIPI1	$ 3,500.00	$ 2,800.00	1 time cost	$ 630.00
Integration for Kofax Capture	KXIPI1	$ 3,500.00	$ 2,800.00	1 time cost	$ 630.00
Integration for eCopy ShareScan OP	ECIPW1	$ 1,200.00	$ 960.00	Per device.	$ 216.00
Integration for AutoStore Route to OnBase	ASIPI1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Connector for Esker DeliveryWare	EKIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Integration for Open Text Fax Server, RightFax Edition	RFIPW1	$ 6,000.00	$ 4,800.00	Per server.	$ 1,080.00
Integration for Visioneer OneTouch	OTIPW1	$ 500.00	$ 400.00	Each.	$ 90.00
Integration for Sharp MFP	OSIPW1	$ 400.00	$ 320.00	Per Device, 1-10 Devices	$ 72.00
	OSIPW2	$ 300.00	$ 240.00	Per Device, 11-50 Devices.	$ 54.00
	OSIPW3	$ 25,000.00	$ 20,000.00	Unlimited	$ 4,500.00
Integration for the Fujitsu fi-6010 Network Scanner	NSIPW2	$ 2,000.00	$ 1,600.00	Per Unit.	$ 360.00
Integration for PFU Mediastaff AD Kiosk					
Custom Kiosk Application	KIIPW1	$ 2,000.00	$ 1,600.00	Per Application, Per Unit	$ 360.00
PFU Mediastaff AD Kiosk	PSMADGRHS01	$ 8,000.00	$ 6,400.00	Per Kiosk, Color: Green/White	$ 1,440.00
PFU Mediastaff AD Kiosk	PSMADSVHS01	$ 8,000.00	$ 6,400.00	Per Kiosk, Color: Silver/Silver	$ 1,440.00
ERP INTEGRATIONS					
OnBase Connector for use with SAP ArchiveLink					
Connector for use with SAP ArchiveLink	SAIPI1	$ 30,000.00	$ 24,000.00	1 time cost	$ 5,400.00
Business Process Automation for SAP	PAIPI1	$ 15,000.00	$ 12,000.00	Per Configured Business Object	$ 2,700.00
Bar Code Import for use with SAP ArchiveLink	SBIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Print List and Data Archive for use with SAP ArchiveLink	SDIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
OLE Viewer for use with SAP ArchiveLink	SCIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Business Indexing Connector for use with SAP ArchiveLink	SIIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Imaging iViews for use with SAP ArchiveLink	IVIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Integration for SAP Exchange Infrastructer (XI)	XIIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Other ERP Integrations					
Integration for Oracle E-Business Suite	ORIPI1	$ 30,000.00	$ 24,000.00	1 time cost	$ 5,400.00
Dual Window Indexer for PeopleSoft v.8	DWIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Integration for Oracle PeopleSoft Enterprise	PEIPI1	$ 30,000.00	$ 24,000.00	1 time cost	$ 5,400.00
STATEMENTS					
Image Statements	ISIPI1	$ 1,500.00	$ 1,200.00	Per Block, 1-10,000 Statements per Month Sold in blocks of 1,000.	$ 270.00
	ISIPI2	$ 1,000.00	$ 800.00	Per Block, 10,000-50,000 Statements per Month Sold in blocks of 1,000.	$ 180.00
	ISIPI3	$ 500.00	$ 400.00	Per Block, 50,001+ Statements per Month Sold in blocks of 1,000.	$ 90.00
OMR Marks Generator	OMIPI1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Document Distribution	DDIPI1	$ 1,000.00	$ 800.00	Per Block, Sold in blocks of 250 with a minimum initial purchase of 4 blocks (1,000).	$ 180.00
Statement Composition	SCIPW1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
RECORDS MANAGEMENT					
Document Retention	DRIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Physical Records Management	PRIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Records Management	RIIPI1	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
Certified Records Management	DOIPI1	$ 75,000.00	$ 60,000.00	1 time cost	$ 13,500.00
STORAGE AND EXPORT					
Distributed Disk Services	DSIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
Storage Integration for EMC Centera	CTIPI1	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
Storage Integration for IBM Tivoli	TVIPI1	$ 20,000.00	$ 16,000.00	1 time cost	$ 3,600.00
CD Authoring	CDIPW1	$ 1,000.00	$ 800.00	1 time cost	$ 180.00
DVD Authoring	DVIPW1	$ 2,000.00	$ 1,600.00	1 time cost	$ 360.00
Blu-ray Authoring	BAIPW1	$ 4,000.00	$ 3,200.00	1 time cost	$ 720.00
Automated CD Authoring	AAIPW1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Automated DVD Authoring	AVIPW1	$ 8,000.00	$ 6,400.00	1 time cost	$ 1,440.00
Automated CD/DVD Publishing	ADIPC1	$ 5,000.00	$ 4,000.00	1-100 Institutions. *Enter 1 for first block.*	$ 900.00
	ADIPC2	$ 4,000.00	$ 3,200.00	Each, Additional blocks of 100 Institutions. *Enter 1, 2, etc. for addt'l blocks.*	$ 720.00
Publishing	PBIAI1	$ 2,000.00	$ 1,600.00	1 time cost	$ 360.00
Aggregate Publishing	PBIPI1	$ 1,000.00	$ 800.00	$1,000 per entity receiving CDs/DVDs. *Enter 1, 2, etc. for # of entities.*	$ 180.00
Multilingual Publishing	MPIPI1	$ 3,000.00	$ 2,400.00	1 time cost	$ 540.00
Encrypted CD/DVD Publishing	EPIPI1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Export	EXIPC1	$ 5,000.00	$ 4,000.00	1 time cost	$ 900.00
Storage Integration for FileNet	FIIPI1	$ 40,000.00	$ 32,000.00	1 time cost	$ 7,200.00
COMPLIANCE FRAMEWORK					
Compliance Framework Template	SOIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
UTILITIES					
Configuration Migration Utility	CMIPI1	$ 0.00	$ 0.00	1 time cost	$ 0.00
BANKING AND TREASURY					
Ad-hoc IRD Printing	PTIPI1	$ 5,000.00	$ 4,000.00		$ 900.00
Image Cash Letter Generator (X9.37)	P9IPW1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Image Cash Letter Generator (X9.100)	P9IPW1-9100	$ 10,000.00	$ 8,000.00		$ 1,800.00
Posting File Generator	PFIPW1	$ 5,000.00	$ 4,000.00		$ 900.00
NSF File Processor	RGIPW1	$ 5,000.00	$ 4,000.00		$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
eMortgage Delivery for Chase	EGIPW1	$ 5,000.00	$ 4,000.00		$ 900.00
Signature / ID Client	FNIPW1	$ 200.00	$ 160.00	Each	$ 36.00
Integration for Mitek Validify	VYIPI1	$ 2,000.00	$ 1,600.00		$ 360.00
Integration for Goldleaf	GDIPW1	$ 5,000.00	$ 4,000.00		$ 900.00
Integration with Q2 Software	Q2IPI1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Integration for Teres Solutions SAIL	TEIPI1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Integration for A2IA CAR/LAR	CRIPW1	$ 1,600.00	$ 1,280.00	1-10 Blocks, Sold in blocks of 100,000 checks processed annually.	$ 288.00
	CRIPW2	$ 1,400.00	$ 1,120.00	11-25 Blocks, Sold in blocks of 100,000 checks processed annually.	$ 252.00
	CRIPW3	$ 1,200.00	$ 960.00	25-50 Blocks, Sold in blocks of 100,000 checks processed annually.	$ 216.00
	CRIPW4	$ 1,000.00	$ 800.00	50-75 Blocks, Sold in blocks of 100,000 checks processed annually.	$ 180.00
	CRIPW5	$ 800.00	$ 640.00	75+ Blocks, Sold in blocks of 100,000 checks processed annually.	$ 144.00
GOVERNMENT					
Agenda & Minutes Manager	AMIPW1	$ 3,000.00	$ 2,400.00	1-10 Agenda Templates	$ 540.00
	AMIPW2	$ 2,000.00	$ 1,600.00	11+ Agenda Templates	$ 360.00
Integration for Accela	AAIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Integration for Azteca Cityworks	CYIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Integration for CourtView	ICIPI1	$ 15,000.00	$ 12,000.00	1 time cost	$ 2,700.00
Integration for DTS TrakRecord	TKIPI1	$ 10,000.00	$ 8,000.00	1 time cost	$ 1,800.00
Public Sector Constituency Web Access	GWIPI1	$ 0.01	$ 0.01	$0.01 per constituent per system/database. *Enter # of constituents for the agency.*	$ 0.00
Public Sector Constituency Web Access (Workflow)	PSIPI1	$ 0.05	$ 0.04	$0.05 per constituent per system/database. *Enter # of constituents for the agency.*	$ 0.01
County Recording	ROIPI1	$ 75,000.00	$ 60,000.00	Population of 100,000 or Less	$ 13,500.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
	ROIPI2	$ 150,000.00	$ 120,000.00	Population of 100,000 - 300,000	$ 27,000.00
	ROIPI3	$ 300,000.00	$ 240,000.00	Population of 300,000+	$ 54,000.00
Local Government Licensing Bundle	GV-B-MU1	$ 14,745.00	$ 11,796.00	See description for bundle details.	$ 2,654.10
Local Government Concurrent Client	GV-B-MU1-CTIPC1	$ 850.00	$ 680.00	Each, for qty 1-5	$ 153.00
	GV-B-MU1-CTIPC2	$ 750.00	$ 600.00	Each, for qty 6-20	$ 135.00
	GV-B-MU1-CTIPC3	$ 650.00	$ 520.00	Each, for qty 21-50	$ 117.00
Local Government Workflow Concurrent Client SL	GV-B-MU1-WLIPC1	$ 1,200.00	$ 960.00	Each, for qty 1-5	$ 216.00
	GV-B-MU1-WLIPC2	$ 1,100.00	$ 880.00	Each, for qty 6-20	$ 198.00
	GV-B-MU1-WLIPC3	$ 1,000.00	$ 800.00	Each, for qty 21-50	$ 180.00
HEALTHCARE					
Medical Records Management Solution	MRIPI1	$ 25,000.00	$ 20,000.00		$ 4,500.00
Medical Records Coding Interface	MGIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Medical Records Transcription Interface	MOIPI1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Medical Records Management Solution Chart Completion Concurrent Client	MRIPC1	$ 3,000.00	$ 2,400.00		$ 540.00
Medical Records Physical Chart Tracking	PCIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Medical Records Release of Information	INIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Medical Records Release of Information for GE Centricity EMR	REIPI1	$ 500.00	$ 400.00	Per Physician	$ 90.00
Medical Records Release of Information (Standalone)	RSIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
EDI 810 Processor	P1IPW1	$ 10,000.00	$ 8,000.00		$ 1,800.00
EDI 835 EOB Processor	P5IPW1	$ 10,000.00	$ 8,000.00		$ 1,800.00
EDI 835 EOB Processor (HIPAA 5010)	P5IPW1-5010	$ 10,000.00	$ 8,000.00		$ 1,800.00
	P5IPW2-5010	$ 5,000.00	$ 4,000.00	Community Based Pricing	$ 900.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
EDI 837 Processor	P7IPW1	$ 10,000.00	$ 8,000.00		$ 1,800.00
EDI 837 Processor (HIPAA 5010)	P7IPW1-5010	$ 10,000.00	$ 8,000.00		$ 1,800.00
	P7IPW2-5010	$ 5,000.00	$ 4,000.00	Community Based Pricing	$ 900.00
HL7 Module	HLIPW1	$ 25,000.00	$ 20,000.00	Includes 2 Workflow Named User Client SL Licenses and Advanced HL7 functionality.	$ 4,500.00
	HLIPW2	$ 15,000.00	$ 12,000.00	Community Based Pricing	$ 2,700.00
Document Imaging for PACS	PAIPW1	$ 1,500.00	$ 1,200.00	Per workstation.	$ 270.00
Integration for Epic (Single Integration)	EMIPI1	$ 50,000.00	$ 40,000.00	For a single integration to an Epic product.	$ 9,000.00
Integration for Epic (Enterprise)	EMIPI2	$ 75,000.00	$ 60,000.00	For enterprise Epic integration.	$ 13,500.00
Signature Deficiencies for Epic	MCIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Signature Deficiencies for EMR's	DEIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Integration for GE Centricity	GEIPI1	$ 25,000.00	$ 20,000.00		$ 4,500.00
Integration for Cerner Millennium	CNIPI1	$ 25,000.00	$ 20,000.00		$ 4,500.00
Integration for Eclipsys	EYIPI1	$ 25,000.00	$ 20,000.00		$ 4,500.00
EKG Integration for GE Muse	KGIPI1	$ 15,000.00	$ 12,000.00		$ 2,700.00
Integration for Sentillion Vergence	SVIPI1	$ 20,000.00	$ 16,000.00		$ 3,600.00
Integration for OPUS (CSC Common Web Desktop)	WDIPI1	$ 5,000.00	$ 4,000.00		$ 900.00
Integration for Effica EMR	EFIPI1	$ 10,000.00	$ 8,000.00		$ 1,800.00
DICOM Integration for GE	DGIPI1	$ 15,000.00	$ 12,000.00		$ 2,700.00
DICOM Integration for TeraMedica	TMIPI1	$ 15,000.00	$ 12,000.00		$ 2,700.00
Multi-user Server for GE Centricity (Clinical)	GMIPI1	$ 5,500.00	$ 4,400.00		$ 990.00
Clinical Concurrent Client for GE Centricity	GCIPC1	$ 800.00	$ 640.00	Each	$ 144.00
Document Imaging for GE Centricity (Unlimited) (Clinical)	GUIPW1	$ 3,300.00	$ 2,640.00	Each	$ 594.00
Clinical Indexing Workstation Client for GE Centricity	GIIPW1	$ 1,000.00	$ 800.00	Each	$ 180.00
Disconnected Scanning for GE Centricity (Clinical)	GSIPW1	$ 500.00	$ 400.00	Each	$ 90.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
RAC Administration for Hospitals	HS-AUIPI1	$ 30,000.00	$ 24,000.00	1-5 Hospitals	$ 5,400.00
	HS-AUIPI2	$ 50,000.00	$ 40,000.00	6-10 Hospitals	$ 9,000.00
	HS-AUIPI3	$ 75,000.00	$ 60,000.00	11-20 Hospitals	$ 13,500.00
	HS-AUIPI4	$ 3,000.00	$ 2,400.00	20+ Hospitals, Per Hospital	$ 540.00
RAC Administration for Hospitals - Subscription	HS-AUISI1	$ 1,400.00	$ 1,120.00	Per Month, 1-5 Hospitals	$ 252.00
	HS-AUISI2	$ 2,400.00	$ 1,920.00	Per Month, 6-10 Hospitals	$ 432.00
	HS-AUISI3	$ 3,600.00	$ 2,880.00	Per Month, 11-20 Hospitals	$ 648.00
	HS-AUISI4	$ 300.00	$ 240.00	Per Month, Per Hospital, 20+ Hospitals	$ 54.00
RAC Administration for Critical Access Hospitals	CA-AUIPI1	$ 5,000.00	$ 4,000.00	Critical Access Hospitals Operating <50 Beds.	$ 900.00
RAC Administration for Critical Access Hospitals - Subscription	CA-AUISI1	$ 236.00	$ 188.80	Per Month, Critical Access Hospitals Operating < 50 Beds.	$ 42.48
RAC Administration for Stand Alone Outpatient Facilities	SA-AUIPI1	$ 5,000.00	$ 4,000.00		$ 900.00
RAC Administration for Stand Alone Outpatient Facilities - Subscription	SA-AUISI1	$ 236.00	$ 188.80	Per Month	$ 42.48
HIGHER EDUCATION					
Transcript Reader	TRIPI1	$ 10.00	$ 8.00	Per Transcript 1-10,000 Transcripts	$ 1.80
	TRIPI2	$ 8.00	$ 6.40	Per Transcript 10,001-30,000	$ 1.44
	TRIPI3	$ 6.00	$ 4.80	Per Transcript 30,001+	$ 1.08
Integration for Oracle PeopleSoft Enterprise (Higher Education)	HPIPI1	$ 15,000.00	$ 12,000.00		$ 2,700.00
INSURANCE					
Insurance Agent Web Access	IGIPI1	$ 0.00	$ 0.00	Contact Hyland for quote. *Enter rate to the left.*	$ 0.00
Integration for ACORD	ACIPI1	$ 15,000.00	$ 12,000.00		$ 2,700.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
MAINTENANCE					
OnBase Annual Maintenance					
Annual Maintenance			$ 0.00	18% of the current list price for each licensed module	$ 0.00
OnBase Extended Support					
Extended Support Fee	EXSUP1		$ 0.00	15% of the annual maintenance fee	$ 0.00
OnBase Private Build					
Private Build Fee	PRBRM1	$ 10,000.00	$ 8,000.00		$ 1,800.00
Private Build Change Fee	PRBRD1	$ 3,000.00	$ 2,400.00	Per Defect	$ 540.00
SERVICES					
Hyland Software Services					
Installation	INSTL1	$ 187.50	$ 150.00	Per hour, plus T&E	$ 33.75
Consulting	WFCNS1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Database Services	DBSRV1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Database Services	DBSRV2	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Custom Reporting	DBSRV1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Business Continuity Planning	DBSRV1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Database Platform Migration Services	DBSRV1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Database Performance Assessment	DBPAS1	$ 5,000.00	$ 4,000.00		$ 900.00
	DBPAS2	$ 7,500.00	$ 6,000.00		$ 1,350.00
Software Development	SFTWR1	$ 0.00	$ 0.00	Contact Hyland for quote. *Enter rate to the left.*	$ 0.00
Consulting (CSG)	CUSOL1	$ 212.50	$ 170.00	Per hour, plus T&E	$ 38.25
Upgrade Services	UPGRD1	$ 187.50	$ 150.00	Per hour, plus T&E for On Site Services	$ 33.75
Upgrade Services	UPGRD2	$ 0.00	$ 0.00	Per day, plus T&E	$ 0.00
Enterprise Information Assessment Services (EIA)	EIASV1	$ 0.00	$ 0.00	As Negotiated	$ 0.00
Daily Project Management Services	PMSSUP	$ 200.00	$ 160.00	Per hour, plus T&E	$ 36.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
ONBASE EDUCATION SERVICES FOR CUSTOMERS						
System Administration	TRSYS1	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
	TRSYS2	$ 15,000.00	$ 12,000.00		On-site, plus T&E.	$ 2,700.00
Advanced System Administration	TRSYS3	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
	TRSYS4	$ 15,000.00	$ 12,000.00		On-site, plus T&E.	$ 2,700.00
Workflow Administration	TRWFE1	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
	WRWFE3	$ 15,000.00	$ 12,000.00		On-site, plus T&E.	$ 2,700.00
Workflow Design	TRWFE2	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
	WRWFE4	$ 15,000.00	$ 12,000.00		On-site, plus T&E.	$ 2,700.00
OnBase End User Training	TREND1	$ 3,000.00	$ 2,400.00		On-site, per day, plus T&E.	$ 540.00
Web Server / Application Enabler Administration	TRCSA1	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
	TRCSA2	$ 15,000.00	$ 12,000.00		On-site, plus T&E.	$ 2,700.00
Web Server Online	WSTWA2	$ 1,000.00	$ 800.00		Per attendee	$ 180.00
Application Enabler - Online	AETWA2	$ 1,000.00	$ 800.00		Per attendee	$ 180.00
WorkView Implementation	TRWVI2	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
Partner Hosted Customer Training Course	PHTOI1	$ 22,332.51	$ 17,866.01			$ 4,019.85
OnBase System Administrator Recertification - Online	TRUAW1	$ 250.00	$ 200.00		Per attendee	$ 45.00
OnBase Workflow Administrator Recertification - Online	WATWC1	$ 2,500.00	$ 2,000.00		Per attendee	$ 450.00
Custom Customer Training	TRCCC1	$ 3,000.00	$ 2,400.00		Per day, plus T&E.	$ 540.00
TechQuest	TQTCE1	$ 2,500.00	$ 2,000.00		Per person at Hyland.	$ 450.00
Premium Education Subscription	PETWS1	$ 5,000.00	$ 4,000.00		Per Institution. 12 Month Subscription	$ 900.00
Basic Electronic Forms - Online	EFTWI1	$ 500.00	$ 400.00		Per Person.	$ 90.00
TRAVEL AND EXPENSES						
Estimated Travel and Expenses		$ 0.00	$ 0.00		*Enter value of estimated travel & expenses to the left.*	$ 0.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price	Detail	Annual Maintenance 18%
HOSTED DISASTER RECOVERY SERVICES					
OnBase Database Validation Services	RMMADA	$ 2,900.00	$ 2,320.00	Per year. Monthly validation.	$ 522.00
	RQMADA	$ 1,900.00	$ 1,520.00	Per year. Quarterly validation.	$ 342.00
	ROMADA	$ 60.00	$ 48.00	Per 20 GB per validation.	$ 10.80
OnBase Disk Group Validation Media	3YMADC	$ 60.00	$ 48.00	Per volume; CD. Requires Database Backup Contract.	$ 10.80
	3YMADD	$ 75.00	$ 60.00	Per volume; DVD. Requires Database Backup Contract.	$ 13.50
	OMYADT	$ 5.00	$ 4.00	Per GB; Tape. Entire disk group validation on each service interval.	$ 0.90
	OYMADE	$ 1.00	$ 0.80	Per GB; External Disk Drive. Entire disk group validation on each service interval.	$ 0.18
OnBase Disk Group Validation and Media - Backlog	BLSSH1	$ 60.00	$ 48.00	Per volume; CD; Requires Database Backup Contract.	$ 10.80
	BLSSH2	$ 75.00	$ 60.00	Per volume; DVD; Requires Database Backup Contract.	$ 13.50
	BLSSH3	$ 5.00	$ 4.00	Per GB; Tape; Disk Group Tape backup validation. Entire Disk Group growth is validated with each service interval.	$ 0.90
	BLSSH4	$ 1.00	$ 0.80	Per GB; External Disk Drive: Disk Group growth is validated each service interval.	$ 0.18
Data Encryption	DESSH1	$ 200.00	$ 160.00	per Month. 1 to 500 GB	$ 36.00
	DESSH2	$ 350.00	$ 280.00	per Month. 501 to 1,000 GB	$ 63.00
	DESSH3	$ 600.00	$ 480.00	per Month. 1,001 to 2,000 GB	$ 108.00
	DESSH4	$ 1,000.00	$ 800.00	per Month. 2,001 to 4,000 GB	$ 180.00
	DESSH5	$ 0.00	$ 0.00	Contractually Negotiated. 4,001+ GB	$ 0.00
OnBase Hosted Disaster Recovery Site - Emergency User Access	EMHADQ	$ 300.00	$ 240.00	Per day pre-paid	$ 54.00
	EMHADR	$ 500.00	$ 400.00	Per day usage if not pre-paid	$ 90.00

Product / Module Name	Part Number	List Price	Sonoma Discounted 20% Price		Detail	Annual Maintenance 18%
OnBase Emergency Onsite Recovery Services	ERMADA	$ 3,000.00	$ 2,400.00		Per year	$ 540.00
	ERMADB	$ 2,000.00	$ 1,600.00		Per day	$ 360.00
OnBase Hosted Disaster Recovery Site Service	DSSSH1	$ 400.00	$ 320.00		per Month. 1 to 500 GB	$ 72.00
	DSSSH2	$ 700.00	$ 560.00		per Month. 501 to 1,000 GB	$ 126.00
	DSSSH3	$ 1,200.00	$ 960.00		per Month. 1,001 to 2,000 GB	$ 216.00
	DSSSH4	$ 2,000.00	$ 1,600.00		per Month. 2,001 to 4,000 GB	$ 360.00
	DSSSH5	$ 0.00	$ 0.00		Contractually Negotiated. 4,001+ GB	$ 0.00
OnBase Hosted Disaster Recovery Site Service - Backup Media Request	OBOLSVCS	$ 2,000.00	$ 1,600.00		Up to 1 TB (1,000 GB): $3,000.00 Over 1 TB (additional): $1,000.00 Solution Provider Discounts do not apply.	$ 360.00

EXHIBIT H

KOFAX CAPTURE PRICE LIST

***Modules that part numbers begin with "EE#" are enterprise modules**

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA1	AE#0100-0008.0	KC V8.0 English	$ -	$ -	$ -
KA2	AE#0100-0108.0	KC V8.0 German	$ -	$ -	$ -
KA3	AE#0100-0208.0	KC V8.0 Spanish	$ -	$ -	$ -
KA4	AE#0100-0508.0	KC V8.0 Portuguese	$ -	$ -	$ -
KA5	AE#T024-001U	1 concurrent station	$ 2,205.00	$ 1,764.00	$ 396.90
KA6	AE#T024-005U	5 concurrent station	$ 10,660.00	$ 8,528.00	$ 1,918.80
KA7	AE#T024-010U	10 concurrent station	$ 21,320.00	$ 17,056.00	$ 3,837.60
KA8	AE#T024-020U	20 concurrent station	$ 42,120.00	$ 33,696.00	$ 7,581.60
KA9	AE#T024-050U	50 concurrent station	$ 105,000.00	$ 84,000.00	$ 18,900.00
KA10	AE#T024-100U	100 concurrent station	$ 200,000.00	$ 160,000.00	$ 36,000.00
KA11	AE#T024-500U	500 concurrent stations	$ 925,000.00	$ 740,000.00	$ 166,500.00
KA12	AE#T024-001K	1000 concurrent stations	$ 1,775,000.00	$ 1,420,000.00	$ 319,500.00
	EE#T024-001U	1 concurrent station	$2,870	$ 2,296.00	$ 516.60
	EE#T024-005U	5 concurrent stations	$14,000	$ 11,200.00	$ 2,520.00
	EE#T024-010U	10 concurrent stations	$27,900	$ 22,320.00	$ 5,022.00
	EE#T024-020U	20 concurrent stations	$54,900	$ 43,920.00	$ 9,882.00
	EE#T024-050U	50 concurrent stations	$136,500	$ 109,200.00	$ 24,570.00
	EE#T024-100U	100 concurrent stations	$260,000	$ 208,000.00	$ 46,800.00
	EE#T024-500U	500 concurrent stations	$1,202,500	$ 962,000.00	$ 216,450.00
	EE#T024-001K	1000 concurrent stations	$2,307,500	$ 1,846,000.00	$ 415,350.00
KA13	AE#Y024-300K	Image vol 300K/yr	$1,600	$ 1,280.00	$ 288.00
KA14	AE#Y024-600K	Image vol 600K/yr	$2,940	$ 2,352.00	$ 529.20
KA15	AE#Y024-001M	Image vol 1M/yr	$4,390	$ 3,512.00	$ 790.20
KA16	AE#Y024-002M	Image vol 2M/yr	$8,240	$ 6,592.00	$ 1,483.20

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA17	AE#Y024-005M	Image vol 5M/yr	$20,600	$ 16,480.00	$ 3,708.00
KA18	AE#Y024-010M	Image vol 10M/yr	$37,000	$ 29,600.00	$ 6,660.00
KA19	AE#Y024-020M	Image vol 20M/yr	$74,000	$ 59,200.00	$ 13,320.00
KA20	AE#Y024-060M	Image vol 60M/yr	$222,000	$ 177,600.00	$ 39,960.00
KA21	AE#Y024-120M	Image vol 120M/yr	$444,000	$ 355,200.00	$ 79,920.00
KA22	AE#VP01-002M	Image vol 2M Page Count	$7,000	$ 5,600.00	$ 1,260.00
KA23	AE#VP01-010M	Image vol 10M Page Count	$31,500	$ 25,200.00	$ 5,670.00
KA24	AE#VP01-002M	Image vol 2M Page Count	$ 7,000.00	$ 5,600.00	$ 1,260.00
KA25	AE#VP01-010M	Image vol 10M Page Count	$ 31,450.00	$ 25,160.00	$ 5,661.00
	EE#Y024-600K	Image vol 600K/yr-Ent	$3,830	$ 3,064.00	$ 689.40
	EE#Y024-001M	Image vol 1M/yr-Ent	$5,710	$ 4,568.00	$ 1,027.80
	EE#Y024-002M	Image vol 2M/yr-Ent	$10,800	$ 8,640.00	$ 1,944.00
	EE#Y024-005M	Image vol 5M/yr-Ent	$26,800	$ 21,440.00	$ 4,824.00
	EE#Y024-010M	Image vol 10M/yr-Ent	$48,100	$ 38,480.00	$ 8,658.00
	EE#Y024-020M	Image vol 20M/yr-Ent	$96,200	$ 76,960.00	$ 17,316.00
	EE#Y024-060M	Image vol 60M/yr-Ent	$288,600	$ 230,880.00	$ 51,948.00
	EE#Y024-120M	Image vol 120M/yr-Ent	$577,200	$ 461,760.00	$ 103,896.00
	EE#VP01-002M	Image vol 2M PageCt-Ent	$9,100	$ 7,280.00	$ 1,638.00
	EE#VP01-010M	Image vol 10M Page Ct-Ent	$41,000	$ 32,800.00	$ 7,380.00
KA26	AE#Y099-060K	Stand-alone 60K/yr	$995	$ 796.00	$ 179.10
KA27	AE#Y024U060K-300K	Upg 60K-300K	$3,240	$ 2,592.00	$ 583.20
KA28	AE#Y024U150K-300K	Upg 150K-300K	$1,750	$ 1,400.00	$ 315.00
KA29	EV#0101-0000	Kofax Capture Evaluation	$1,000	$ 800.00	$ 180.00
KA30	AE#T018-0008	Enhanced Bar Code	$2,800	$ 2,240.00	$ 504.00
KA31	AE#VY21-300K	Kofax Capture Advanced Reports 300K/yr	$3,250	$ 2,600.00	$ 585.00
KA32	AE#VY21-600K	Kofax Capture Advanced Reports 600K/yr	$5,970	$ 4,776.00	$ 1,074.60
KA33	AE#VY21-001M	Kofax Capture Advanced Reports 1M/yr	$9,520	$ 7,616.00	$ 1,713.60

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA34	AE#VY21-002M	Kofax Capture Advanced Reports 2M/yr	$14,200	$ 11,360.00	$ 2,556.00
KA35	AE#VY21-005M	Kofax Capture Advanced Reports 5M/yr	$23,500	$ 18,800.00	$ 4,230.00
KA36	AE#VY21-010M	Kofax Capture Advanced Reports 10M/yr	$28,400	$ 22,720.00	$ 5,112.00
KA37	AE#VY21-020M	Kofax Capture Advanced Reports 20M/yr	$42,600	$ 34,080.00	$ 7,668.00
KA38	AE#VY21-060M	Kofax Capture Advanced Reports 60M/yr	$85,200	$ 68,160.00	$ 15,336.00
KA39	AE#VY21-120M	Kofax Capture Advanced Reports 120M/yr	$153,400	$ 122,720.00	$ 27,612.00
KA40	AE#T003-0207	Kofax Capture Import Connector-Folder	$10,700	$ 8,560.00	$ 1,926.00
KA41	AE#T003-0214	Kofax Capture VRS Server Add-on	$28,400	$ 22,720.00	$ 5,112.00
KA42	AE#T601-0000	Kofax Capture Import Connector for 1 Fax Server Connection	$7,500	$ 6,000.00	$ 1,350.00
KA43	AE#T602-0000	Kofax Capture Import Connector for 2 Fax Server Connections	$13,500	$ 10,800.00	$ 2,430.00
KA44	AE#T603-0000	Kofax Capture Import Connector for 3 Fax Server Connections	$18,500	$ 14,800.00	$ 3,330.00
KA45	AE#T604-0000	Kofax Capture Import Connector for 4 Fax Server Connections	$23,000	$ 18,400.00	$ 4,140.00
KA46	AE#T606-0000	Kofax Capture Import Connector for 6 Fax Server Connections	$31,000	$ 24,800.00	$ 5,580.00
KA47	AE#T608-0000	Kofax Capture Import Connector for 8 Fax Server Connections	$38,000	$ 30,400.00	$ 6,840.00
KA48	AE#T078-0000	VRS Professional Desktop - USB/Firewire/SCSI	$650	$ 520.00	$ 117.00
KA49	AE#T026-0000	VRS Professional Workgroup - USB/Firewire/SCSI	$1,450	$ 1,160.00	$ 261.00
KA50	AE#T027-0000	VRS Professional Production - USB/Firewire/SCSI	$2,450	$ 1,960.00	$ 441.00
KA51	AE#VY10-060K	PDF I +T 060K/yr	$580	$ 464.00	$ 104.40
KA52	AE#VY10-300K	PDF I +T 300K/yr	$1,900	$ 1,520.00	$ 342.00
KA53	AE#VY10-600K	PDF I+T 600K/yr	$2,430	$ 1,944.00	$ 437.40
KA54	AE#VY10-001M	PDF I+T 1M/Yr	$3,100	$ 2,480.00	$ 558.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA55	AE#VY10-002M	PDF I+T 2M/Yr	$5,200	$ 4,160.00	$ 936.00
KA56	AE#VY10-005M	PDF I+T 5M/Yr	$11,000	$ 8,800.00	$ 1,980.00
KA57	AE#VY10-010M	PDF I+T 10M/Yr	$18,000	$ 14,400.00	$ 3,240.00
KA58	AE#VY10-020M	PDF I+T 20M/Yr	$26,500	$ 21,200.00	$ 4,770.00
KA59	AE#VY10-060M	PDF I+T 60M/Yr	$48,000	$ 38,400.00	$ 8,640.00
KA60	AE#VY10-120M	PDF I+T 120M/Yr	$61,700	$ 49,360.00	$ 11,106.00
KA61	AE#VP10-001M	PDF I+T 1M/Pg Count	$2,750	$ 2,200.00	$ 495.00
KA62	AE#VP10-002M	PDF I+T 2M/Pg Count	$5,500	$ 4,400.00	$ 990.00
KA63	AE#VP10-010M	PDF I+T 10M/Pg Count	$27,500	$ 22,000.00	$ 4,950.00
KA64	AE#Y505-060K	PDF Compression Vol 60K/Yr	$1,100	$ 880.00	$ 198.00
KA65	AE#Y505-300K	PDF Compression Vol 300K/Yr	$2,500	$ 2,000.00	$ 450.00
KA66	AE#Y505-600K	PDF Compression Vol 600K/Yr	$3,700	$ 2,960.00	$ 666.00
KA67	AE#Y505-001M	PDF Compression Vol 1M/Yr	$4,700	$ 3,760.00	$ 846.00
KA68	AE#Y505-002M	PDF Compression Vol 2M/Yr	$7,900	$ 6,320.00	$ 1,422.00
KA69	AE#Y505-005M	PDF Compression Vol 5M/Yr	$10,000	$ 8,000.00	$ 1,800.00
KA70	AE#Y505-010M	PDF Compression Vol 10M/Yr	$11,600	$ 9,280.00	$ 2,088.00
KA71	AE#Y505-020M	PDF Compression Vol 20M/Yr	$14,700	$ 11,760.00	$ 2,646.00
KA72	AE#Y505-060M	PDF Compression Vol 60M/Yr	$18,700	$ 14,960.00	$ 3,366.00
KA73	AE#Y505-120M	PDF Compression Vol 120M/Yr	$20,700	$ 16,560.00	$ 3,726.00
KA74	AE#P505-001M	PDF Compression Vol 1M Pg Cnt	$4,200	$ 3,360.00	$ 756.00
KA75	AE#P505-002M	PDF Compression Vol 2M Pg Cnt	$8,400	$ 6,720.00	$ 1,512.00
KA76	AE#P505-010M	PDF Compression Vol 10M Pg Cnt	$42,000	$ 33,600.00	$ 7,560.00
KA77	MC-1800-0100	Upg assur 1 yr	Calculate 20% of list price		
KA78	EE#T024-001U	1 concurrent station - Ent	$2,880	$ 2,304.00	$ 518.40
KA79	EE#T024-005U	5 concurrent stations - Ent	$14,000	$ 11,200.00	$ 2,520.00
KA80	EE#T024-010U	10 concurrent stations - Ent	$27,900	$ 22,320.00	$ 5,022.00
KA81	EE#T024-020U	20 concurrent stations - Ent	$54,900	$ 43,920.00	$ 9,882.00
KA82	EE#T024-050U	50 concurrent stations - Ent	$136,500	$ 109,200.00	$ 24,570.00
KA83	EE#T024-100U	100 concurrent stations - Ent	$260,000	$ 208,000.00	$ 46,800.00
KA84	EE#T024-500U	500 concurrent stations - Ent	$1,202,500	$ 962,000.00	$ 216,450.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA85	EE#T024-001K	1000 concurrent stations - Ent	$2,307,500	$ 1,846,000.00	$ 415,350.00
KA86	EE#Y024-600K	Image vol 600K/yr-Ent	$3,830	$ 3,064.00	$ 689.40
KA87	EE#Y024-001M	Image vol 1M/yr-Ent	$5,710	$ 4,568.00	$ 1,027.80
KA88	EE#Y024-002M	Image vol 2M/yr-Ent	$10,800	$ 8,640.00	$ 1,944.00
KA89	EE#Y024-005M	Image vol 5M/yr-Ent	$26,800	$ 21,440.00	$ 4,824.00
KA90	EE#Y024-010M	Image vol 10M/yr-Ent	$48,100	$ 38,480.00	$ 8,658.00
KA91	EE#Y024-020M	Image vol 20M/yr-Ent	$96,200	$ 76,960.00	$ 17,316.00
KA92	EE#Y024-060M	Image vol 60M/yr-Ent	$288,600	$ 230,880.00	$ 51,948.00
KA93	EE#Y024-120M	Image vol 120M/yr-Ent	$577,200	$ 461,760.00	$ 103,896.00
KA94	EE#VP01-002M	Image vol 2M PageCt-Ent	$9,100	$ 7,280.00	$ 1,638.00
KA95	EE#VP01-010M	Image vol 10M Page Ct-Ent	$41,000	$ 32,800.00	$ 7,380.00
KA96	AE#Y522-030K	KTM 5 Field Extraction Base License 30K Per Year	$3,490	$ 2,792.00	$ 628.20
KA97	AE#Y522-060K	KTM 5 Field Extraction Base License 60K Per Year	$5,480	$ 4,384.00	$ 986.40
KA98	AE#Y522-120K	KTM 5 Field Extraction Base License 120K Per Year	$8,590	$ 6,872.00	$ 1,546.20
KA99	AE#Y522-300K	KTM 5 Field Extraction Base License 300K Per Year	$15,600	$ 12,480.00	$ 2,808.00
KA100	AE#Y522-600K	KTM 5 Field Extraction Base License 600K Per Year	$27,900	$ 22,320.00	$ 5,022.00
KA101	AE#Y522-001M	KTM 5 Field Extraction Base License 1M Per Year	$41,800	$ 33,440.00	$ 7,524.00
KA102	AE#Y522-002M	KTM 5 Field Extraction Base License 2M Per Year	$78,700	$ 62,960.00	$ 14,166.00
KA103	AE#Y522-005M	KTM 5 Field Extraction Base License 5M Per Year	$161,900	$ 129,520.00	$ 29,142.00
KA104	AE#Y522-010M	KTM 5 Field Extraction Base License 10M Per Year	$277,000	$ 221,600.00	$ 49,860.00
KA105	AE#Y522-020M	KTM 5 Field Extraction Base License 20M Per Year	$434,700	$ 347,760.00	$ 78,246.00
KA106	AE#Y522-060M	KTM 5 Field Extraction Base License 60M Per Year	$887,700	$ 710,160.00	$ 159,786.00
KA107	AE#Y522-120M	KTM 5 Field Extraction Base License 120M Per Year	$1,392,900	$ 1,114,320.00	$ 250,722.00
KA108	AE#P522-001M	KTM 5 Field Extraction Base	$30,500	$ 24,400.00	$ 5,490.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		License1M Page Count			
KA109	AE#P522-002M	KTM 5 Field Extraction Base License 2M Page Count	$51,100	$ 40,880.00	$ 9,198.00
KA110	AE#P522-010M	KTM 5 Field Extraction Base License10M Page Count	$158,900	$ 127,120.00	$ 28,602.00
KA111	AE#Y523-030K	KTM Unlimited Field Extraction Base License 30K Per Year	$8,000	$ 6,400.00	$ 1,440.00
KA112	AE#Y523-060K	KTM Unlimited Field Extraction Base License 60K Per Year	$12,600	$ 10,080.00	$ 2,268.00
KA113	AE#Y523-120K	KTM Unlimited Field Extraction Base License 120K Per Year	$19,700	$ 15,760.00	$ 3,546.00
KA114	AE#Y523-300K	KTM Unlimited Field Extraction Base License 300K Per Year	$35,800	$ 28,640.00	$ 6,444.00
KA115	AE#Y523-600K	KTM Unlimited Field Extraction Base License 600K Per Year	$64,000	$ 51,200.00	$ 11,520.00
KA116	AE#Y523-001M	KTM Unlimited Field Extraction Base License 1M Per Year	$95,800	$ 76,640.00	$ 17,244.00
KA117	AE#Y523-002M	KTM Unlimited Field Extraction Base License 2M Per Year	$180,400	$ 144,320.00	$ 32,472.00
KA118	AE#Y523-005M	KTM Unlimited Field Extraction Base License 5M Per Year	$371,300	$ 297,040.00	$ 66,834.00
KA119	AE#Y523-010M	KTM Unlimited Field Extraction Base License 10M Per Year	$635,300	$ 508,240.00	$ 114,354.00
KA120	AE#Y523-020M	KTM Unlimited Field Extraction Base License 20M Per Year	$996,800	$ 797,440.00	$ 179,424.00
KA121	AE#Y523-060M	KTM Unlimited Field Extraction Base License 60M Per Year	$2,035,800	$ 1,628,640.00	$ 366,444.00
KA122	AE#Y523-120M	KTM Unlimited Field Extraction Base License 120M Per Year	$3,194,400	$ 2,555,520.00	$ 574,992.00
KA123	AE#P523-001M	KTM Unlimited Field Extraction Base License 1M Page Count	$70,000	$ 56,000.00	$ 12,600.00
KA124	AE#P523-002M	KTM Unlimited Field Extraction Base License 2M Page Count	$117,100	$ 93,680.00	$ 21,078.00
KA125	AE#P523-010M	KTM Unlimited Field Extraction Base License 10M Page Count	$364,400	$ 291,520.00	$ 65,592.00
KA126	AE#Y533-030K	KTM Invoice Add-on Pack 30K Per Year	$2,800	$ 2,240.00	$ 504.00
KA127	AE#Y533-060K	KTM Invoice Add-on Pack 60K Per Year	$4,410	$ 3,528.00	$ 793.80

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA128	AE#Y533-120K	KTM Invoice Add-on Pack 120K Per Year	$6,900	$ 5,520.00	$ 1,242.00
KA129	AE#Y533-300K	KTM Invoice Add-on Pack 300K Per Year	$12,600	$ 10,080.00	$ 2,268.00
KA130	AE#Y533-600K	KTM Invoice Add-on Pack 600K Per Year	$22,400	$ 17,920.00	$ 4,032.00
KA131	AE#Y533-001M	KTM Invoice Add-on Pack 1M Per Year	$33,600	$ 26,880.00	$ 6,048.00
KA132	AE#Y533-002M	KTM Invoice Add-on Pack 2M Per Year	$63,200	$ 50,560.00	$ 11,376.00
KA133	AE#Y533-005M	KTM Invoice Add-on Pack 5M Per Year	$130,000	$ 104,000.00	$ 23,400.00
KA134	AE#Y533-010M	KTM Invoice Add-on Pack 10M Per Year	$222,400	$ 177,920.00	$ 40,032.00
KA135	AE#Y533-020M	KTM Invoice Add-on Pack 20M Per Year	$348,900	$ 279,120.00	$ 62,802.00
KA136	AE#Y533-060M	KTM Invoice Add-on Pack 60M Per Year	$712,600	$ 570,080.00	$ 128,268.00
KA137	AE#Y533-120M	KTM Invoice Add-on Pack 120M Per Year	$1,118,100	$ 894,480.00	$ 201,258.00
KA138	AE#P533-001M	KTM Invoice Add-on Pack 1M Page Count	$24,500	$ 19,600.00	$ 4,410.00
KA139	AE#P533-002M	KTM Invoice Add-on Pack 2M Page Count	$41,000	$ 32,800.00	$ 7,380.00
KA140	AE#P533-010M	KTM Invoice Add-on Pack 10M Page Count	$127,600	$ 102,080.00	$ 22,968.00
KA141	AE#VY86-030K	KTM Table Extraction 30K Per Year	$1,860	$ 1,488.00	$ 334.80
KA142	AE#VY86-060K	KTM Table Extraction 60K Per Year	$2,920	$ 2,336.00	$ 525.60
KA143	AE#VY86-120K	KTM Table Extraction 120K Per Year	$4,580	$ 3,664.00	$ 824.40
KA144	AE#VY86-300K	KTM Table Extraction 300K Per Year	$8,310	$ 6,648.00	$ 1,495.80
KA145	AE#VY86-600K	KTM Table Extraction 600K Per Year	$14,900	$ 11,920.00	$ 2,682.00
KA146	AE#VY86-001M	KTM Table Extraction 1M Per Year	$22,300	$ 17,840.00	$ 4,014.00
KA147	AE#VY86-002M	KTM Table Extraction 2M Per	$42,000	$ 33,600.00	$ 7,560.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		Year			
KA148	AE#VY86-005M	KTM Table Extraction 5M Per Year	$86,400	$ 69,120.00	$ 15,552.00
KA149	AE#VY86-010M	KTM Table Extraction 10M Per Year	$147,800	$ 118,240.00	$ 26,604.00
KA150	AE#VY86-020M	KTM Table Extraction 20M Per Year	$231,900	$ 185,520.00	$ 41,742.00
KA151	AE#VY86-060M	KTM Table Extraction 60M Per Year	$473,500	$ 378,800.00	$ 85,230.00
KA152	AE#VY86-120M	KTM Table Extraction 120M Per Year	$742,900	$ 594,320.00	$ 133,722.00
KA153	AE#VP86-001M	KTM Table Extraction 1M Page Count	$16,300	$ 13,040.00	$ 2,934.00
KA154	AE#VP86-002M	KTM Table Extraction 2M Page Count	$27,300	$ 21,840.00	$ 4,914.00
KA155	AE#VP86-010M	KTM Table Extraction 10M Page Count	$84,800	$ 67,840.00	$ 15,264.00
KA156	AE#Y512-030K	KTM Professional Add-on 30K Per Year	$70	$ 56.00	$ 12.60
KA157	AE#Y512-060K	KTM Professional Add-on 60K Per Year	$130	$ 104.00	$ 23.40
KA158	AE#Y512-120K	KTM Professional Add-on 120K Per Year	$260	$ 208.00	$ 46.80
KA159	AE#Y512-300K	KTM Professional Add-on 300K Per Year	$650	$ 520.00	$ 117.00
KA160	AE#Y512-600K	KTM Professional Add-on 600K Per Year	$1,290	$ 1,032.00	$ 232.20
KA161	AE#Y512-001M	KTM Professional Add-on 1M Per Year	$2,150	$ 1,720.00	$ 387.00
KA162	AE#Y512-002M	KTM Professional Add-on 2M Per Year	$4,300	$ 3,440.00	$ 774.00
KA163	AE#Y512-005M	KTM Professional Add-on 5M Per Year	$10,800	$ 8,640.00	$ 1,944.00
KA164	AE#Y512-010M	KTM Professional Add-on 10M Per Year	$21,500	$ 17,200.00	$ 3,870.00
KA165	AE#Y512-020M	KTM Professional Add-on 20M Per Year	$43,000	$ 34,400.00	$ 7,740.00
KA166	AE#Y512-060M	KTM Professional Add-on 60M Per Year	$128,900	$ 103,120.00	$ 23,202.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA167	AE#Y512-120M	KTM Professional Add-on 120M Per Year	$257,700	$ 206,160.00	$ 46,386.00
KA168	AE#P512-001M	KTM Professional Add-on 1M Page Count	$2,150	$ 1,720.00	$ 387.00
KA169	AE#P512-002M	KTM Professional Add-on 2M Page Count	$4,300	$ 3,440.00	$ 774.00
KA170	AE#P512-010M	KTM Professional Add-on 10M Page Count	$21,500	$ 17,200.00	$ 3,870.00
KA171	AE#Y514-030K	KTM Cursive Field Recognition 30K Per Year	$1,440	$ 1,152.00	$ 259.20
KA172	AE#Y514-060K	KTM Cursive Field Recognition 60K Per Year	$2,270	$ 1,816.00	$ 408.60
KA173	AE#Y514-120K	KTM Cursive Field Recognition 120K Per Year	$3,550	$ 2,840.00	$ 639.00
KA174	AE#Y514-300K	KTM Cursive Field Recognition 300K Per Year	$6,450	$ 5,160.00	$ 1,161.00
KA175	AE#Y514-600K	KTM Cursive Field Recognition 600K Per Year	$11,600	$ 9,280.00	$ 2,088.00
KA176	AE#Y514-001M	KTM Cursive Field Recognition 1M Per Year	$17,300	$ 13,840.00	$ 3,114.00
KA177	AE#Y514-002M	KTM Cursive Field Recognition 2M Per Year	$32,500	$ 26,000.00	$ 5,850.00
KA178	AE#Y514-005M	KTM Cursive Field Recognition 5M Per Year	$66,900	$ 53,520.00	$ 12,042.00
KA179	AE#Y514-010M	KTM Cursive Field Recognition 10M Per Year	$114,400	$ 91,520.00	$ 20,592.00
KA180	AE#Y514-020M	KTM Cursive Field Recognition 20M Per Year	$179,500	$ 143,600.00	$ 32,310.00
KA181	AE#Y514-060M	KTM Cursive Field Recognition 60M Per Year	$366,500	$ 293,200.00	$ 65,970.00
KA182	AE#Y514-120M	KTM Cursive Field Recognition 120M Per Year	$575,000	$ 460,000.00	$ 103,500.00
KA183	AE#P514-001M	KTM Cursive Field Recognition 1M Page Count	$12,600	$ 10,080.00	$ 2,268.00
KA184	AE#P514-002M	KTM Cursive Field Recognition 2M Page Count	$21,100	$ 16,880.00	$ 3,798.00
KA185	AE#P514-010M	KTM Cursive Field Recognition 10M page Count	$65,600	$ 52,480.00	$ 11,808.00
KA186	AE#Y515-030K	KTM Check Recognition 30K Per	$1,600	$ 1,280.00	$ 288.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
		Year			
KA187	AE#Y515-060K	KTM Check Recognition 60K Per Year	$2,520	$ 2,016.00	$ 453.60
KA188	AE#Y515-120K	KTM Check Recognition 120K Per Year	$3,940	$ 3,152.00	$ 709.20
KA189	AE#Y515-300K	KTM Check Recognition 300K Per Year	$7,160	$ 5,728.00	$ 1,288.80
KA190	AE#Y515-600K	KTM Check Recognition 600K Per Year	$12,800	$ 10,240.00	$ 2,304.00
KA191	AE#Y515-001M	KTM Check Recognition 1M Per Year	$19,200	$ 15,360.00	$ 3,456.00
KA192	AE#Y515-002M	KTM Check Recognition 2M Per Year	$36,100	$ 28,880.00	$ 6,498.00
KA193	AE#Y515-005M	KTM Check Recognition 5M Per Year	$74,300	$ 59,440.00	$ 13,374.00
KA194	AE#Y515-010M	KTM Check Recognition 10M Per Year	$127,100	$ 101,680.00	$ 22,878.00
KA195	AE#Y515-020M	KTM Check Recognition 20M Per Year	$199,400	$ 159,520.00	$ 35,892.00
KA196	AE#Y515-060M	KTM Check Recognition 60M Per Year	$407,200	$ 325,760.00	$ 73,296.00
KA197	AE#Y515-120M	KTM Check Recognition 120M Per Year	$638,900	$ 511,120.00	$ 115,002.00
KA198	AE#P515-001M	KTM Check Recognition 1M Page Count	$14,000	$ 11,200.00	$ 2,520.00
KA199	AE#P515-002M	KTM Check Recognition 2M Page Count	$23,500	$ 18,800.00	$ 4,230.00
KA200	AE#P515-010M	KTM Check Recognition 10M page Count	$72,900	$ 58,320.00	$ 13,122.00
KA201	AE#Y535- 030K	KTM Medical Claims Add-on Pack 30k Per Year	$2,610	$ 2,088.00	$ 469.80
KA202	AE#Y535- 060K	KTM Medical Claims Add-on Pack 60k Per Year	$4,090	$ 3,272.00	$ 736.20
KA203	AE#Y535- 120K	KTM Medical Claims Add-on Pack 120k Per Year	$6,410	$ 5,128.00	$ 1,153.80
KA204	AE#Y535- 300K	KTM Medical Claims Add-on Pack 300k Per Year	$12,400	$ 9,920.00	$ 2,232.00
KA205	AE#Y535- 600K	KTM Medical Claims Add-on Pack 600k Per Year	$20,900	$ 16,720.00	$ 3,762.00

Line Item	Part Number	Description	NEKO List Price	Sonoma County Extended Price (Discounted)	Annual Maintenance 18%
KA206	AE#Y535-001M	KTM Medical Claims Add-on Pack 1M Per Year	$31,200	$ 24,960.00	$ 5,616.00
KA207	AE#Y535-002M	KTM Medical Claims Add-on Pack 2M Per Year	$58,800	$ 47,040.00	$ 10,584.00
KA208	AE#Y535-005M	KTM Medical Claims Add-on Pack 5M Per Year	$120,900	$ 96,720.00	$ 21,762.00
KA209	AE#Y535-010M	KTM Medical Claims Add-on Pack 10M Per Year	$206,900	$ 165,520.00	$ 37,242.00
KA210	AE#Y535-020M	KTM Medical Claims Add-on Pack 20M Per Year	$324,600	$ 259,680.00	$ 58,428.00
KA211	AE#Y535-060M	KTM Medical Claims Add-on Pack 60M Per Year	$662,800	$ 530,240.00	$ 119,304.00
KA212	AE#Y535-120M	KTM Medical Claims Add-on Pack 120M Per Year	$1,040,100	$ 832,080.00	$ 187,218.00
KA213	AE#P535-001M	KTM Medical Claims Add-on Pack 1M Page Count	$22,800	$ 18,240.00	$ 4,104.00
KA214	AE#P535-002M	KTM Medical Claims Add-on 2M Page Count	$38,100	$ 30,480.00	$ 6,858.00
KA215	AE#P535-010M	KTM Medical Claims Add-on 10M Page Count	$118,700	$ 94,960.00	$ 21,366.00
KA216	AE-EDIEXPORT	KTM Medical Claims Add-on 837 EDI Export Module	$40,000	$ 32,000.00	$ 7,200.00

EXHIBIT I

Insurance

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements.* Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

1. **Workers Compensation and Employers Liability Insurance**
   - **a.** Required if Consultant has employees.
   - **b.** Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
   - **c.** Employers' Liability with limits of 1,000,000 per Accident; 1,000,000 Disease per employee; 1,000,000 Disease per policy.
   - **d.** *Required Evidence of Coverage*:
     - **i.** Certificate of Insurance

   If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. **General Liability Insurance**
   - **a.** Commercial General Liability Insurance on a standard occurrence form, no less broad than ISO form CG 00 01.
   - **b.** Minimum Limits: 1,000,000 per Occurrence; 2,000,000 General Aggregate; 2,000,000 Products/Completed Operations Aggregate.
   - **c.** Consultant shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
   - **d.** County of Sonoma, its officers, agents and employees shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this agreement.
   - **e.** The insurance provided to County, et al. additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
   - **f.** The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
   - **g.** The policy shall cover inter-insured suits between County and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
   - **h.** *Required Evidence of Coverage*:
     - **i.** Copy of the additional insured endorsement or policy language granting additional insured status, and
     - **ii.** Certificate of Insurance.

(Substitute the following if the work, event or location involves marinas or the airport.)

- **i.** *Required Evidence of Coverage*:

i. Copy of the additional insured endorsement or policy language granting additional insured status;
ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
iii. Certificate of Insurance.

3. **Automobile Liability Insurance**
   a. Minimum Limits: $1,000,000 combined single limit per accident.
   b. Coverage shall apply to all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
   c. Coverage shall apply to hired and non-owned autos.
   d. *Required Evidence of Coverage*:
      i. Certificate of Insurance.

4. **Professional Liability Insurance**
   a. Minimum Limit: $1,000,000.
   b. Consultant shall disclose any deductible or self-insured retention in excess of $25,000 and such deductible or self-insured retention must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention.
   c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
   d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
   e. *Required Evidence of Coverage*:
      i. Certificate of Insurance.

5. **Standards for Insurance Companies**
   Insurers shall have an A.M. Best's rating of at least A:VII.

6. **Documentation**
   a. The Certificate of Insurance must include the following reference: OnBase Electronic Document Management Installation Services.
   b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with County for the required period of insurance.
   c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, Attention: Information Services Department, 2615 Paulin Drive, Santa Rosa 95403
   d. Required Evidence of Coverage shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   f. Upon written request, certified copies of required insurance policies must be provided within

thirty (30) days.

7. **Policy Obligations**
Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

8. **Material Breach**
If Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance coverage, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

EXHIBIT K

HIPAA ADDENDUM

Business Associate Addendum

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

COUNTY OF SONOMA

AND

NEKO INDUSTRIES, INC.

This Business Associate Addendum ("Addendum") supplements and is made a part of the Agreement for Professional Services ("Agreement") by and between County of Sonoma ("County") and Neko Industries, Inc. ("Business Associate").

RECITALS

WHEREAS, County is a Hybrid Entity as defined under 45 CFR Section 164.504;

WHEREAS, Neko Industries, Inc. is a Business Associate as defined under 45 CFR Section 160.103;

WHEREAS, County wishes to disclose certain information to Business Associate pursuant to the terms of the Addendum, some of which may constitute Protected Health Information ("PHI"); including electronic Protected Health Information ("ePHI");

WHEREAS, County and Business Associate intend to protect the privacy and provide for the security of PHI, including ePHI, disclosed to Business Associate pursuant to the Addendum in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services ("the HIPAA Regulations") and other applicable laws; and

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule requires County to enter into a contract containing specific requirements with Business Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Section 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in the Addendum.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions. Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Regulations. Protected Health Information (PHI) includes electronic Protected Health Information (ePHI).

a. Breach shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. Business Associate shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. Electronic Protected Health Information or ePHI means Protected Health Information that is maintained in or transmitted by electronic media.

f. Electronic Health Record shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.

h. Protected Health Information or PHI means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].

i. Security Rule shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.

j. Unsecured PHI shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. Obligations of Business Associate

a. **Use of Protected Health Information.** Except as otherwise provided in this Addendum, Business Associate, shall use and/or disclose PHI only as necessary to perform functions, activities or services, documented in Exhibits A, B, C, D, and E for or on behalf of County, as specified in this Addendum, provided that such use does not violate the HIPAA Regulations. The uses of PHI may not exceed the limitations applicable to County under the HIPAA Regulations. Business Associate shall not use PHI other than as permitted or required by this Addendum, or as required by law.

b. **Safeguarding Protected Health Information.** Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of County.

c. **Reporting Improper Use or Disclosure.** Within twenty-four (24) hours of discovery, Business Associate shall report in writing to County any use or disclosure of PHI not provided for by this Addendum or otherwise in violation of the HIPAA Regulations.

d. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which Business Associate becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

e. **Agents and Subcontractors of Business Associate.** Business Associate shall ensure that any agent, including a subcontractor, to which Business Associate provides PHI received from, created, maintained or received by Business Associate on behalf of County, shall comply with the same restrictions and conditions that apply through this Addendum to Business Associate with respect to PHI.

f. **Access to Protected Health Information.** At the request of County, and in the time and manner designated by County, Business Associate shall provide access to PHI in Designated Record Set to an Individual or County to meet the requirements of 45 CFR Section 164.524. If Business Associate maintains an Electronic health Record, Business Associate shall provide such information in electronic format to enable County to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

g. **Amendments to Designated Record Set.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that County directs or at the request of the Individual, and in the time and manner designated by County in accordance with 45 CFR Section 164.526.

h. **Documentation of Uses and Disclosures:** Business Associate shall document disclosures of PHI and information related to such disclosures as would be required by County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. **Accounting of Disclosure.** Business Associate shall provide to County or an Individual, in the time and manner designated by County, information required to provide an accounting of disclosures to enable County to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and

maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement.

j. **Records Available to County, State and Secretary.** Business Associate shall make available internal practices, books and records related to the use, disclosure and privacy protection of PHI received from County, or created, maintained or received by Business Associate on behalf of County, to the County, State, or to the Secretary of the United States Department of Health and Human Services for the purposes of investigating or auditing Business Associate's compliance with the HIPAA Regulations, in the time and manner designated by County, State or Secretary.

k. **Destruction of Protected Health Information.** Upon termination of this Addendum for any reason, Business Associate shall:
   a. Return all PHI received from County, created, maintained or received by Business Associate on behalf of County and required to be retained by the HIPAA regulations; or
   b. At the discretion of County, return or destroy all other PHI received from County, or created, maintained or received on behalf of County by Business Associate on behalf of County. Business Associate shall certify in writing that such PHI has been destroyed.
   c. In the event Business Associate determines that returning or destroying PHI is not feasible, Business Associate shall provide County notification of the conditions that make return or destruction not feasible. Unless County agrees that return or destruction is not feasible, Business Associate shall return or destroy PHI per this Addendum. If County agrees that the return or destruction of PHI is not feasible, Business Associate shall extend protections of this Addendum to such PHI and limit further use and disclosure of such PHI for so long as Business Associate or its agents or subcontractors maintain such PHI.

l. **Amendments to Addendum.** No amendment of this Addendum shall be effective unless and until such amendment is evidenced by a writing signed by the parties. County and Business Associate agree to take such action as is necessary to amend this Addendum as required for County to comply with the requirements of the HIPAA Regulations. However, any provision required by HIPAA Regulations to be in this Addendum, shall bind the parties whether or not provided for in this Addendum.

m. **Data Aggregation.** Business Associate may provide data aggregation services related to the health care operations of County.

n. **Material Breach.** A breach by Business Associate or any of its agents or subcontractors of any provision of this Addendum, as determined by County, shall constitute a material breach of the Addendum and shall provide grounds for immediate termination of the Addendum.

o. **Termination of Addendum.** If Business Associate should fail to perform any of its obligations hereunder, or materially breach any of the terms of this Addendum, County may terminate this Addendum immediately upon provision of notice to Contractor stating the reason for such termination. County, within its sole discretion, may elect to give Business Associate an opportunity to cure such breach.

EXHIBIT L

Original RFP and Response to RFP

REQUEST FOR PROPOSALS

Electronic Document Management System

ISSUED

May 21, 2010

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1. PROJECT INFORMATION

1.1. Introduction

The Information Systems Department (ISD) of the County of Sonoma is seeking proposals from qualified firms with proven experience for software and implementation services for an enterprise wide Electronic Document Management System ("EDMS"). These proposals will be provided in accordance with terms, conditions and specifications established herein.

1.2. Background and Current Environment

1.2.1 Sonoma County

The County of Sonoma (County) is a local government in Northern California with offices centered in Santa Rosa, approximately 50 miles north of San Francisco on Highway 101. The County is governed by a five member Board of Supervisors and employs a workforce of over 3,750 in over 26 departments and agencies. A copy of Sonoma County's Organization Chart is attached. (Attachment C). The county has a local airport with daily flights to and from Los Angeles, Portland and Seattle.

1.2.2 Information Systems Department (ISD)

ISD is responsible for the support and coordination of technology services in 26 County departments. This includes the provision and support of Countywide networks, a mainframe computer, approximately 3,800 desktop computers, numerous business applications, County and departmental Internet and Intranet sites, as well as radio and telephone communications, records management, and reprographic services.

1.2.3 County Information Technology Infrastructure

The County has a mature enterprise level infrastructure and network. The County has an integrated data network comprised of 1 GB and higher Ethernet switches. The data network uses multiple T1 and DS3 lines tying numerous sites with various Cisco routers, hubs and UTP LAN's. The fiber links from the outlying offices in Santa Rosa to the main County Campus are provisioned by the local cable company. The County also has three AT&T Opt-E-Man fiber networks currently linking over 35 sites. Its network runs on Microsoft Windows Server 2003 Active Directory operating system. Application server and storage space is provided through a Storage Area Network. Although the County operates an IBM mainframe computer to support its financial systems, it is actively in the process of moving applications to a server environment. The County's email system is Microsoft Exchange 2007. The majority of the County's workstations are Dell Optiplexes and Latitudes running Windows XP SP2.

Additional information about the Sonoma County IT Environment can be found in Attachment G.

Business Driver	Description
Document Lifecycle Management	Managing documents from creation through final disposition
Cost Reduction	Ability to handle same or increased workload with same or lower headcount
Disaster Recovery/Business Resumption	Preserving a digital copy of important documents for redundancy
Data Mining	Process of extracting patterns or trends from data for analysis.
Storage Space	Reducing the amount of physical space we devote to storing paper documents
Environmental	Use less paper, reduce greenhouse gases.

The following table identifies System features considered by the Focus Groups. They are listed in order of most to least importance.

System Features
Managing electronic documents - in a searchable shared repository /version control, check-in/check-out. e.g. contracts
Automating workflows (e.g. Board Agenda items)
Scanning paper documents
Audit trails/control/access security
Electronic forms
API/Integrating with my other applications - collection of technologies and services which enable integration of systems and applications across the enterprise.
Integration with GIS (maps)
Long-term management of email

Specific Applications - The need to better manage existing processes by using EDMS features such as document repository, version control, and workflow were identified by the Focus Groups. These applications included: Board of Supervisors Agenda Management, Accounting Documents Workflow, Contract Management, RFP Management, Case File Management, and Policy Management.

Concerns-Risks – These items were mentioned by Focus Group participants actively doing some form of electronic document management and reflect the issues they have had to confront. This includes: change management, scanning issues, access to the EDMS platform, budget and funding, externally housed documents, governance, quality control.

1.2.6 County Records Management Program

The County has a mature records management program. There is an active project implementing Zasio Versatile Enterprise software for the development and maintenance of

Recognition (ICR), Optical Mark Recognition (OMR) and barcodes to facilitate recognition and indexing of documents.

h) Records Management - implements rules associated with identifying the length of time specific types of information (regardless of whether referenced as a document, record, image, etc.) must be kept and the type of disposition that should occur at the end of that retention. This function categorizes and locates records, and identifies records that are due for disposition. The County expects the Vendor to integrate the proposed EDMS with the County's Records Management software (Section 1.2.6) to manage electronic (or digital) records contained within the core EDMS.

i) Functionality for e-discovery.

j) Browser based client providing basic functionality - hosted in a browser controlled environment such that a common web browser over the internet or within an intranet can provide user with access to an executable application or processes.

k) Convenience Scanning Options - use multifunction devices (such as copier-scanners) and/or dedicated all-in-one units to scan and index documents in the EDMS.

l) Enterprise Report Management (ERM) - previously known as Computer Output to Laser Disk or COLD, is an integrated software and hardware solution that stores and indexes formatted computer output (pages) on optical disk, magnetic disk, or magnetic tape as an alternative to paper printouts or computer output microfilm (COM). This formatted output consists of point-in-time reports, such as transaction listings of statements and invoices. Once this page output is stored on the ERM subsystem, it can be electronically retrieved, viewed, printed, faxed, and distributed to workstations and host computer terminals within organizations or throughout an enterprise.

1.4. Standards

Any system that the County acquires must adhere to industry standards. In addition to protecting the County's investment, standards allow different systems to "talk" with each other. At a minimum, the following standards are necessary:

a) AIIM ARPI - 2009 Recommended Practice – Analysis, Section and Implementation of Electronic Document Management Systems (EDMS). This includes in particular compliance with the Guidelines and Standards listed in Annex A.

b) Workflow software must conform to the Workflow Management Coalition (WFMC) standards. These standards identify how they relate to other document management systems as well as to other compliant workflow systems.

c) The system shall provide functionality included in DOD 5015.2-STD, certified at the most current version of the standard, relative to tracking and maintaining official electronic records.

d) Database applications must adhere to ODBC or SQL compatibility standards

e) Document management software must be XML compliant.

f) ADA 508 - Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)). These standards can be located at http://www.access-board.gov/sec508/standards.htm.

b) E-mail archiving;
c) Hosted solution – Software as a service (SaaS);Taxonomy development/document classification –for document indexing and retrieval;
d) Business continuity solution;
e) EDMS integration requirements - in the next five years, the County expects to integrate the EDMS with following systems:
    i. Windows SharePoint Services 3.0, or potentially MOSS;
    ii. MS Office 2003, 2007;
    iii. MS Outlook 2007;
    iv. MS Exchange 2007;
    v. ESRI ArcGIS Server (Standard or Advanced) Enterprise version 9.3.1 or greater.

1.8. Schedule of Events

Date	Event
Pre-submission	
Friday, May 21, 2010	Request for Proposals (RFP's) Released
Friday, June 4, 2010 by 5 p.m.	Receipt of Vendor Written Questions Deadline
Friday, June 18, 2010	List of Questions and Answers Sent out
Friday, July 2, 2010 by 2 p.m.	Proposals Due
After Submission	
Friday, July 23, 2010	Preliminary Evaluations
Monday through Thursday, August 16 – August 19, 2010	Vendor Demonstration
August 20 – September 3, 2010	Final Evaluation
Friday, October 1, 2010	Notice of Intent to Award (subject to delay without notice to Vendors)

proposals are encouraged to submit the most competitive proposal possible, as the failure to do so may lead to elimination prior to software demonstrations.

g) Proposals and pricing, once submitted, may not be withdrawn for a period of six (6) months.

h) The County reserves the right to reject any or all proposals, and to waive technicalities and informalities when such waiver is determined by the County to be in its best interest. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Vendors at any time to gather additional information. Furthermore, the County reserves the right to delete or add functionality (i.e., modules and components) up until the final contract signing.

i) In the case where software components are not bid and, thereby neither acquired nor implemented, the County reserves the right to acquire those software components at a later time without a subsequent competitive process.

j) When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration.

2.2. Source Code Escrow Agreement

The selected vendor will place the source code for the licensed software and any changes thereto, into a software escrow account. The County will have access to the source code in the event the vendor fails to fulfill its maintenance and support obligations, or in the event of bankruptcy, dissolution, or appointment of a receiver for the vendor. Under these conditions, the County will be able to use and modify the source code for its own use. The vendor will provide the County with a copy of the escrow certificate documenting that the vendor has placed the source code for the licensed software into a software escrow account. The software escrow account will name the County of Sonoma as an escrow certificate holder.

proposal that County believes to be in error. The County reserves the right to waive inconsequential disparities in a submitted proposal.

The County may modify this RFP by issuance of one or more written addenda to all parties who have been furnished the RFP. Only the County Information Systems Department may issue an addendum.

During the evaluation process, the County may request from any vendor additional information which the County deems necessary to determine the vendor's ability to perform the required services.

The County reserves the right to retain all proposals, excluding proprietary documentation, regardless of which proposal is selected. No proposals will be returned to vendors.

3.4 Pre-contractual Expenses

The County shall not be liable for any pre-contractual expenses incurred by prospective vendors or selected contractors, including but not limited to costs incurred in the preparation or submission of proposals. The County shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

3.5 Confidential Information

All proposals will be treated as confidential documents until the selection process has been completed. Once the selection has been made, all proposals will become public record. In the event that a vendor desires to keep portions of its proposal confidential, the confidential information so claimed must be identified in writing at the time the proposal is submitted. The vendor must clearly identify those portions with the word "Confidential" printed on the top right hand corner of the page. In addition, vendors must provide a written explanation for the basis of the claim, including the reasons why the information is confidential and a certification that the information has not been released to the public and is not publicly available elsewhere. Statements identifying the entire document as confidential or which do not specifically identify which information is claimed as confidential are not acceptable for this purpose.

The County will consider a vendor's request for exemptions from disclosure; however, the County will make a decision based upon applicable laws.

3.6 Service Agreement and Insurance Requirements

Vendors must be willing and able to provide the required insurance and to accept the terms of the County's Standard Professional Services Agreement. A sample copy of the Agreement is included as Attachment A.

3.7 Duration

All proposals will remain in effect and legally binding for at least six (6) months.

4. PROPOSAL GUIDELINES

4.1 Proposal Format

Perspective vendors are required to prepare their proposals according to instructions outlined in this section. Proposals should not contain preprinted marketing material. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled.

Vendors are required to follow the outline below when preparing their proposals. If the vendor does not follow the format outlined below, the vendor may be disqualified from selection. If the vendor does not use the required forms as indicated, the vendor may be disqualified from selection.

Section	Title
	Title Page
	Letter of Transmittal
	Table of Contents
1	Executive Summary
2	Scope of Services
3	Vendor Qualifications and Experience
4	Proposed Application Software and Computing Environment
5	Third-Party Products/Optional Software
6	Responses to Functional/Technical Requirements
7	Implementation Plan
8	Training Plan
9	Maintenance and Support Program
10	Client References
11	Cost Proposal
12	Exceptions to the RFP
13	Sample Documents
14	Required Attachments
15	Standard Professional Agreement

4.2 Signed Letter of Transmittal

The Letter of Transmittal must be signed by an individual who is legally authorized to make contractual obligations for the vendor (Attachment B). The signature must indicate the title or position that the individual holds in the firm and must be an original signature.

4.3 Section 1 - Executive Summary

Provide a brief narrative highlighting your proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. This section should not include cost quotations. (Refer to Section 4.1 of this document entitled "Proposal Format" and include this part of your response in Proposal Section 1).

address the following. (Refer to Section 4.1 of this document entitled "Proposal Format" and include this part of your response in Proposal Section 4).

a) Modular Integration: 1. Proposed modules that are fully integrated (part of the base software) into the main EDMS application. 2. Proposed third-party applications and how they are integrated into the main EDMS application. 3. Functional integration issues, such as shared security and workflow.

b) Technology architecture: 1. Platforms on which your software runs. 2. Optimal and minimum network requirements. 3. Optimal and minimum database requirements. 4. Optimal and minimum server requirements. 5. Optimal and minimum desktop (client) requirements. 6. Whether or not your software requires a "thin client" (or browser based client) or a "thick client" on the desktop.

c) Administration/Development Toolsets: 1. Application toolsets that are included with the software. 2. Programming languages and skills that are required to maintain the software. 3. Tools that are available to customize the software (e.g., add fields, create new tables, change menus, etc.). 4. Monitoring that is routinely required for optimal system performance (e.g., monitoring of audit files).

d) Security: 1. Security tools that are included with the software. 2. The way the following restrictions are accomplished: administrative tool access; application access; menu access; record access; field access; and querying/reporting access. 3. The way that security profiles are defined. 4. The items that are included in the user security profile.

e) Workflow: 1. Workflow tools that are included in your software. 2. The standard workflows that are inherent in the system, 3. The way that workflow rules are defined, and their flexibility and customizability.

f) Upgrade tools: 1. The frequency of upgrades. 2. The way that patches and fixes are applied. 3. The way that patches and fixes are deployed. 4. The way that upgrades are applied. 5. The amount of training (technical training and end user) that is generally required with upgrades to the system. 6. Describe what happens to software customizations (e.g., user-defined tables and fields) during the upgrade. 7. The number of versions of the software your company supports. 8. Details of all upgrades and bug patches over the last five years.

g) Reporting and Analysis Tools: 1. Reporting tools that are available. 2. OLAP tools that are available. 3. Interfaces to popular desktop applications. 4. Whether or not the same security definitions apply to the reporting tools as to the main EDMS software.

4.7 Section 5 - Third Party Products/Optional Software

The Vendor shall explicitly state the name of any third-party products that are part of the proposed solution to the County. For each third-party product there should be a statement about whether the Vendor's contract will encompass the third-party product and/or whether the County will have to contract on its own for the product.

A proposal must describe any products, features or other value added components recommended for use with the proposed system that have not been specifically requested in this RFP. The Vendor should

4.9 Section 7 - Implementation Plan

The Vendor must provide a detailed plan for implementing the proposed system. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 7)

This information MUST include:

a) Detailed methodology for implementing enterprise software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.

b) Detailed methodology for implementing third-party software. Methodology shall include estimated timeframe, overview of phases and milestones, assumptions, and assumed responsibilities.

c) Project organization chart showing the County and vendor staff.

d) Include an estimate of project work effort listing the estimated resource utilization (for both the County staff AND the Vendor) for each month. The County reserves the right to alter work effort ratios based on further discussion with the Vendors throughout the evaluation process.

e) Explain the rationale and/or assumptions forming the basis for the staffing plan proposed for both the Vendor and County staff. This explanation should be in the context of the overall project plan and rollout strategy to enable the County to fully understand the implications of and need for the proposed staffing plan.

f) If the County decides to adjust the project timeframe (decrease or lengthen) proposed by the Vendor, describe the impact (for the proposed staffing plan).

g) Based on your experience with similar organizations, explain the extent to which the County should include a contingency factor for additional work effort in its project budget and staffing plan.

h) It is important to estimate work effort for the County staff and tie this directly to the proposed implementation schedule. The work effort estimates for Vendor staffing should be in line with the Cost Estimates related to implementation services, i.e., implementation costs should reflect work effort estimates in hours times Vendor hourly rates. Vendors who do not provide this information in their proposal will not be short-listed for presentations until this information is received.

i) Describe the role of the County and Vendor staff for interface development. Provide the assumptions related to the work effort estimates for interfaces (e.g., the specific interfaces included in the work effort estimates). Also give a brief description of the interface development process including any special toolsets that will be utilized for the process.

j) Describe the role of the County and Vendor staff for data conversion. Provide the assumptions related to the work effort estimates for data conversion (e.g., amount and type of data to be converted). Also give a brief description of the data conversion process including any special toolsets that will be utilized.

k) Confirm that the proposal contains the level of work effort that will be required to provide for the known customizations, modifications, and/or custom reports that the proposal response has indicated as necessary to deliver the functionality. Identify any assumptions related to these items.

l) Names, titles, and resumes of implementers likely to be assigned to this project.

h) Bug fixes and patches.

i) Support provided for third-party solutions.

j) Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledge base).

4.12 Section 10 - Client References- Attachments H, I, J

The County considers references for both the software and implementation Vendors (if different) to be important in its decision to award a contract. The County will not call Vendors to tell them that their references will be contacted because all references provided will be contacted. The names and phone numbers of the project manager for each reference must be listed. Failure to provide this information may result in the Vendor not being elevated to software demonstrations. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 10.)

Software Vendors:

Using the forms attached to this RFP (Attachment H), software firms should provide a minimum of three (3) client references that are similar in size and complexity to this procurement and have utilized the proposed system (including the proposed version) in a comparable computing environment. References should be for fully completed (live) installations. Regional clients are preferred. Each reference should include information on the "breadth" of the software solution, service dates (begin and end dates of the project) name of client reference, name of jurisdiction's project manager, jurisdiction, address, telephone and fax numbers. Please confirm that each reference is willing to participate in a 30 – 45 minute reference check call and inform references that they will be contacted by the County. All contact information must be correct and up-to-date.

Implementation Firms:

Using the forms attached to this RFP (Attachment I), implementation firms are also expected to provide a minimum of three (3) references (unless already included in the references for software firms) in which they served as the prime implementer (not a sub-contractor) for sites similar to the County in implementation requirements. References should be for fully completed (live) installations. The information requested for the software vendors (names, addresses, titles, etc.) should also be provided here. Please confirm that each reference is willing to participate in a 30 – 45 minute reference check call and inform references that they will be contacted by the County. All contact information must be correct and up-to-date.

Third-Party Software Firms:

Using the forms attached to this RFP (Attachment J), third-party software firms addressing particular functionality should provide a minimum of three (3) client references that are similar in size and complexity to this procurement and that have used the prime enterprise software. Submit references for fully completed (live) installations. Please confirm that each reference is

Table 4.1 Anticipated Numbers of Users

EDMS Full Deployment Scenario, Core Functions	Concurrent Users	Total Users
Retrieval: browser-based client users	600	3000
Capture: workstations w/production scanners attached	48	240
Capture: Advanced scanning workstations (zonal OCR, ICR)	10	48
Electronic Doc Mgmt: Retrievers of electronic documents	1000	3000
Electronic Doc Mgmt: Creators of electronic documents	320	1600
Workflow: participants in a designed workflow	80	400
Workflow: Digital signers (replaces wet signature)	40	400
Electronic Forms: people creating	8	40
Electronic Forms: people filling in	160	800
Multi-function printer/scanners integrated w/EDMS	NA	80
Archiving/retrieval of all email in Exchange (3000 users)	NA	3000
Public accesses documents over the Internet, county population of 500,000 plus unknown others	500	500,000+
Test instance (active for all production functionality)		
DR site instance (active during disaster recovery operations)		

The County is expecting to fully deploy the EDMS solution to "Total Users" by the end of 5 years. The Vendor is asked to propose the most effective way to spread this cost over a 5 year period. It is highly likely that some users will fall into more than one of the Core Functions as defined above - neither the rows nor columns are intended to be additive in any way. The breakdowns provided above are intended only to assist Vendors in proposing the correct number of various types of licenses. The Vendor should include in the RFP all categories necessary to fully reveal costs for their proposed solution.

4.14 Section 12 - Exceptions to the RFP

All requested information in this RFP must be supplied. Vendors may take exception to certain requirements in this RFP and/or in the Terms and Conditions. All exceptions to either the RFP or the Terms and Conditions shall be clearly identified in this section and a written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the County, and the description of the advantages or disadvantages to the County as a result of exceptions. The County, in its sole discretion, may reject any exceptions or specifications within the proposal. Vendors may also provide supplemental information, if necessary, to assist the County in analyzing responses to this RFP. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 12).

4.15 Section 13 - Sample Documents

Vendors should include sample copies of the following documents. (Refer to Section 4.1 of this document entitled 'Proposal Format' and include this part of your response in Proposal Section 13).

Sample maintenance agreement
Sample implementation services agreement

5. PRE-SUBMISSION GUIDELINES AND INFORMATION

5.1 Communication Regarding this RFP.

The email address to send any communication regarding this RFP is: EDMS-RFP@sonoma-county.org

5.2 Request for Electronic Copies of RFP or Forms:

To request additional copies of the RFP and/or any attached forms send a request by email to: EDMS-RFP@sonoma-county.org.

5.3 Form:

Vendors must submit one (1) electronic copy, one (1) signed original, and four (4) copies of the signed proposal by **July 2, 2010, by 2:00 p.m.** Proposals must be enclosed in a sealed envelope or package and clearly marked "**ELECTRONIC DOCUMENT MANAGEMENT RFP**". Proposals shall be submitted to:

Information Systems Department
Attn: Cindy Burkhardt
2615 Paulin Drive
Santa Rosa, CA 95403

5.4 Due Date:

Proposals must be received no later than 2:00 p.m. on July 2, 2010. The proposal due date is subject to change. If the proposal due date is changed, all known recipients of the original RFP will be notified of the new date.

5.5 General Instructions:

To receive consideration, proposals shall be made in accordance with the following general instructions:

The signature of all persons signing the proposal shall be in long hand. The completed proposal shall be without alterations or erasures.

No oral or telephonic proposals will be considered.

The submission of a proposal shall be an indication that the vendor has investigated and satisfied him/herself as to the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County, including all terms and conditions contained within this RFP.

5.6 Clarifications, Discrepancies, Omissions

If a vendor finds any discrepancies, omissions or ambiguities in this RFP, or if a vendor desires clarification on procedural matters regarding the RFP, the vendor may send a request, by email, to EDMS-RFP@sonoma-county.org, with a subject title of RFP Clarification. All responses to such questions will be sent to all vendors who have received the RFP.

6. EVALUATION AND SELECTION PROCESS

6.1 Evaluation Team

The Evaluation Team will include management and technical staff from ISD and other Sonoma County departments. County employees who have a relationship with a vendor or employee of a vendor submitting a proposal will not participate in the selection process.

6.2 Preliminary Proposal Assessment

Proposals will be assessed for compliance with the submittal requirements and the major functional requirements of the RFP.

6.3 Detailed Review of Proposals

Proposals meeting submittal and major functional requirements will be evaluated. These criteria will include, but may not be limited to, the following and any other factors the evaluation committee deems relevant. (Note that there is no value or ranking implied in the order of this list):

- Demonstrated ability to perform the services described;
- Experience and expertise;
- Demonstrated history of providing similar services to comparable entities;
- Quality of work as verified by references and site visits (if required);Suitability of proposed software;
- Responses to the Functional Requirements – Attachment F;
- Implementation plan;
- Costs relative to the scope of services;
- Ongoing cost of the software maintenance;
- Ability to demonstrate ADA Section 508 compliance; and
- Willingness to accept the County's contract terms.

The County reserves the right, in its sole discretion, to reject any and all proposals and to waive informalities and minor irregularities in any proposals received. Failure to furnish all information requested or to follow the format requested herein may disqualify the vendor, in the sole discretion of the County. False, incomplete, misleading or unresponsive statements in a proposal may also be sufficient cause for a proposal's rejection.

The County may, during the evaluation process, request from any vendor additional information which the County deems necessary to determine the vendor's ability to perform the required services. If such information is requested, the vendor shall be permitted three (3) working days to submit the information requested.

An error in the proposal may cause the rejection of that proposal; however, the County may, in its sole discretion, retain the proposal and make certain corrections. In determining if a correction will be made, the County will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the vendor's

7. LIST OF ATTACHMENTS

7.1 Attachment A – Standard Professional Services Agreement (*to be returned*)
7.2 Attachment B – Signed Letter of Transmittal (*to be completed and returned*)
7.3 Attachment C – Sonoma County Organization Chart
7.4 Attachment D – Vendor Qualifications and Experience *(to be completed and returned*)
7.5 Attachment E – Cost Proposal (*to be completed and returned*)
7.6 Attachment F – Functional Requirements (*to be completed and returned*)
7.7 Attachment G – ISD Hardware Standards
7.8 Attachment H – Software Reference Form (*to be completed and returned*)
7.9 Attachment I – Implementation Reference Form (*to be completed and returned*)
7.10 Attachment J – Third Party Product Reference Form (*to be completed and returned*)
7.11 Attachment K - @Docs Report - Executive Summary – 2005
7.12 Attachment L – EDMS Focus Groups Analysis Final Report 1-7-2010

Attachment A
Standard Professional Services Agreement ("PSA")
Revision D – August 2009

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and _____ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified _____, experienced in the preparation of _____ and related services; and

WHEREAS, in the judgment of the _____, it is necessary and desirable to employ the services of Consultant for _____.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the following services within the times or by the dates provided below and pursuant to Article 7:

OR

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

Consultant shall be paid a lump sum amount of $_____, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

OR

[Option 2: Time and Materials (or time Only) Provision]

Consultant shall be paid a lump sum of _____for completion of all work, in accordance with the amounts specified below for completion of each sub task, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of any sub task. Specified amounts will only be paid for completion of each sub task.

For completion of _____ : $_____.

For completion of _____ : $_____.

Total: $ _____

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that total payments to Consultant shall not exceed $_____, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any.

Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth below, provided, however, that Consultant agrees to perform all services described herein

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.10 (Ownership and Disclosure of Work Product) and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or _____Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to Consultant's performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This

for owned, hired, and non-owned vehicles. Said policy shall be endorsed with the following language:

> This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of _____.

6.4 Professional Liability Insurance. Professional liability insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount no less than _____ Million Dollars ($__,000,000) combined single limit for each occurrence. Said policy shall be endorsed with the following specific language:

> This policy shall not be cancelled or materially changed without first giving thirty (30) days prior written notice to the County of Sonoma, Department of _____.

6.5 Documentation. The following documentation shall be submitted to the County of Sonoma, Department of _____:

a. Properly executed Certificates of Insurance clearly evidencing all coverages and limits required above. Said Certificates shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Certificates of Insurance evidencing the above-required coverages and limits on file with the County for the duration of this Agreement.

b. Copies of properly executed endorsements required above for each policy. Said endorsement copies shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current endorsements evidencing the above-specified requirements on file with the County for the duration of this Agreement.

c. Upon County's written request, certified copies of the insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

d. After the Agreement has been signed, signed Certificates of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

6.6 Policy Obligations. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

6.7 Material Breach. If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, in its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County may deduct

9.3 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.5 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.6 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.7 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.8 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.9 Assignment Of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:
Information Systems Department
Attn: Accounting Department
2615 Paulin Drive
Santa Rosa CA 95403
(707) 565-2911

TO: CONSULTANT: _____
_____
_____

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge

CONSULTANT: _____

_____

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE ON FILE WITH AND APPROVED AS TO SUBSTANCE FOR COUNTY:

By:_____
Department Head

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

By: _____
or Purchasing Agent

Date: _____

Or

By: _____
Chair
Board of Supervisors

Date: _____

ATTEST:

_____
Robert Deis Clerk of the Board of Supervisors

ATTACHMENT B
TO REQUEST FOR PROSALS

PROPOSAL COVER SHEET

Acceptance of County Contract Form

A sample agreement is contained as Attachment "A" to the County's Request for Proposals. Although the attached draft is subject to revision before execution by the parties, by submission of a proposal, the undersigned indicates that, except as specifically and expressly noted in its proposal, the proposer has no objection to the attached draft or any of its provisions such that, if selected, the proposer will enter into a final agreement based substantially upon the attached draft.

Certification of Authority

By signing below, the person executing the certificate on behalf of the proposer affirmatively represents that s/he has the requisite legal authority to do so on behalf of the proposer. Both the person executing this proposal on behalf of the proposer and proposer understand that the County is relying on this representation in receiving and considering this proposal. The person signing below hereby acknowledges that s/he has read the entire Request for Proposals document and has complied with all requirements listed therein.

Official Authorized to Sign for Proposal/Contractor

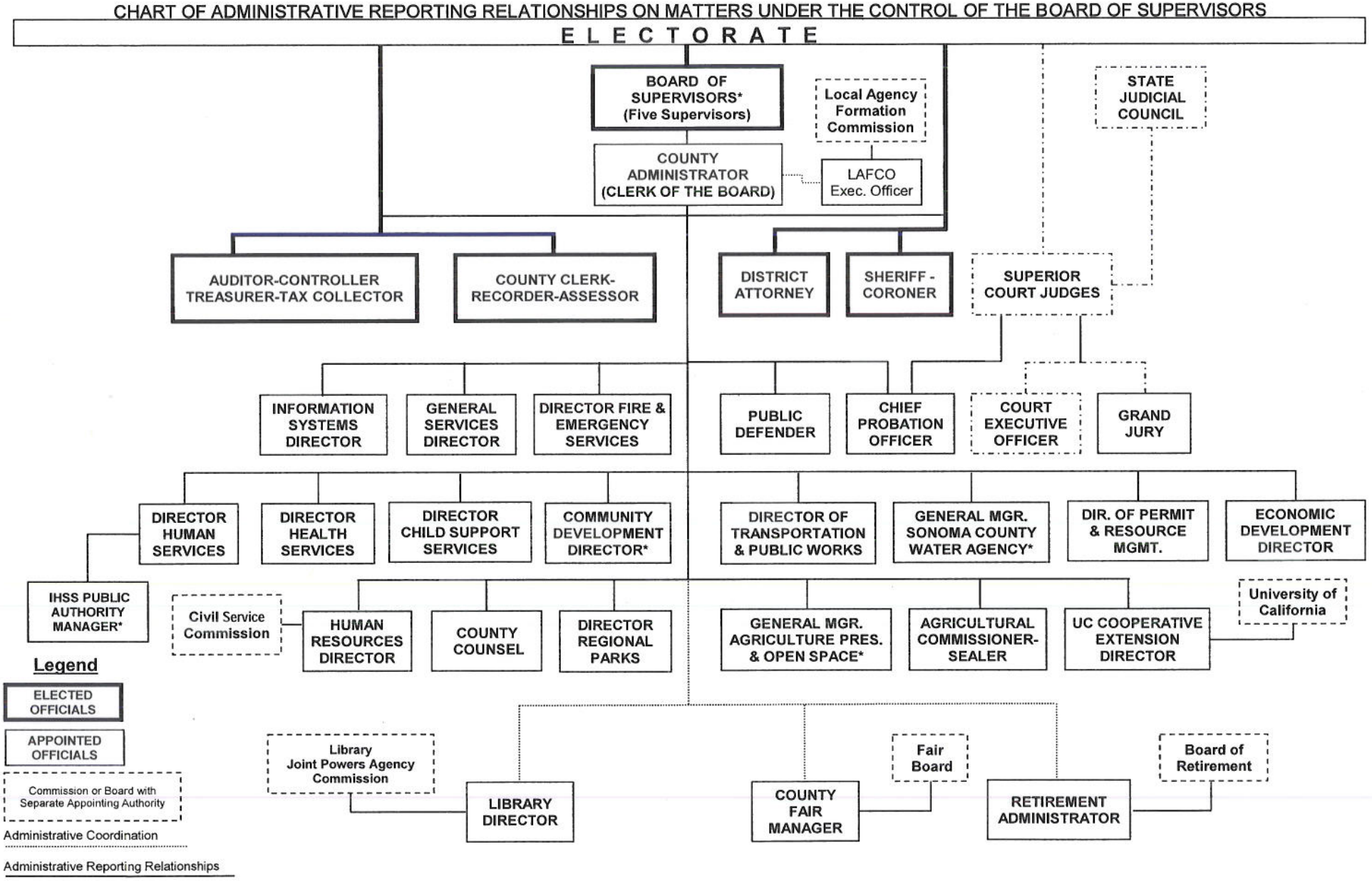
_____
Signature

_____
Title Date

Attachment C

COUNTY OF SONOMA

CHART OF ADMINISTRATIVE REPORTING RELATIONSHIPS ON MATTERS UNDER THE CONTROL OF THE BOARD OF SUPERVISORS



*Board of Supervisors sit as Board of Directors for the Water Agency, Ag Pres Open Space District, and IHSS Public Authority and also Commissioners of the Community Development Commission .

Attachment A

EXHIBIT M

Confidentiality Agreement

I, _____, certify that I am a subcontractor of Neko Industries, Inc. I understand and acknowledge that my work pursuant to an Agreement dated _____ between the County of Sonoma ("County") and Neko Industries, Inc. may involve confidential and/or sensitive information and that I am prohibited from discussing, disclosing, or in any way acknowledging all of the following:

(1) The substance of the work that I perform or any conclusions, recommendations, evaluations, information or work product, with any person or entity outside of the immediate project team; and

(2) The content of any data or information discovered or reviewed in connection with services I render on behalf of Neko Industries, Inc. for the County of Sonoma.

I understand and acknowledge that all documents, data or other information provided by the County are confidential and shall be returned to the County upon completion of the project. I have thoroughly reviewed and am familiar with all Neko Industries, Inc. policies regarding confidentiality and agree to strictly comply with them.

If my contract with Neko Industries, Inc. is terminated or expires, this confidentiality agreement shall survive that termination or expiration and either or both Neko Industries, Inc. or the County, or both of them, may enforce this confidentiality agreement in the Sonoma County Superior Court.

I understand that if I breach this confidentiality agreement, I may be liable for damages, attorney fees, and other legal or equitable remedies.

Dated: _____

Signed:_____

Printed Name:_____

Title:_____

County of Sonoma
ISD
Information Systems Department

John Hartwig
Information Systems Director

May 14, 2014

Ron Hofhenke
NEKO Industries, Inc.
Olympus Corporate Center
3017 Douglas Blvd, Suite 300
Roseville, CA 95661

Re: Contract for Software and Implementation Services for EDMS dated July 14, 2011

Dear Mr. Hofhenke,

The County of Sonoma requests that the Agreement with Neko Industries, Inc. for the provision of Hyland Software and Implementation Services for an Electronic Documents Management System, dated July 14, 2011 through July 13, 2014, be extended for one more year to July 14, 2015. We are requesting this extension in compliance with Section 3.2, "Options to Extend" the agreement and look forward to continue working with you in the coming year.

Sincerely,

John Hartwig

c: James McKenney, ISD Project Manager

Phone (707) 565-2911 • Fax (707) 565-3009
2615 Paulin Drive • Santa Rosa, CA 95403

NEKO Industries Inc.
Olympus Corporate Center
3017 Douglas Blvd. #300
Roseville, CA. 95661
Telephone: (916) 774-7125
Fax: (916) 983-9778

NE30828-08232006-8427-2

NEKO Industries®

December 2, 2014

City of Stockton
Concepcion Gayotin
22 E. Market Street
Stockton, Ca 95202

RE: Extension of OnBase Hosted Imaging Solution Award Dates: April 1, 2015 through March 31, 2016.

NEKO Industries hereby agrees to extend agreement for an additional year of Hosted Imaging Services for the City of Stockton, honoring the terms, of previously awarded contract by bid: Contract NE30828-08232006-8427-1. (Please see previously executed contract attached).

Contract is being extended per mutual agreement as set forth in NE30828-08232006-8427-2.

Please find attached:

a) 2015 Hosted Solution Attachment renewal Signature -- NE30828-08232006-8427-3
b) 2015 Online Hosted Monthly Pricing Attachment -- NE30828-08232006-8427-4.
c) 2015 Online Hosted Pricing options -- NE30828-08232006-8427-5.
d) NEKO Industries Certificate of Liability Insurance. (Separate Attachment).

Please call me at 916-774-7125 with any other needed information.

Regards,

Ronald J. Hofhenke
Partner
NEKO Industries Inc.

ONBASE ONLINE HOSTED SOLUTION ATTACHMENT

1. ONBASE ONLINE HOSTED SOLUTION AGREEMENT BETWEEN NEKO INDUSTRIES INC. AND CITY OF STOCKTON, CALIFORNIA DATED November 6th, 2006 ("Agreement"). Capitalized terms used in this Hosted Solution Attachment and not defined in this Hosted Solution Attachment are used herein with the same meanings as such terms have under the Agreement.

2. HOSTED SOLUTION:
   a. Summary Description: City-wide Document Management System
   b. OnBase Software:

Product Description	Product Code	QTY
Multi-User License	OBIPW1	1
Web Server	WTIPW1	1
Document Import Processor	DPIPW1	1
Disconnected Scanning Module	DSIPIW1	1
Disconnected Scanning Module	DSIPIW2	12
Concurrent Client	CTIPC1	40
Application Enabler	AEIPI1	1
Kofax Integration	KFIPI1	1
GroupWise Integration	GPWW1	1

   c. Standard storage capacity: seventy-one (71) gigabytes. Customer may purchase additional storage capacity for Additional Storage Charges as agreed upon with the Authorized Solution Provider.

3. BACKSTOP SERVICES
   - Database Backup Validation and Backup Storage Services (Quarterly)

4. TERM OF USE OF HOSTED SOLUTION:

Subject to early termination of the Agreement in accordance with Section 10 thereof this Hosted Solution Attachment will have a term of one (1) year(s); and (if not terminated earlier) this Hosted Solution Attachment shall expire at the end of such term. The parties may upon mutually agreement, enter into a new Hosted Solution Attachment or extend the term of this Hosted Solution Attachment.

IN WITNESS WHEREOF, the parties have duly executed this Hosted Solution Attachment Extension Term on the respective dates set forth below.

CITY OF STOCKTON, CALIFORNIA

By: _____

_____
Print Name

_____
Title

_____
Date

NEKO INDUSTRIES INC.

By: R. J. Hofhenke

Ronald J. Hofhenke
Print Name

Partner
Title

December 2, 2014
Date

Contract #:NE3028-08232006-8427-4

City of Stockton Hosted Imaging System Pricing Attachment

Date 12/2/2014
Quote

3017 Douglas Blvd. Suite 300
Roseville, CA. 95661
(916) 774-7125

B	City of Stockton	S	City of Stockton IT
I		H	Attn:PO
L	Attn: Barbara Vigil	I	Attn:PO Barbara Vigil
L	400 E. Main Street, 4th Floor	P	400 E. Main Street, 4th Floor
	Stockton, CA. 95202		Stockton, CA. 95202
T		T	
O	209-937-8082	O	209-937-8554

Ord No	Order Date	Customer Number	Imaging Specialist	Purchase Order No.
			Ronald J. Hofhenke	

QTY	Item Number	Imaging System Description	List Price	Price	Ext. Price
		Contract Period: 4-1-15 through 3-31-16			
		Billed Monthly in arrears			
		Billing Period: 4-1-15 to 4-30-15			
		Account #: 502-7450-670.20-65			
		Last Year (2012) reference= 167853			
		Imaging Hosting Costs -- Monthly			
		A: BASE CHARGES (Split by Department)			
1	Hardware	#1: OBOL Monthly Hardware & Networking Base Charge 3%		4,439.40	$ 4,439.40
1	Subscription	#2: OBOL Monthly Software Subscription Price 4%		$5,536	$ 5,536.00
1	Storage	#3a:Harddrive Storage		51.60	$ 51.60
1	Administration	#4: OBOL Administration 1%		1,284.00	$ 1,284.00
1	Support	Monthly Webex Support - NEKO			$ 1,625.00
1070	Storage	#3b: Total Storage GB @ 2.00 per Gigabyte (Primary and Secondary)		2.00	$ 2,140.00
		Optical Backup Costs -- Monthly			
501	Opt-backup	Add Optical backup to COS Monthly OBOL Based on storage per Gig. All data written to WORM storage This includes all hardware maintenance, platter etc.		$6.00	$3,006.00
1	Special	Department Add: City Clerk		$ 475.00	$ 475.00
			Subtotal		$18,557.00
			Tax	8.00%	n/a
			TOTAL		$18,557.00

City of Stockton EDM Online

Getting Started with City of Stockton Imaging System

Presented

March 1, 2015

NE3028-08232006-8427-5

Presented by

NEKO Industries, Inc.
3017 Douglas Blvd #300
Roseville, CA 95661
Tel: 916-774-7125

COS EDM Online:

Mission Statement

Provide customers a 'fast track' way of getting images 'online' and provide an industry-strength application that can manage all scanned images and electronic documents. Provide a system that has state-of-the-art disaster recovery and security mechanisms built in.

Goals and Objectives

To work together as a cohesive unit and be to be easy to do business with. To establish testing procedures before implementation and review procedures after implementations the experience continues to be enhanced and return on investment is accelerated for COS customers.

Executive Summary

Customers are becoming increasingly conscious of the benefits and costs associated with document management solutions and are savvier as to their options for deploying these solutions. In an effort to give customers the benefits of these solutions with limited "up front" costs, Hyland Software has created a hosted OnBase environment, named OnBase OnLine (OBOL).

OnBase Online is a hosted deployment of Hyland's OnBase® Information Management System software (OnBase). In this deployment, OnBase resides on servers hosted by Hyland Software, Inc., with customer access occurring through secure Internet access to the OnBase software and customer data.

The City of Stockton (COS) has contracted with NEKO Industries Inc. to create an Online Hosted environment for Imaging and Document Management. This includes implementing a browser-based imaging system quickly and efficiently along with full disaster recovery and support. Data redundancy, security and index models will all adhere to COS standards. Additionally, NEKO will deliver a full and tested conversion tool for departments for all images stored.

In short, the departments of the City of Stockton, will be able to get 'online' with their images whether the images are scanned locally, outsourced or imported electronically. The imaging system implemented by NEKO Industries Inc., will have all of the design and functionality of a full enterprise-wide imaging system.

The proposed solution is an Enterprise Document Management system offered by Hyland Software, one of the best known leaders in the EDM industry. According to DocuLabs,

> "Hyland OnBase, with its breadth and depth of capabilities and unified platform, provides one of the most flexible and intuitive EDMS solutions available in the market today."

"If some of our other software worked half as well as OnBase, my role as director of IT would be painless."

John Neidert,
Wayne Homes

As for design and integration, NEKO is somewhat unique in its position. We are 100% focused on the design, implementation and support of document management technology and its seamless integration into the work practices of our customers. Not being distracted by other technologies, we can offer our customers a solution provider that really understands the issues and options for Document Management. In addition, NEKO Industries is local to the area for over 14 years providing EDMS solutions to Central and Northern California colleges, cities, counties and corporate customers. NEKO Industries Inc. is one of the few companies that have been awarded contracts on the State of California MSA since its inception.

Benefits

NEKO Industries Inc. has worked hard to provide a unique set of differentiators on behalf of COS.

- World Class EDMS in an ASP (Hosted) Model
- Fast Track Implementation of Initial Departments
- Custom Search and Retrieval Interfaces
- Low-cost Department Implementation
- Complete Support for Images Already Scanned or to-be-scanned from Back-file Vendors
- Guaranteed Portability of Images and Indexes
- Manufacturer Executive Sponsorship
- Proven Premium Service and Support Included
- Special Department Pricing concessions to accommodate work and deliverables by EDMS analysis and indexing methodology analysis (ThirdWave and Gladwell Government Systems) COS will have best of all scenarios.
- Solution is one database, one architecture rather than a merging of differently developed technologies
- Latest in hardware server technology, High Availability Up-times, World Class disaster recovery, full telephone support and software upgrades.
- Local VAR in NEKO Industries Inc. that has been providing EDM solutions for 20 years
- An Imaging Implementation Methodology that is proven

Deliverables

- Documents Online with little upfront costs in about 2 weeks
- Documentation on Store and Retrieve Processes
- Full Software Support and Upgrades
- Full Adherence to Indexing methodologies studies under-way at COS
- Full Ability to export your images out of the system if needed
- Full IT support with latest disaster recovery and security implemented

COS EDM Online:

How do I get started? Implementation of Imaging in Your Department

I. **Contact your COS Imaging team** to indicate your interest….even if it is just for a demonstration. They will set a schedule for you to visit with NEKO Industries Inc. for a free consultation.

II. Department Document Inventory Review
NEKO will review workflows done in EDMS study as they relate to each department and create an implementation template. NEKO will then schedule a proof of concept for customer review and testing training to arm the department with the tools to properly test the proof of concept.

III. Proof of Concept and Preliminary Sign-off

IV. Testing Training
Department testing and review in this step. Scanning or Backfile Scanning is tested in this step as well. Department will give feedback on required changes.

V. Department Training
Department is ready to go, so formal on-site training takes place and documentation is delivered

VI. Department Go-Live Date
Users are ready to go live.

Sample Department Project Plan

Departmental Requirements	
Complete Document Inventories	Review Analysis already completed
Review Inventories and define security and capture	
Define Document Stores	
Define Indices	
Define Security	
Define Capture	
Document Configuration	
Approve Above Configuration	
Departmental Install	
Install Scanners / Implement Backfile	
Install Capture software	
Install EDMS	
Configure Capture	
Conduct Departmental initial test (Proof of Concept)	
Schedule Departmental Training	
Departmental Documentation	
Departmental Testing	
Conduct Departmental Training	
Department Testing	
1:1 follow-up training	
Conduct Acceptance test	
Clean System of test data	
Go Live	
Review with Team	

This process is one that out goal is to be implemented in two weeks to begin production scanning or begin back-file scanning.

Key points to this process are the ability of the department to have a week of testing on their documents prior to proceeding forward.

NEKO / OnBase On-Line 2015/2016 / ASP Model Pricing / cos.onbaseonline.com
Department Pricing Information

Adding New Departments Costs

NEKO services required (Quote for departments):

- Configuration
- Process administration
- Importation of documents - scanning, indexing.
- How much storage is needed
- Workflow consulting and management.
- Training and ongoing support

Base Install Fees:

Estimated ASP Online services required for adding a new Department. (no scanner)

- Training – 1/2 days: $ 485.00 (2 hrs user training, 2 hrs scan and index training)
- New Department analysis and configuration of database, document types, keywords, etc.: $5,150.00 (Based on estimated average of 27 hours of work)
- Database Integration for Index Automation 995.00 (H.T.E., SQL or Access definitions and Integrations)
- Travel 600.00 (average 2 one-way trips)

Variable Install Fees:

- Initial File Import Charge: $.01 per page imported + applicable services (DIP definition, indexing, etc); quote required for actual pricing.
- Scanner Purchase: (1k-4k)
- Scanning Software Purchase: (200-3300. Most are OnBase scanning which is 200)
- Additional Users Purchase: 96.00 upfront costs, plus a monthly fee.

Monthly Fees:

95.00 per month in concurrent user costs and administration.
100.00 per month in remote scanning costs per department. (Software only, no scanner hardware)

Example 1 Cost of adding a new Department to City Enterprise Imaging.

Typical Example of a Department install with no existing docs to load electronically, assuming one application integrated with imaging, and 5 concurrent users. (Software and service only):

Upfront Costs = 5,635.00 (training and new dept setup)
Database Integration = 995.00 (H.T.E. or Access)
Monthly User Software Costs= 595.00 (adding 5 user licenses)
Monthly User Support/Admin costs = 125.00 per month
Storage Conversion Costs= 2.00 per Gig (updated at end of every month)
Travel= N/C for 2013.

Summary:

I. The typical 5-user department can get imaging implemented for 6630.00 upfront
II. The typical 5-user department monthly hardware,software and maintenance costs would be 595.00 per month plus administration cost.
III. Department Administration costs would be an additional 125.00 per month*
IV. The department would likely have to buy a scanner unless they were getting all docs scanned by a third party or another department.

* Note: This includes full On-site support, Webx support and software upgrades by NEKO Industries Inc. This is a fully outsourced solution of software and hardware and support.

Hosted Server Setup

Two Dedicated Web Servers; Shared Database and File Servers; recurring monthly fee for software and hardware used. Additionally, all documents stored onto Optical Server to satisfy State Standards of document WORM compliance.

- Complete software and hardware
- Complete software and hardware maintenance included
- Complete disaster recovery included
- Secured URL provided
- Pricing includes software usages fees, hosting fees, storage fees and software maintenance (Services and Phone Support NOT included)
- Storage limit is equal to 1 Gigabyte per $1000 of software; additional storage is available at $3 per GB

FAQ's: Frequently Asked Questions

How do I access the software?
OnBase Online is instantly accessible through a connection to the Internet, proper security clearance and an Internet Explorer web browser (Internet Explorer, 7 or greater).

Who owns the software?
As with all software licenses, Hyland Software owns the OnBase Software. Your license fee (either paid upfront or on a monthly subscription basis) gives you the right to use the software.

Who owns the data?
Customers own all of their data. All OnBase Online [customer?] data is archived and can be retrieved upon request.

How secure is my data?
One of the benefits of working with a hosted application is having access to the latest in security technology. Hyland Software and our hosting provider provide the equipment, applications, and expertise to apply the latest practices allowing for superior levels of security, backup, and disaster recovery. Security assurance measures include a three-tier system, which utilizes both physical and virtual barriers. Security measures are in place at all levels of service: security for the network firewall, application security, customer security, and user security.

What happens if a server goes down?
The hosting site infrastructure has automatic backups in place. The entire infrastructure, from Internet backbone connections, to redundant power feeds and generators, to full redundancy on hardware, is designed to be fault tolerant to deliver nearly 100%.

Can I move data between existing applications and OnBase Online?
Yes. OnBase Online can be integrated with your existing enterprise business systems through a standard communication protocol, or by using the Application Enabler Module.

Other applications that reside on your personal computer or that are custom developed may require more specific solutions.

Are there any additional software and hardware costs?
Subscription fees are for the base applications and the equipment. If you require dedicated equipment, additional modules, additional training or custom integration, those fees would be priced separately.

Who provides training?
OnBase training and ongoing support is provided by your authorized OnBase Reseller, or by Hyland Software. Configuration and training for your staff is included as part of the up front implementation fee. Client training and follow-up training can all be arranged. Those fees would be priced separately.

Ok, I'm in, so does this mean we do not need the Indexing Study going around now?
They go hand in hand. Your Indexing Study is crucial for Enterprise success and NEKO will work to make sure this is replicated in the Imaging System.

I'm all setup, I love imaging. I need a new document type added, how much?
You are covered. Simply call your imaging team to make a request.

Who do I call to get started?
Call IT at City of Stockton. He will put you in touch with NEKO Industries Inc. for an on-site consultation and/or a proof of concept showing your documents and document flow in the new imaging system.

How long will a typical installation take till I can start retrieving images?
About 2 weeks per department.

Who do I call for support?
You may call NEKO Industries Inc. @ 916-774-7125 and ask for service. All escalations or other questions will be directed to Ron Hofhenke at the same number and email address: rjh@nekoind.com.

TO OPEN A SUPPORT TICKET VIA EMAIL:
CUSTOMERSUPPORT@NEKOIND.COM

12.4 15-1547 APPROVAL OF CITY COUNCIL MINUTES

Recommended Action: RECOMMENDATION

Approve the minutes of September 23, 2014, December 16, 2014, and January 27, 2015 City Council meetings.

Department: City Clerk

Attachments: 2014-09-23 Council

2014-12-16 Council

2015-01-27 Council

City of Stockton

Legislation Text

File #: 15-1547, Version: 1

APPROVAL OF CITY COUNCIL MINUTES

RECOMMENDATION

Approve the minutes of September 23, 2014, December 16, 2014, and January 27, 2015 City Council meetings.

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY CONCURRENT MEETING OF SEPTEMBER 23, 2014

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton, California

1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:01 PM)

Roll Call
Present:
Dyane Burgos Medina
Elbert Holman
Katherine Miller
Michael Tubbs
Moses Zapien
Anthony Silva
Absent:
Paul Canepa.

Vice Mayor Canepa arrived to Closed Session at 4:02 p.m.

2. ADDITIONS TO CLOSED SESSION AGENDA

None.

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 14-0866 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

3.2 14-0874 CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

3.3 14-1072 CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: One Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(c).

4. PUBLIC COMMENT*

None.

5. RECESS TO CLOSED SESSION

The Council recessed to Closed Session at 4:02 p.m. The Council returned from Closed Session and recessed at 4:55 p.m.

6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:32 PM)

Roll Call
Present:
Dyane Burgos Medina
Elbert Holman
Katherine Miller
Michael Tubbs
Moses Zapien
Paul Canepa
Anthony Silva

7. INVOCATION/PLEDGE TO FLAG

The invocation was led by Dave Cicileo of Restore Stockton. The Pledge of Allegiance was led by Vice Mayor Canepa.

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney John Luebberke announced that there was no reportable action taken this evening.

9. ADDITIONS TO REGULAR SESSION AGENDA**

None.

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

10.1 PROCLAMATION : Stockton History Month;

RECIPIENT: Denise Jefferson

Denise Jefferson - thanked council; spoke to Stockton history month events

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

LaCresia Hawkins representing Racial and Ethnic Approaches to Community Health (REACH) - spoke to programs created in efforts raise awareness on community health (document filed)

REACH Certificate Presented to City of Stockton

Document Filed - REACH Toolkit

James Young - would like to volunteer to help the Mayor at the Spooktacular Movie event on October 10th; he would like to volunteer at City Hall; is hopeful to get a job at the downtown movie theater

Martha Pulido - would like speed bumps installed near Rosa Park Elementary school

Sarah Williams - shared her concern for the mosaic murals from the former Police call center located in north Stockton

Bob Appler - invited the community the re-dedication of the Veteran's Memorial at the Civic Auditorium on Saturday, October 11th 1:00 p.m. (document filed)

Document Filed by Bob Appler

Ahmed Salim - expressed dedication towards improving the conditions of the public libraries

Community Partnership for Families - spoke to the success of events provided to the community; invited community to Voice for Change event on November 1, 2014 from 5-8 p.m. at the University Park Gymnasium

Luz Sauceda - spoke to the success of youth and adult sports activities in south Stockton

Sergio Quiroz - spoke in favor of supporting the Merlo Gym; spoke in support of Community Partnership

Tocan Nguyen - spoke to agenda item 12.5; opposed Partnership for Families; shared political views

12. CONSENT AGENDA

Approve the consent agenda with a single vote.

Moved by: Katherine Miller, seconded by Michael Tubbs.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.1 14-0766 ADOPT AMENDMENT OF THE "THROUGH STREET SCHEDULE" TO ADD B STREET FROM WEBER AVENUE TO MARKET STREET AND B STREET FROM HAZELTON AVENUE TO SCOTTS AVENUE; AND ADOPT AMENDMENT OF THE "STOP CONTROLLED INTERSECTION SCHEDULE - SECTION: B" TO MATCH CURRENT FIELD CONDITIONS

Resolution 2014-09-23-1201-01 authorizing an amendment of the "Through Street Schedule", pursuant to Stockton Municipal Code (SMC) Section 10.04.260 and California Vehicle Code (CVC) Section 21354, to add B Street from Weber Avenue to Market Street, and B Street from Hazelton Avenue to Scotts Avenue.

Resolution 2014-09-23-1201-02 authorizing an amendment to the "Stop Controlled Intersection Schedule", pursuant to SMC Section 10.04.280 and CVC Sections 21351.5 and 21354, to delete 18 intersections from this schedule to match current field conditions.

Legislation Text

Attachment A - Vicinity Map - B Street

Proposed Resolution - Amend Through Street Schedule

Exhibit 1 - Through Street Schedule

Proposed Resolution - Amend Stop Controlled Schedule

Exhibit 1 - Stop Controlled Intersection Schedule

Approved Resolution 2014-09-23-1201-01

Approved Resolution 2014-09-23-1201-02

12.2 14-0972 APPROVE AN AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH BLACK AND VEATCH CORPORATION FOR THE PHASE 1 EVALUATION OF THE CITY OF STOCKTON'S COGENERATION FACILITY

Motion 2014-09-23-1202 authorizing the City Manager to execute an Amendment to Professional Services Master Contract for Design, Geotechnical Testing, Plan Review, and Surveying Services with Black and Veatch Corporation of Rancho Cordova in

the amount of $88,600 to perform a Phase 1 evaluation of the City of Stockton Cogeneration Facility.

Legislation Text

Attachment A - Amendment to Professional Services Master Contract - Cogeneration Facility

12.3 14-0978 RESTORATION WORK AT STEWART-EBERHARDT BUILDING (SEB)

Motion 2014-09-23-1203 approving findings and payment in the amount of $216,053.38 to Belfor USA Group, Inc. for remediation and restoration work at the Stewart-Eberhardt Building(SEB) for water damage caused by a ruptured water tank of February 1, 2014

Legislation Text

Attachment A - Final Invoice - Restoration Work at SEB

12.4 14-0992 ADOPTION OF A RECOGNIZED OBLIGATION PAYMENT SCHEDULE

SRD Resolution 2014-09-23-1204 adopting the Recognized Obligation Payment Schedule ("ROPS") for the period of January 1, 2015 through June 30, 2015, (Exhibit 1 to the Resolution) as required under Health and Safety Code Section 34177 (m).

Legislation Text

Attachment A - Resolution 11-0251

Attachment B - Resolution SRD 2013-09-24-1503

Attachment C - Resolution 2013-09-24-1503

Attachment D - Resolution SA 2014-06-24-1601

Proposed Resolution - Recognized Obligation Payment Schedule July-December

Exhibit 1 - ROPS 14-15B

Approved Resolution SRD 2014-09-23-1204

12.5 14-0998 AUTHORIZE AN AGREEMENT WITH BAE URBAN ECONOMICS, INC. FOR THE PREPARATION OF THE 2015-2020 CONSOLIDATED PLAN FOR THE CITY OF STOCKTON

Motion 2014-09-23-1205

1. Approving the execution of an agreement with BAE Urban Economics, Inc. in an amount not to

exceed $73,000 for the preparation of the 2015-2020 Consolidated Plan for the City of Stockton; and

2. Authorizing the City Manager, or his designee, to take necessary and appropriate actions to
carry out the purpose and intent of the motion.

Legislation Text

Attachment A - Professional Services Agreement

12.6 14-1000 MOTION APPROVING AND ACCEPTING PUBLIC ART FOR STUART GIBBONS PARK

Motion 2014-09-23-1206 approving the Public Art Advisory Committee recommendation to accept a gift of public art installed in the spring of 2014 at Stuart Gibbons Park and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Legislation Text

Attachment A - Gibbons Park Mural

12.7 14-1004 WATER DAMAGE RESTORATION WORK AT CITY HALL

Motion 2014-09-23-1207 approving findings and payment in the amount of $47,205.58 to Servpro of Stockton for remediation and restoration work in the City Hall basement for water damage caused by heavy rainfall and inadequate drainage on April 25, 2014.

Legislation Text

Attachment A - Purchase Order 185447 - Restoration Work at City Hall

Attachment B - Final Invoice from Servpro of Stockton

12.8 14-1023 APPROVE MAYORAL APPOINTMENTS TO THE HANDICAPPED ACCESS BOARD OF APPEALS

Motion 2014-09-23-1208 affirming the Mayoral Appointments to the Handicapped Access Board of Appeals.

Legislation Text

Attachment A - Applications

12.9 14-1025 ADOPT A RESOLUTION TO DECLARE A STAGE 1 WATER SHORTAGE

EMERGENCY

Resolution 2014-09-23-1209 declaring a Stage 1 Water Shortage Emergency in response to the Governor's Proclamation declaring a State of Emergency to exist in California due to severe drought conditions and the issuance of the State Water Resources Control Board Resolution resolving water suppliers increase their conservation measures and strategies for the foreseeable future.

Legislation Text

Attachment A - Governors Proclamation of a State of Emergency 1-17-2014

Attachment B - State Water Resources Control Board Resolution 2014-0038

Proposed Resolution - Water Shortage Emergency Resolution 2014

Approved Resolution 2014-09-23-1209

12.10 14-1030 APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES MASTER AGREEMENT WITH ROBERTSON-BRYAN, INC. TO SUPPORT PREPARATION OF TECHNICAL REPORTS FOR THE REGIONAL WATER QUALITY CONTROL BOARD

Motion 2014-09-23-1210 approving an amendment to the Professional Services Master Agreement with Robertson-Bryan, Inc. of Sacramento in the amount of $79,138 to help prepare technical reports and provide other services as required under the new National Pollutant Discharge Elimination System Permit for the Regional Wastewater Control Facility (Attachment A - Amendment to Master Services agreement with Robertson-Bryan, Inc.).

Legislation Text

Attachment A - RBI Contract Amendment

12.11 14-1031 AUTHORIZE AN AGREEMENT WITH CALIFORNIA WATER/WASTEWATER AGENCY RESPONSE NETWORK (CalWARN)

Motion 2014-09-23-1211 authorizing the City Manager to execute the California Water/Wastewater Agency Response Network (CalWARN) 2007 Omnibus Mutual Assistance Agreement with the California Office of Emergency Services, the Department of Water Resources (DWR), the Department of Public Health and the California Utilities Emergency Association (CEUA) to facilitate and encourage mutual assistance agreements between water agencies (Attachment A - CalWARN Agreement).

Legislation Text

Attachment A - CalWARN Agreement

12.12 14-1075 APPROVAL OF CITY COUNCIL MINUTES

Motion 2014-09-23-1212 approving the City Council minutes of the September 9, 2014 City Council meeting.

Legislation Text

2014-09-09 City Council minutes

13. ADMINISTRATIVE MATTERS

None.

14. UNFINISHED BUSINESS

None.

15. NEW BUSINESS

15.1 14-0964 PUBLIC MEETING: STOCKTON TOURISM BUSINESS IMPROVEMENT DISTRICT RENEWAL

No action required.

Legislation Text

Attachment A - Resolution 10-0407

Attachment B - Resolution 2014-09-09-1202

Attachment C - Management District Program

Powerpoint Presentation

Gary Malloy - noted obligation to provide public reporting regarding operational expenses; requested a report at next meeting; delinquent hotel payments

Wes Rhea - updated the City Council on upcoming reporting timeline; noted that annual reports are available online

15.2 14-1053 PROCEDURES FOR FILLING CITY COUNCIL VACANCY - DISTRICT 2

Legislation Text

Attachment A - Procedures for Filing a City Council Vacancy

Attachment B - Application for City Council Appointment

Approve **Motion 2014-09-23-1502** accepting the procedures for filling the upcoming vacant District 2 City Council seat with the direction to move the recruitment one week sooner and to include a written portion to the process.

Moved by: Dyane Burgos Medina, seconded by Moses Zapien.

Vote: Motion carried 5-2

Yes: Dyane Burgos Medina, Katherine Miller, Michael Tubbs, Moses Zapien, and Anthony Silva.
No: Elbert Holman, and Paul Canepa.

15.3 14-1068 CITY COUNCIL STRATEGIC TARGET FUND ALLOCATION FOR FY14/15

No action taken. Item tabled pending Study Session to be scheduled in October 2014.

Legislation Text

Attachment A - FY 2014-15 Strategic Work Plan

Attachment B - Proposal Summaries

Powerpoint Presentation

Virginia Gorman - shared concern for the priority of Merlo Gym and the South Side Summit to the City

Nicholas Mueller, San Joaquin County Regional Conservation Corps - spoke to the efforts that the Conservation Corps to clean up the local community; offered a potential partnership with the City of Stockton

David Childs, Community Partnership - spoke in support of the Merlo Gym

Fred Sheil - advocated for the Reinvent South Stockton summit program and Merlo Gym

Robina Asgher - spoke in support of Reinvent South Stockton Summit and Merlo Gym

Reverend Dwight Williams - spoke in favor of supporting the Reinvent South Stockton and Merlo Gym projects

16. HEARINGS***

None.

17. COUNCIL COMMENTS

Vice Mayor Canepa - thanked Stockton Police Officers for efforts in dealing with the

online gaming parlors; inquired about water conservation numbers and library material fines; requested closing the meeting in memory of Chris Schrimpl

Councilmember Holman - attended the 50 year anniversary of Central Methodist Church; 50 year celebration for the Stockton Library; spoke to enhanced library services

Councilmember Burgos Medina - attended the 50 year library celebration; invitation to Adelita Awards event at the Mexican Heritage Center on Saturday September 27, 2014 at 6:00 p.m.

Councilmember Tubbs - thanked Council and staff for hard work

Councilmember Miller - represented Area Flood Control Agency in Washington, DC; wished husband happy 37th anniversary

Councilmember Zapien - spoke to the success of the Record Family Day event; thanked students at Stockton Collegiate School

Mayor Silva - hosting a town hall meeting October 6, 2014 at First Baptist Church; Mayor's Campaign to End Bullying meeting on October 8, 2014 at the Waterfront Hotel; the Mayor's Clergy Lunch October 15, 2014; last movie night at Weber Point October 10 2014; last day to register to vote October 20, 2014; 50th anniversary of library; vintage car show last week; thanked staff for recent Small Business Expo event; upcoming 2x2 meetings; cleanup of McCloud Lake; spoke to the increased the homeless issue

18. ADJOURNMENT (7:56 PM)

In memory of long-time Stocktonian, Chris Schrimpl

INFORMATIONAL ITEMS

1 14-1059 ANNUAL BOARD AND COMMISSION REPORT FOR THE STOCKTON ARTS COMMISSION FOR THE PERIOD COVERING SEPTEMBER 1, 2013 THROUGH AUGUST 31, 2014

Report of Chair Alicia Arong for the 12 month period ending August 31, 2014.

Legislation Text

Stockton Arts Commission Annual Report

Bonnie Paige

BONNIE PAIGE, CMC
CITY CLERK, CITY OF STOCKTON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING OF DECEMBER 16, 2014

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton CA

1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:06 PM)

Roll Call
Present:
Katherine Miller
Michael Tubbs
Moses Zapien
Paul Canepa
Absent:
Dyane Burgos Medina, Elbert Holman, and Anthony Silva.

Councilmember Holman arrived to Closed Session at 4:13 p.m.

2. ADDITIONS TO CLOSED SESSION AGENDA

None.

4. PUBLIC COMMENT*

Tocan Nguyen - shared her personal political views

3. ANNOUNCEMENT OF CLOSED SESSION

3.1

14-0872 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the

Government Code.

3.2 **14-0880 CONFERENCE WITH LABOR NEGOTIATOR**

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit, Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

3.3 **14-1245 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases: One

Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(b).

5. RECESS TO CLOSED SESSION (4:11 PM)

The Council recessed to Closed Session at 4:11 PM. The Council returned from Closed Session and recessed at 4:31 PM.

6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:35 PM)

Roll Call
Present:
Dyane Burgos Medina
Elbert Holman
Katherine Miller
Michael Tubbs
Moses Zapien
Paul Canepa
Anthony Silva

7. INVOCATION/PLEDGE TO FLAG

Councilmember Holman provided the Invocation. The Pledge of Allegiance was led by Vice Mayor Canepa.

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney John M. Luebberke announced that there was no reportable action taken during Closed Session this evening.

9. ADDITIONS TO REGULAR SESSION AGENDA**

None.

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

10.1 - Mayor Silva presented plaque to Sal Ramirez thanking him for his service

10.2 - Mayor Silva presented Glenn Jose with a birthday gift

10.3 - Certificate of Recognition - California Girls State Program
Recipients : Alisha Hernandez, Adriana Juarez, Serina Cadena

10.4 - Council Presentations - Mayor Silva presented Councilmembers Burgos Medina, Miller and Canepa with plaques thanking them for their service to the City of Stockton

10.5 - Gary Prost, Field Representative for Honorable Jerry McNerney presented Councilmembers Burgos Medina, Canepa, and Miller with a Special Congressional Recognition for their hard work and dedication to the City

10.6 - Stephen Qualls, League of California Cities - presented Councilmember Miller with a plaque for her dedication to the Board of Directors of the League of California Cities

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

Gene Bigler - representing Joaquin Magazine, currently seeking support for Joaquin Magazine; Joaquin Magazine is selling Mexican Revolution Heritage calendars

Tino Adame, Karl Ross Post - noted involvement within the community; requested support for the 4th of July parade

Ramiro Reyes - expressed his concern regarding homeless children sleeping in the streets

Vincent Sayles - shared his religious beliefs

David Bregante - spoke to the appointment of citizens to the Charter Review Advisory Commission

Linda McCoy - expressed concern regarding the big rig trucks that park along Anderson Street

Mark Stebbins - spoke to business regulations; pedicabs; opposed regulating businesses stating that in his opinion that it would deter business

David Renison - thanked outgoing Councilmembers for service

Cynthia Gail Boyd - spoke to police involvement and discipline

Bobby Bivens - thanked Mayor and Council for contributions to National Association for the Advancement of Colored People fund raiser; presented awards to City Manager, Kurt Wilson; spoke to police force make up

Velma Harrell - requested supervised visits for her great grandson

Kathleen Gapusan - shared her concern regarding Councilmember conduct

James Young - wished outgoing Councilmembers well and said he would miss them

Tocan Nguyen - shared political views; homeless issues

12. CONSENT AGENDA

Approve the Consent Agenda with a single vote save items 12.1, 12.2, 12.4, 12.11, and 12.14 which were considered separately.

Moved by: Dyane Burgos Medina, seconded by Michael Tubbs.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.1 14-1170 MID-YEAR APPROPRIATION AND AWARD A SERVICE CONTRACT TO WEST COAST ARBORISTS, INC. FOR THE WESTON RANCH TREE TRIMMING, PROJECT NO. PW 14-34

Legislation Text

Attachment A - Vicinity Map Weston Ranch Tree Trimming

Attachment B - Service Contract Weston Ranch Tree Trimming

Proposed Resolution - Weston Ranch Tree Trimming

Approved Resolution 2014-12-16-1201

Approve **Resolution 2014-12-16-1201** authorizing the City Manager to make a mid-year appropriation from Stockton Consolidated Landscape Maintenance Assessment District No. 96-2 (the District), Zone B-2, Weston Ranch, Reserve for Continuing Appropriations, to Zone B-2, Maintenance and Repair Services.

Approve **Motion 2014-12-16-1201** adopting plans and specifications, and authorizing the City Manager to execute a Service Contract with West Coast Arborists, Inc., of Stockton, CA, in the amount of $92,926, for the Weston Ranch Tree Trimming, Project No. PW 14-34.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion and

resolution.

Moved by: Michael Tubbs, seconded by Moses Zapien.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.2 **14-1184 AWARD A CONTRACT FOR PARKING MANAGEMENT AND OPERATIONS AS PART OF BANKRUPTCY NEGOTIATIONS AND SETTLEMENT AGREEMENT**

Legislation Text

Attachment A - RFP PUR 14-026

Attachment B - Boundary Map Downtown Parking District

Attachment C - Management Agreement

Attachment D - Resolution 2013-12-17-1209

Approve **Motion PA 2014-12-16-1202**:

1. Approving an agreement between the Parking Authority and SP Plus Corporation for Parking Management and Operations services in the Downtown Parking District; and

2. Authorizing the Executive Director to take all appropriate actions to carry out the purpose and intent of this motion.

Moved by: Michael Tubbs, seconded by Paul Canepa.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.3 **14-1202 APPROVE AMENDMENT TO PROFESSIONAL SERVICES MASTER CONTRACT WITH SIEGFRIED ENGINEERING, INC. FOR THE DESIGN OF THE 2015 SANITARY SEWER REHABILITATION, PROJECT NO. M15005**

Motion 2014-12-16-1203 authorizing the City Manager to execute an Amendment to Professional Services Master Contract with Siegfried Engineering, Inc., of Stockton, CA, in the amount of $49,900, to prepare plans and specifications for the 2015 Sanitary Sewer Rehabilitation project.

It is further recommended that the motion authorize the City Manager to take appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Vicinity Map - 2015 Sanitary Sewer Rehab

Attachment B - Amendment with Siegfried Engineering

12.4 **14-1229 MOTION APPROVING AND ACCEPTING PUBLIC ART FOR MCKINLEY PARK COMMUNITY CENTER WALL**

Legislation Text

Attachment A - McKinley Mural Design

Approve **Motion 2014-12-16-1204** approving the Public Art Advisory Committee (PAAC) recommendation to accept a gift of public art installed at McKinley Park Community Center wall and authorizing the City Manager to take appropriate actions to carry out the purpose and intent of the motion.

Moved by: Michael Tubbs, seconded by Paul Canepa.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.5 **14-1230 APPROVE FINDINGS JUSTIFYING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS TO ALLOW SMG TO ENTER INTO A CONTRACT WITH AMERICAN CHILLER SERVICES IN THE AMOUNT OF $58,000 FOR THE REPAIR AND REBUILD OF ONE OF THE TWO CHILLERS AT THE STOCKTON ARENA**

Motion 2014-12-16-1205 approving the findings which support and justify an exception to the competitive bidding process to allow SMG to enter into a contract with American Chiller Services in the amount of $58,000 for the rebuild and repair of one of two chillers at the Stockton Arena as approved in the 2014-2019 Capital Improvement Plan.

Legislation Text

12.6 **14-1231 APPROVE FINDINGS JUSTIFYING AN EXCEPTION TO THE COMPETITIVE BIDDING PROCESS AND ALLOW SMG TO ENTER INTO CONTRACTS WITH VENDORS NOT TO EXCEED $236,000 FOR THE PURCHASE OF POINT-OF-SALE SYSTEMS AND RELATED COMPONENTS FOR SMG STOCKTON ENTERTAINMENT VENUES**

Motion 2014-12-16-1206 approving the findings for an exception to the competitive bidding process to allow SMG to enter into contracts with vendors for a total amount not to exceed $236,000 for purchase of Point-of-Sale Systems (POS) and related components for three of the four Stockton entertainment venues operated by SMG.

Legislation Text

12.7 **14-1232 ADOPT A MOTION REAPPOINTING GARY PUTNAM AND DAVID HARRINGTON TO THE PUBLIC ART ADVISORY COMMITTEE**

Motion 2014-12-16-1207 reappointing Gary Putnam and David Harrington to the Public Art Advisory Committee as recommended by the Stockton Arts Commission with terms that will begin on January 1, 2015, and end December 31, 2017.

Legislation Text

Attachment A - Candidate Applications

12.8 **14-1239 ADOPT A MOTION TO APPOINT DONNA ARMSTRONG AND CRAIG VINCENT TO THE STOCKTON ARTS COMMISSION**

Motion 2014-12-16-1208 appointing Donna Armstrong and Craig Vincent to the Stockton Arts Commission.

Legislation Text

Attachment A - SAC Applications Redacted

12.9 **14-1240 APPROVE CONSTRUCTION CONTRACT WITH MCI ENGINEERING, INC. FOR THE 2014 ON-CALL LARGE DIAMETER SEWER REPAIR SERVICES PROJECT - RE-BID**

Motion 2014-12-16-1209 approving the specifications, and authorizing the City Manager to execute a construction contract with MCI Engineering, Inc. of Stockton, in the amount of $1,118,450 for the 2014 On-Call Large Diameter Sewer Repair Services Project - Re-Bid.

Legislation Text

Attachment A - Contract Sewer Repair Services

12.10 **14-1241 APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES MASTER AGREEMENT WITH ROBERTSON-BRYAN, INC FOR WASTEWATER DISCHARGE PERMIT COMPLIANCE AND PROGRAM SUPPORT SERVICES**

Motion 2014-12-16-1210 authorizing the City Manager to execute an Amendment to the Professional Services Master Agreement with Robertson-Bryan, Inc. to provide National Pollutant Discharge Elimination System (NPDES) Wastewater Discharge Permit compliance and program support services in the amount of $2,126,941 for the length of the permit with possible annual extensions until new permit issuance in 2019.

Legislation Text

Attachment A - RBI Contract Amendment

12.11 **14-1243 APPROVAL OF LOANS TO VISIONARY HOME BUILDERS FOR THE GRAND VIEW VILLAGE PROJECT**

Legislation Text

Attachment A - Vicinity Map

Attachment B - Conceptual Plan

Attachment C - Miner Avenue Streetscape

Attachment D - Loan Agreement

Proposed Resolution Grand View Village

Approved Resolution 2014-12-16-1211

Adopt **Resolution 2014-12-16-1211**:

1. Approving a $330,000 Community Development Block Grant (CDBG) loan to Visionary Home Builders of California (Visionary) for the purpose of acquiring property located at 228 and 240 North Hunter Street for development of the Grand View Village affordable housing project;

2. Approving a $137,547 Community Housing Development Organization (CHDO) predevelopment loan through the HOME Investment Partnerships Program (HOME) for predevelopment costs related to the project;

3. Approving the allocation of 100 low-income housing units to the Grand View Village project pursuant to Article XXXIV of the California Constitution; and

4. Authorizing the City Manager, or his designee, to execute all documents and take all necessary and appropriate actions to carry out the purpose and intent of the resolution.

Moved by: Katherine Miller, seconded by Dyane Burgos Medina.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

12.12 **14-1259 APPROVAL OF CITY COUNCIL MINUTES**

Motion 2014-12-16-1212 approving the minutes of October 21, 2014 and November 4, 2014 City Council meetings.

Legislation Text

2014-10-21 City Council Minutes

2014-11-04 City Council Minutes

12.13 **14-1270 NOVEMBER 4, 2014 GENERAL MUNICIPAL ELECTION RESULTS**

Resolution 2014-12-16-1213 accepting the results of the November 4, 2014 General Municipal Election as certified by the San Joaquin County Registrar of Voters.

Legislation Text

Proposed Resolution Certifying 2014 General Election Results

Exhibit 1 - Certificate of Election

Exhibit 2 - Statement of Votes

Approved Resolution 2014-12-16-1213

12.14 **14-1295 CHARTER REVIEW ADVISORY COMMISSION MEMBERSHIP**

Legislation Text

Attachment A - Bivens and Edwards Applications

Proposed Resolution - Appointing Members to the CRAC

This item was tabled for discussion at a later date.

Moved by: Anthony Silva, seconded by Elbert Holman.

Vote: Motion carried 4-3

Yes: Elbert Holman, Moses Zapien, Paul Canepa, and Anthony Silva.
No: Dyane Burgos Medina, Katherine Miller, and Michael Tubbs.

13. ADMINISTRATIVE MATTERS

None.

14. UNFINISHED BUSINESS

None.

15. NEW BUSINESS

15.1 **14-1209 ADOPTION OF AN ORDINANCE AMENDING STOCKTON MUNICIPAL CODE SECTION 10.12.220 REGARDING ACCESS BY**

BICYCLES TO LISTED ZONING DISTRICTS, AMENDING THE TITLES OF THE LISTED ZONING DISTRICTS AND DELINEATING EXEMPTIONS FOR PUBLIC SAFETY BICYCLES AND LAWFULLY OPERATING PEDICABS.

Legislation Text

Attachment A - Ordinance Redlined Version

Proposed Ordinance - Municipal Code Amendment

Approve **Ordinance 2014-12-16-1501** adopting amendments to Stockton Municipal Code section 10.12.220 which would delete obsolete zoning districts and replace them with current zoning districts, clarify access by bicycles and pedicabs to specified areas and provide an exemption for public safety bicycles.

Moved by: Elbert Holman, seconded by Moses Zapien.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

Approved Ordinance 2014-12-16-1501

15.2 **14-1260 ADOPTING THE 2015 STATE AND FEDERAL LEGISLATIVE PROGRAMS**

Legislation Text

Attachment A - 2015 State Legislative Program redline

Attachment B - 2015 Federal Legislative Program redline

Attachment C - 2015 State Legislative Program Final

Attachment D - 2015 Federal Legislative Program

PowerPoint Presentation

Approve **Motion 2014-12-16-1502** adopting the 2015 State and Federal Legislative Programs and authorize the City Manager to pursue the objectives outlined in these programs through advocacy efforts in Sacramento and Washington, D.C.

Moved by: Dyane Burgos Medina, and no seconder required.

Vote: Motion carried 7-0

Yes: Dyane Burgos Medina, Elbert Holman, Katherine Miller, Michael Tubbs, Moses Zapien, Paul Canepa, and Anthony Silva.

16. HEARINGS***

None.

17. COUNCIL COMMENTS

Councilmember Miller - spoke to her time on the Council

Vice Mayor Canepa - spoke to his time on the Council

Councilmember Burgos Medina - spoke to her time on the Council

Councilmember Holman - shared safe and sane New Years Eve celebration information, thanked outgoing Council

Councilmember Tubbs - south Stockton safety meeting; Dec 20th Merlo Gym; community follow up event; thanked outgoing Council

Vice Mayor Canepa - closed the meeting by thanking his family

18. ADJOURNMENT (8:39 PM)

INFORMATIONAL ITEMS

1 14-1227 CURRENTLY RECRUITING FOR VARIOUS BOARDS AND COMMISSIONS

Legislation Text

2 14-1301 CITY OF STOCKTON BOARDS AND COMMISSIONS LOCAL APPOINTMENT LIST FOR CALENDAR YEAR 2015

This notice is given in compliance with the requirements of the Maddy Act, California Government Code Section 54970 et. seq.

Legislation Text

2015 Local Appointments List Maddy Act

Bonnie Paige

BONNIE PAIGE, CMC
CITY CLERK, CITY OF STOCKTON

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PUBLIC FINANCING AUTHORITY/PARKING AUTHORITY CONCURRENT MEETING OF JANUARY 27, 2015

Council Chamber - City Hall, 425 N. El Dorado Street, Stockton CA

1. CLOSED SESSION CALL TO ORDER/ROLL CALL (4:02 PM)

Roll Call
Present:
Christina Fugazi
Elbert Holman
Susan Lofthus
Anthony Silva
Absent:
Michael Tubbs, Moses Zapien, and Daniel Wright.

Councilmember Tubbs arrived to Closed Session at 4:03 p.m.

2. ADDITIONS TO CLOSED SESSION AGENDA

None.

3. ANNOUNCEMENT OF CLOSED SESSION

3.1 14-1340 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Number of Cases: Four

Name of Case: Wells Fargo Bank v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00277662)

Name of Case: Wells Fargo Bank, National Association, as Indenture Trustee v. City of Stockton (San Joaquin County Superior Court Case No. 39-2012-00280741)

Name of Case: In re City of Stockton, California - Debtor (United States Bankruptcy Court, Eastern District of California Case No. 2012-32118)

Name of Case: Richard Price, et al. v. City of Stockton, Redevelopment Agency, et al. (United States District Court, Eastern District Case No. CIV.S-02-0065 LKK JFM)

This Closed Session is authorized pursuant to Section 54956.9(a) of the Government Code.

3.2 14-1341 CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representative: City Manager Kurt Wilson

Employee Organizations: Unrepresented Units, Stockton City Employees' Association, Operating Engineer's Local 3, Mid-Management/Supervisory Level Unit,

Unrepresented Management/Confidential, Law Department, Stockton Police Management Association, Stockton Firefighters Local 456 International Association of Firefighters, Stockton Fire Management, Stockton Police Officers' Association (SPOA)

This Closed Session is authorized pursuant to Section 54957.6(a) of the Government Code.

3.3 **14-1342 CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION**

Number of Cases:Three Based on existing facts and circumstances, there is significant exposure to litigation pursuant to Government Code Section 54956.9(b).

3.4 **15-1391 PUBLIC EMPLOYEE PERFORMANCE EVALUATION:**

City Manager This Closed Session is authorized pursuant to Government Code Section 54957.

4. PUBLIC COMMENT*

Tocan Nguyen - shared her personal political views

5. RECESS TO CLOSED SESSION

The Council recessed to Closed Session at 4:07 p.m. The Council returned from Closed Session and recessed at 5:15 p.m.

6. REGULAR SESSION CALL TO ORDER/ROLL CALL (5:33 PM)

Roll Call
Present:
Christina Fugazi
Elbert Holman
Susan Lofthus
Michael Tubbs
Anthony Silva
Daniel Wright
Absent:
Moses Zapien.

City Clerk announced that Councilmember Zapien is absent due to illness.

7. INVOCATION/PLEDGE TO FLAG

Reverend Dwight Williams provided the Invocation. The Pledge of Allegiance was led by Councilmember Wright.

8. REPORT OF ACTION TAKEN IN CLOSED SESSION

City Attorney John M. Luebberke announced that there was no reportable action taken during Closed Session.

9. ADDITIONS TO REGULAR SESSION AGENDA**

None.

10. PROCLAMATIONS, COMMENDATIONS, OR INVITATIONS

10.01 PROCLAMATION: Honor and Thank

RECIPIENT: Benjamin J. Reddish, Jr.

10.02 PROCLAMATION: H.O.P.E Appreciation Day, January 27, 2015

RECIPIENTS: Glen and Audrey Jose

Glen Jose - thanked the Council, thanked Vice-Mayor Fugazi for participation

10.03 CERTIFICATE OF RECOGNITION: 14 Years of Service and Happy Birthday

RECIPIENT: Shirley Ortiz (Reyes)

10.04 CERTIFICATE OF RECOGNITION: TOYS FOR TOTS

RECIPIENTS: Combat Logistics Battalion 23, Transportation Service Company: Captain Nicole L. Porter, First Sergeant Brian R. Drechsler, Staff Sergeant Kyle J. Bronson, Staff Sergeant Matthew T. Mumper, Staff Sergeant Bryan L. Bradley, Sergeant Donald E. Delasota, Sergeant Cody R. Kimbrell, Sergeant Brandon L. Wilson, Sergeant Troy L. Woodie, Sergeant Joseph L. Meyers, Sergeant Travis J. Menacher, and Sergeant Sean M. Washington

Lisett Valadez, Sharde Norman H.O.P.E., and Arianna Carter H.O.P.E

Staff Sargent Kyle J Bronson - thanked City Council and H.O.P.E, spoke to Toys for Tots history and success.

10.05 PROCLAMATION: For being First African American Teacher in Stockton Unified School District, and Recent Birthday

RECIPIENT: Wilhelmina Henry

12. CONSENT AGENDA

Approve the Consent Agenda with a single vote.

Moved by: Daniel Wright, seconded by Elbert Holman.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

12.1 **14-1266 APPROVE BALANCING CONTRACT CHANGE ORDER NO. 11 WITH KNIFE RIVER CONSTRUCTION FOR THE ARCH ROAD SANITARY SEWER TRUNK LINE, PROJECT NO. M09106**

Motion 2015-01-27-1201 authorizing the City Manager to execute a contract change order in the amount of $55,001.09, with Knife River Construction of Stockton, California, for additional contract work for the Arch Road Sanitary Sewer Trunk Line, Project No. M09106.

Legislation Text

Attachment A - CCO No. 11 - Arch Road Sanitary Sewer Trunk Line

12.2 **14-1271 PARTICIPATION IN THE CALIFORNIAFIRST PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**

Resolution 2015-01-27-1202 related to the City's participation in the CaliforniaFIRST Property Assessed Clean Energy (PACE) Program:

1. Authorizing the California Statewide Communities Development Authority to accept applications from property owners, conduct contractual assessment proceedings, and levy contractual assessments within the Stockton city boundaries, and authorizing related actions.

2. Authorizing the City Manager, or his designee, to execute all documents and take any actions necessary and appropriate to carry out the intent of this resolution.

Legislation Text

Proposed Resolution - CaliforniaFirst PACE Program

Approved Resolution 2015-01-27-1202

12.3 **14-1291 "ONE VOICE" PROJECT PRIORITIES FOR FEDERAL FISCAL YEAR 2015-16**

Motion 2015-01-27-1203 authorizing the submittal of three projects to the San Joaquin Council of Governments (SJCOG) for proposed federal funding as part of the annual "One Voice" trip to Washington, D.C.

It is further recommended that the motion authorize the City Manager to execute associated agreements and undertake any other actions that may be appropriate to accept and receive the funding in the event that the funding requests are successful.

Legislation Text

12.4 **14-1300 MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF STOCKTON AND THE MID-MANAGEMENT/SUPERVISORY LEVEL UNIT (B&C)**

Motion 2015-01-27-1204 adopting the attached Mid-Management/Supervisory Level Unit (B&C) successor Memorandum of Understanding (MOU) effective July 1, 2014 through June 30, 2016. The City Council adoption authorizes the City Manager to execute the MOU and also authorizes the City Manager to take actions appropriate to carry out the implementation of the MOU.

Legislation Text

Attachment A - MOU

Attachment B - MOU redline version

12.5 **14-1307 SALE OF CITY-OWNED PROPERTY LOCATED AT 3120 MONTE DIABLO AVENUE AND A PORTION OF APN 133-060-01, STOCKTON, CA, TO THE STOCKTON ROD AND GUN CLUB**

Resolution 2015-01-27-1205:

1. Authorizing the sale of City-owned property located at 3120 Monte Diablo Avenue and a portion of Assessor Parcel Number (APN)
133-060-01 to the Stockton Rod and Gun Club;

2. Authorizing the City Manager to execute the purchase agreement and any related documents.

Legislation Text

Attachment A - Vicinity Map - Rod & Gun

Attachment B - Aerial Map - Rod & Gun

Proposed Resolution -Rod & Gun

Exhibit 1 - Rod & Gun

Approved Resolution 2015-01-27-1205

12.6 **14-1337 REJECTION OF BIDS IN RESPONSE TO REQUEST FOR PROPOSALS (PUR 10-040, 10-052, 12-016, 12-074, 13-048, 13-054, 14-017, 14-020)**

Motion 2015-01-27-1206 authorizing the City Manager to reject all bids for the following requests for proposals:

Parking Automation Equipment (PUR 10-040), Day Labor Center (PUR 10-052), Quality Assurance Services for Fire Department Medical
Services Tasks (PUR 12-016), Fuel Management System (PUR 12-074), Plumbing Maintenance, Repairs, Modifications and Improvements (PUR 13-048), Painting of the East Channel Street Parking Garage (PUR 13-054), Roof Replacement for Municipal Utility Department buildings (PUR 14-017), and Commercial Pool Service at Multiple Pool Facilities (PUR 14-020).

Legislation Text

12.7 **15-1390 APPOINTMENTS TO CITY COMMITTEES AND COMMISSIONS**

Resolution 2015-01-27-1207 ratifying Councilmember appointments to the Planning Commission and the Measure A Citizens' Advisory Committee.

Legislation Text

Attachment A - Committee Applications

Proposed Resolution - Committee Appointments

Approved Resolution 2015-01-27-1207

11. CITIZENS' COMMENTS, ANNOUNCEMENTS, OR INVITATIONS*

James Young - requested someone come out to trim his tree; expressed desire for a job and to help the city.

Tocan Nguyen - shared personal experience; expressed personal political views

Linda Allman - shared experience with homeless; supported installing portable restrooms

William Maxwell - spoke in support of reopening the Fair Oaks Library; provided update on Stockton Arts Foundation grant awards

Anthony Burgher - spoke in support of Stockton Catholic schools; spoke in support of body cameras for Police and dash cameras in Police cars

Sofia Colon - spoke in support of reopening the Fair Oaks Library

Richard Soto - spoke in support of reopening the Fair Oaks Library

Motecuzoma Sanchez - spoke in support of reopening the Fair Oaks Library

Markis Sosa - spoke in support of reopening the Fair Oaks Library

Gervis Joshua - spoke in support of reopening the Fair Oaks Library

Kathleen Gapusan - spoke in support of reopening the Fair Oaks Library

Daniel Paradiso - spoke in support of reopening the Fair Oaks Library; spoke to Police action

Teresa Smith - spoke to Police brutality

Sarah Hawkins - spoke to Police department issues

Aaron Paradiso - spoke to body cameras on Police officers

Kevin Blanel Sr. - spoke to police department issues

Dionne Smith - spoke to Police brutality; James Rivera

Ramiro Reyes - shared personal story of experience with police

Michael Valleti - spoke to personal experience with police

Anthony Paradiso - spoke against police action

Danielle Paradiso - spoke to personal feelings regarding police officers

James Smith - shared experience from arrest

Darnell - spoke to police action

13. ADMINISTRATIVE MATTERS

None.

14. UNFINISHED BUSINESS

None.

15. NEW BUSINESS

15.1 15-1369 AMENDING THE STOCKTON MUNICIPAL CODE TO REFLECT AMENDMENTS TO THE CITY CHARTER

Legislation Text

Attachment A - June 10 2014 Staff Report

Attachment B - Redline Ordinance Changes Reflecting Charter Amendments

Proposed Ordinance - Amending Chapter 3_68

Proposed Ordinance - Amending Chapter 2_78

Approve **Ordinance 2015-01-27-1501-01** amending Chapter 2.78, Sections 2.78.030 and 2.78.040 of the Stockton Municipal Code relating to the Fire Department

Moved by: Elbert Holman, seconded by Susan Lofthus.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

Approve **Ordinance 2015-01-27-1501-02** amending Chapter 3.68, Articles I and II, Sections 3.68.020, 3.68.040, 3.68.060, 3.69.070, and 3.68.100 of the Stockton Municipal Code relating to the expenditure authority of the City Manager and City contracting and purchasing procedures.

Moved by: Susan Lofthus, seconded by Daniel Wright.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

Legislation Text

Approved Ordinance 2015-01-27-1501-01

Approved Ordinance 2015-01-27-1501-02

16. HEARINGS***

16.1 14-1311 ALLOCATE POSITIONS FOR PARKING ENFORCEMENT AND MANAGEMENT AND APPROVE A REVISED PARKING FUND BUDGET

Legislation Text

Attachment A - Resolution 2013-12-17-1209

Proposed Resolution - Parking Enforcement and Management

Exhibit 1 - FY 2014-15 Revised Parking Budget

Exhibit 2 - Revised Parking Fee Schedule

Proposed Resolution - Parking Authority

Exhibit 1 - FY 2014-15 Revised Parking Budget

Approve **Resolution 2015-01-27-1601**

1. Allocating four positions in the Economic Development Department:

a. Three classified positions - One Supervising Parking Enforcement Officer, and two Parking Enforcement Officers

b. One unclassified position - Program Manager III;

2. Amending the Parking Fund's 2014-15 Fiscal Year Budget;

3. Amending the Parking Fee Schedule; and

4. Authorizing the City Manager to take appropriate actions to carry out the purpose and intent of this resolution.

Moved by: Elbert Holman, seconded by Christina Fugazi .

Vote: Motion carried 6-0

Yes: Christina Fugazi , Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

Approve **Resolution PA 2015-01-27-1601**:

1. Establishing the Parking Authority Budget for Fiscal Year 2014-15;

2. Authorizing the City Manager to take appropriate actions to carry out the purpose and intent of this resolution.

Moved by: Daniel Wright, seconded by Anthony Silva.

Vote: Motion carried 6-0

Yes: Christina Fugazi , Elbert Holman, Susan Lofthus, Michael Tubbs, Anthony Silva, and Daniel Wright.
Absent: Moses Zapien.

Approved Resolution 2015-01-27-1601

Approved Resolution PA 2015-01-27-1601

17. COUNCIL COMMENTS

Mayor Silva - thanked security; San Joaquin Asparagus Festival April 17-19th; January 28th Mayor's Clergy Lunch; January 28th at 6pm CRAC meeting; Youth Commission meeting; homeless commission meeting

Councilmember Lofthus - thanked security; spoke to attendance at League of CA Cities Conference for Councilmembers and Mayors; January 19th MLK Day festivities; thanked Mayor for her appointment to the Stockton Convention and Visitors Bureau; spoke to success of Restaurant Week; attendance at January 21st Ag Venture; thanked Sergeant Pete Smith of Stockton Police Department for ride along with Cease Fire Task Force Team; thanked police officers for service; attendance at Delta Coalition meeting with iHUB San Joaquin; March 27-28th 1st Annual Water Hackathon; San Joaquin County Historical Museum California Women's Suffrage Movement Exhibit Wednesdays through Saturdays until March 15th; running January 27-30th, the Art Against Violence Exhibit at The Mexican Heritage Center and Gallery; thanked The Mexican Heritage Center for creatively addressing violence in the community

Councilmember Tubbs - supported enforcing three minute speaker time limit equally and urged the Mayor to read rules of conduct for public comment; thanked Ministers of Communities United for MLK event; thanked Wilhelmina Henry for her service; Selma movie free for 7th- 9th grade students to watch; spoke to Fair Oaks Library cost and usage; body cameras for Police; murder of 16-year old and noted the need for additional work

Councilmember Holman - attendance public safety policy committee meeting with League of CA Cities; updated Council on issues discussed; Intercity Productions events; MLK celebration; partnership with WOW working with kids on how to express themselves with words, free every Saturday morning at 10am 4960 N El Dorado St;

introduced District 1 Planning Commissioner Sol Jobrack; supported Councilmember Tubbs in working towards taking better control of the meeting; supported further discussion regarding Fair Oaks Library

Vice Mayor Fugazi - enjoyed new councilmember conference; attendance at MLK celebration; encouraged public to contact her; high school student volunteers at Ag Venture event; noted upcoming events - Stockton Cares Project Feb 8th at St. Mary's; Feb 12th 5pm - 7pm SF Giants Trophy event; Rotary Read In on Feb 26th; supported literacy and exploration of reopening Fair Oaks Library

Councilmember Wright - expressed concern about decorum at the Council meeting and supported Councilmember Tubbs comments; expressed public acceptance of Kathleen Gapusan's apology; thanked Councilmembers Fugazi and Tubbs regarding information for free Selma movie - will be sending students; League of California Cities conference; attended MLK Prayer Breakfast and expressed recognition for several presenters; supported reopening Fair Oaks Library and supported needs analysis; pleased with City participation in the PACE Clean Energy program; noted passing of Ernie Banks

Mayor Silva - closed the meeting in honor of Melissa Galvin.

18. ADJOURNMENT (8:07 PM)

INFORMATIONAL ITEMS

1 14-1227 CURRENTLY RECRUITING FOR VARIOUS BOARDS AND COMMISSIONS

Legislation Text

2 15-1402 ANNUAL FILING PERIOD FOR STATEMENTS OF ECONOMIC INTEREST - FORM 700

NOTIFICATION This item is to serve as notification to department staff, board and commission members, and elected and appointed officials, of the filing requirement and approaching deadline for the annual Statement of Economic Interest Statement (Form 700) filing. Completed statements are required to be filed with the Office of the City Clerk by April 1, 2015, as set by the Fair Political Practices Commission. The reporting period covered is January 1, 2014 through December 31, 2014.

Legislation Text

Attachment A - Resolution 2014-09-09-1201 - Amended Conflict of Interest Code

Bonnie Paige

BONNIE PAIGE, CMC
CITY CLERK, CITY OF STOCKTON

15.1 **15-1482** **EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT FOR THE OPEN WINDOW PROJECT**

RECOMMENDATION

City of Stockton

It is recommended the City Council adopt a resolution approving a 365-day Exclusive Negotiating Rights Agreement between the City of Stockton and Open Window Project, LLC, for the proposed Open Window mixed-use project in Downtown Stockton.

Parking Authority

It is recommended the Parking Authority of the City of Stockton adopt a resolution approving a 365-day Exclusive Negotiating Rights Agreement between the Parking Authority and Open Window Project, LLC, for the proposed Open Window mixed-use project in Downtown Stockton.

Department: Economic Development

Attachments: Attachment A - Project Site Map
Attachment B - Aerial Photo
Proposed Resolution - City-Developer ENRA
Exhibit 1 - Open Window Project ENRA
Proposed Resolution - Parking Authority-Developer ENRA
Exhibit 1 - Open Window Project ENRA

File #: 15-1482, **Version:** 1

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT FOR THE OPEN WINDOW PROJECT

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Summary

Revitalizing Downtown Stockton has been identified as a priority by the City Council. Presently, the City of Stockton is reviewing an application for a master development plan of a 15 square-block area in downtown Stockton. While the majority of the property is privately-owned, the plan area also includes various City-owned and Parking Authority-owned property in Downtown Stockton. Resolutions are being presented to both the City Council and the Parking Authority to enter into an Exclusive Negotiating Rights Agreement (attached as Exhibit 1 to both resolutions) with Open Window Project, LLC, (Developer) for the purpose of potentially negotiating a market rate Purchase Option and Development Agreement for a proposed mixed-use, infill development project in Downtown Stockton.

DISCUSSION

Background

The Open Window Project is a proposed infill development project consisting of a 15 square-block area in Downtown Stockton bound by Miner Avenue to the north, Main Street to the south, Aurora Street to the east, and Sutter Street to the west. The proposed project includes approximately 1,400 residential dwelling units, as well as 200,000 s.f. of retail and flex space, 90,000 s.f. of commercial office space, and 110,000 s.f. of industrial/art warehouse and studio space. In total, the project would produce a maximum of 400,000 s.f. of non-residential floor area of which approximately 250,000 s.f. would be net new non-residential space.

Open Window Project is a limited liability company whose majority decision making authority lies with

Ten|Space Development, which is a real estate development firm specializing in urban infill and adaptive reuse. Ten|Space is already an investor in downtown Stockton improvement projects such as: the Newberry building, the Campus daycare facility, Papa Urb's Grill, the Huddle, and is a partner in the proposed Grand View Village project.

Of the roughly 65 parcels included within the project area, over 55 are privately held, three are owned by the City of Stockton, and five are owned by the Parking Authority of the City of Stockton (Attachment A - Project Site Map and Attachment B - Aerial Photo). In May 2014, the City issued a Request for Information (RFI) seeking qualified candidates for adaptive reuse of the three City-owned properties which resulted in two responses, neither of which met the specified criteria included in the RFI. There has been very little interest in market rate based transactions for these properties prior to the Open Window Project's proposal.

The three City-owned parcels are described below:

- 149-170-08 - Commercial Hotel
- 149-170-09 - Main Hotel
- 149-170-12 - St. Leo Hotel

The five Parking Authority-owned parcels include:

- 139-250-26 - Paved Lot
- 149-170-25 - Paved Lot
- 149-180-05 - Paved Lot
- 149-180-17 - Paved Lot
- 149-180-21 - Dirt Lot

Although these properties comprise only eight out of the approximately 65 parcels included within the master development plan, they are an important component as they are situated within the plan area. The Open Window Project already controls over 40 of the parcels in the footprint. These parcels could be combined with the City and Parking Authority parcels to maximize the ability to construct new or rehab existing residential and commercial structures. Therefore staff is requesting to move forward with an exclusive negotiating rights agreement with the Developer.

Present Situation

The proposed mixed-use, infill development project aligns with the City Council's goal of revitalizing Downtown Stockton. As a result, staff has prepared an Exclusive Negotiating Rights Agreement (Agreement) for the subject City and Parking Authority-owned property that would be in effect for 365 days.

An Exclusive Negotiating Rights Agreement allows City staff to negotiate specific terms associated with a Purchase Option and Development Agreement, including the acquisition of City and Parking Authority-owned property. During the term of the Agreement, the City is required to refrain from consideration of proposals from other developers for the subject parcels and agrees not to solicit proposals from others regarding acquisition and/or development of the subject properties.

This Agreement will allow the Developer the given timeframe for conducting due diligence and for the City/Parking Authority and Developer to further negotiate a market rate Purchase Option and Development Agreement. This project has the potential to serve several key Downtown Stockton development objectives, as well as supporting recommendations included in the 2012 Urban Land Institute report and the Economic Development Strategic Plan recently adopted by Council last February, namely the attraction of private investment in the downtown core, generation of jobs through business expansion to the area, attraction of new residents to downtown, and quality urban design.

It's important to note that this Agreement merely prevents the City from negotiating the sale of the subject properties with anyone else and is not a binding agreement to actually sell the property. It allows time for the City and Developer to conduct their due diligence and will expire one year from the date of execution. Staff will return to the City Council for consideration of a Purchase Option and Development Agreement should negotiations prove successful.

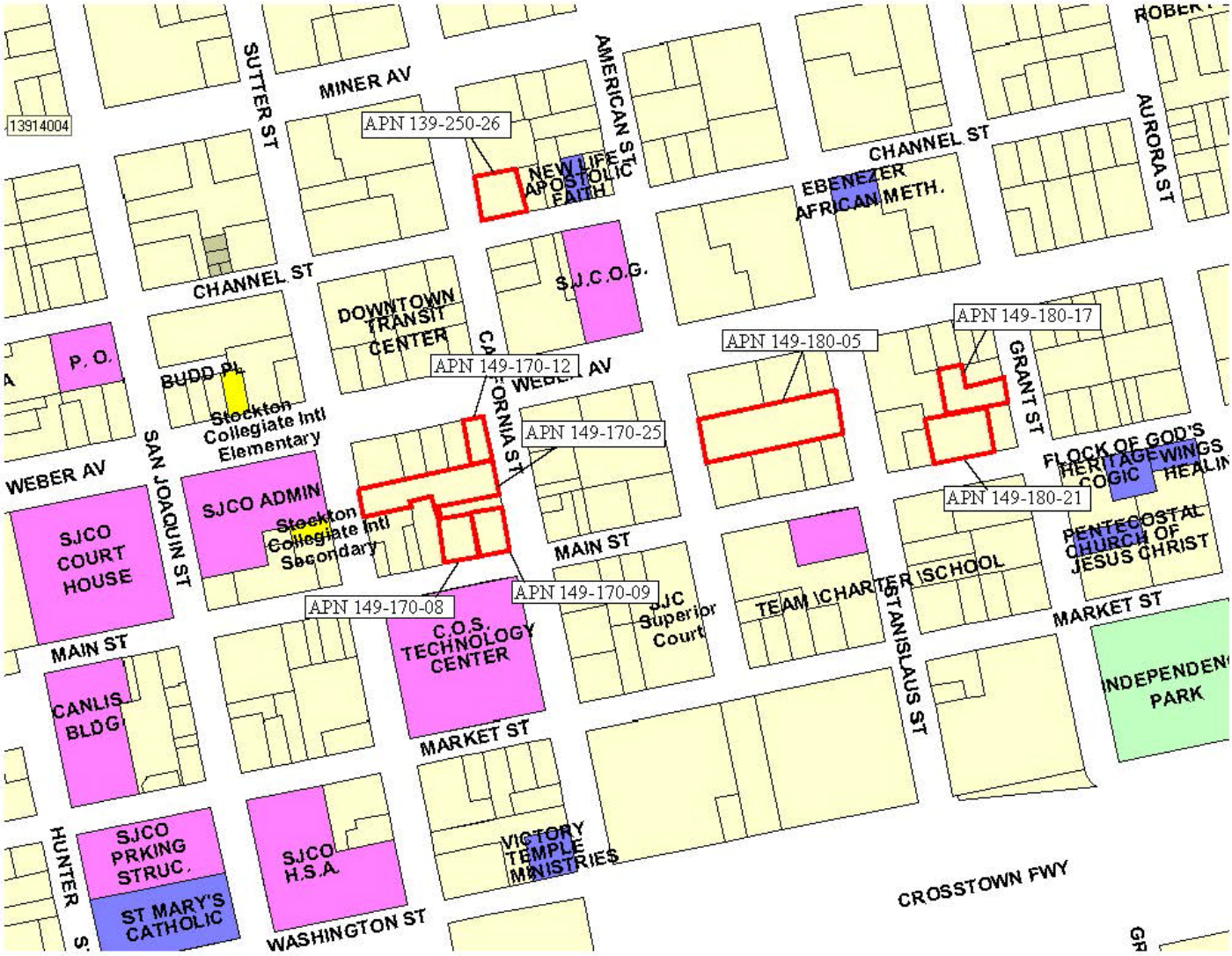
It is recommended that an Exclusive Negotiating Rights Agreement be approved between the City of Stockton, Parking Authority, and Open Window Project, LLC, to begin negotiations on the specific property for the possible development of new residential and commercial space in Downtown Stockton.

FINANCIAL SUMMARY

There is no fiscal impact associated with the execution of the Exclusive Negotiating Rights Agreement with Open Window Project, LLC.

Attachment A - Project Site Map
Attachment B - Aerial Photo

PROJECT SITE MAP



City-owned Property	Parking Authority-owned Property
149-170-08 - Commercial Hotel 149-170-09 - Main Hotel 149-170-12 - St Leo Hotel	139-250-26 - Paved Lot 149-170-25 - Paved Lot 149-180-05 - Paved Lot 149-180-17 - Paved Lot 149-180-21 - Dirt Lot

TEN SPACE

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING AN EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN THE CITY OF STOCKTON AND OPEN WINDOW PROJECT, LLC, FOR THE PROPOSED OPEN WINDOW MIXED-USE, INFILL DEVELOPMENT PROJECT IN DOWNTOWN STOCKTON

The City of Stockton (the "City") owns property in Downtown Stockton, inclusive of County Assessor Parcel Numbers 149-170-08, 09 and 12; and

Open Window Project, LLC, (the "Developer") has submitted a proposal which includes construction of a mixed-use, infill development Project; and

The Developer's proposal includes properties owned by the City, as well as the Parking Authority of the City of Stockton; and

The City supports the proposed Project and wishes to execute an Exclusive Negotiating Rights Agreement in order to negotiate with the Developer; and

The City may enter into a 365-day Exclusive Negotiating Rights Agreement with Developer during the term of which City and Developer will negotiate the business terms of a Purchase Option and Development Agreement for the project and any other assistance as necessary to undertake the proposed project; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City finds and declares that Open Window Project, LLC, has the expertise necessary to develop the proposed Project outlined in its proposal, attached as Exhibit B to the Exclusive Negotiating Rights Agreement, which is attached hereto as Exhibit 1 and incorporated by this reference.

2. Open Window Project, LLC, is granted a period of 365 days as an exclusive negotiating period in which to negotiate the terms and conditions of a Purchase Option and Development Agreement between Developer and City in connection with the proposed Project.

3. The City Manager is authorized and directed to execute an Exclusive Negotiating Rights Agreement with Open Window Project, LLC, and take whatever

actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED March 24, 2015

ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

Exhibit 1

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
PROPOSAL FOR DEVELOPMENT OF THE OPEN WINDOW MIXED USE PROJECT ON SEVERAL PARCELS IN DOWNTOWN STOCKTON

This Agreement is made on _____ by and between the **CITY OF STOCKTON**, a municipal corporation, the **PARKING AUTHORITY OF THE CITY OF STOCKTON**, a public body corporate and politic (hereinafter collectively referred to as the "City"), and **OPEN WINDOW PROJECT, LLC**, a California Limited Liability Corporation (hereinafter the "Developer"), on the terms set forth below:

1. During the term of this Agreement, City and Developer agree to negotiate, diligently and in good faith, the terms and conditions of a Purchase Option and Development Agreement ("PODA") by and between City and Developer for the development of certain real property (the "Site") located within Downtown Stockton. The Site is described as San Joaquin County Assessor Parcel Numbers 139-250-26, 149-170-08, 09, 12 and 25, 149-180-05, 17, and 21, as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference.

2. The obligation to negotiate in good faith requires the respective Parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence. The Parties understand that final accord on all issues may not be reached.

3. Developer has submitted a project proposal ("Proposal"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. The development is more specifically described in the Proposal and generally described as a proposed development consisting of an urban mixed-use project with office, retail, housing, and parking elements. The terms of the PODA, including without limitation, the timing, assistance, responsibilities, financing, and schedule for planning and construction of the proposed project shall be the subject of the negotiations.

4. City agrees, during the term of this Agreement, to refrain from consideration of proposals from other developers for the Site. City further agrees to not solicit or entertain proposals from others regarding acquisition and/or development of the Site during the term of this Agreement. City may provide information that is publicly available regarding the Site to any person or entity requesting information, but shall not provide any information or details concerning the Developer's evolving concept for the Site beyond what was originally contained in the Developer's Proposal. .

5. The Term ("Term") of this Agreement shall be for a period of three hundred sixty-five (365) days after the date of its approval by the Stockton City Council and Parking Authority. City shall consider the request of Developer to extend the term of this agreement and may agree to an extension of the term if the parties have made substantial progress in negotiation of the terms of the PODA. Such request shall be in

writing and directed to City's City Manager/Executive Director no later than thirty (30) days prior to the expiration date of this Agreement.

6. The parties acknowledge that no real estate brokers and/or real estate agents have been or will be employed by either City or Developer in connection with this Agreement or the PODA. If Developer has retained or in any other way become responsible to any broker, Developer shall be solely responsible for payment of any commission due and agrees to indemnify, defend and hold City harmless from any claims, including all defense costs and attorney's fees, by any broker, agent, or finder retained by the Developer, or other similar person or entity claiming to have dealt with Developer.

7. The City shall have the right to terminate this Agreement at any time if the City, after consultation with the Developer, (i) determines in its reasonable discretion that the Development is not feasible, and (ii) provides a written notice of termination to the Developer outlining in reasonable detail the basis for such determination.

8. This Agreement shall not obligate either the City or Developer to enter into any other agreement or an agreement containing any particular terms, to acquire any property, or to convey any property to Developer. Failure of the parties to reach an agreement on the terms and conditions of a PODA shall not, by itself, constitute a failure on the part of either party to negotiate in good faith. Developer understands and agrees that the concurrence of City staff to the terms and conditions of an agreement does not constitute the agreement of the City, and that the City cannot agree to enter into any agreement until a public hearing is held as required by law, a resolution approving the agreement has been adopted, and the City has fully executed the document. Developer acknowledges that the City does not control or influence any action within the jurisdiction of the City of Stockton. The Parties understand that the City reserves the right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including, but not limited to, the approval of a final development and the approval of any and all plans, permits or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any department thereof.

9. Any notices to be given shall be in writing and shall be effective either (a) when delivered in person to the recipient to whom addressed, or (b) three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the recipient at the address below, whichever is earlier:

To City: City of Stockton
425 North El Dorado Street
Stockton, California 95202
Attn: City Manager

To Developer: Open Window Project, LLC
115 North Sutter Street, Suite 307
Stockton CA 95202
Attn: Zac Cort, Manager

Such addresses may be changed from time to time by written notice given in accordance with this section. No person shall refuse or evade delivery of any notice.

10. The Developer shall have the right of entry to the Site for testing and inspection purposes.

11. The Developer, without prior written approval of the City, shall not assign this Agreement. The City agrees that, notwithstanding the foregoing, the Developer may assign without the City's prior written approval, but with thirty (30) days prior written notice to the City, its rights under this Agreement to a limited liability company, corporation, trust, or partnership of which the Developer owns the majority beneficial interest and has operational control.

12. No member, official, employee, or contractor of the City shall be personally liable to the Developer in the event of any default or breach by City or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement. Further, no director, officer, or employee of the Developer shall be personally liable to the City in the event of any default or breach by City or for any amount, which may become due to City or on any obligations under the terms of the Agreement.

13. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

14. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and the Developer.

15. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

16. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

17. Developer acknowledges and agrees that the City is a public entity with a

responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the City with respect to the Site, the Development or Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand or order. With respect to any information provided that the Developer reasonably deems and identifies in writing as proprietary and confidential in nature, the City agrees to exercise its best efforts to keep such information confidential as allowed by law.

18. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

19. The undersigned represent and warrant that they are each authorized to execute this Agreement by the party on whose behalf they have signed.

CITY OF STOCKTON

_____
City Manager

Approved as to form and content:

_____
City Attorney

PARKING AUTHORITY OF THE CITY OF STOCKTON

_____
Executive Director

ATTEST:

_____
City Clerk

OPEN WINDOW PROJECT, LLC, a California limited liability corporation

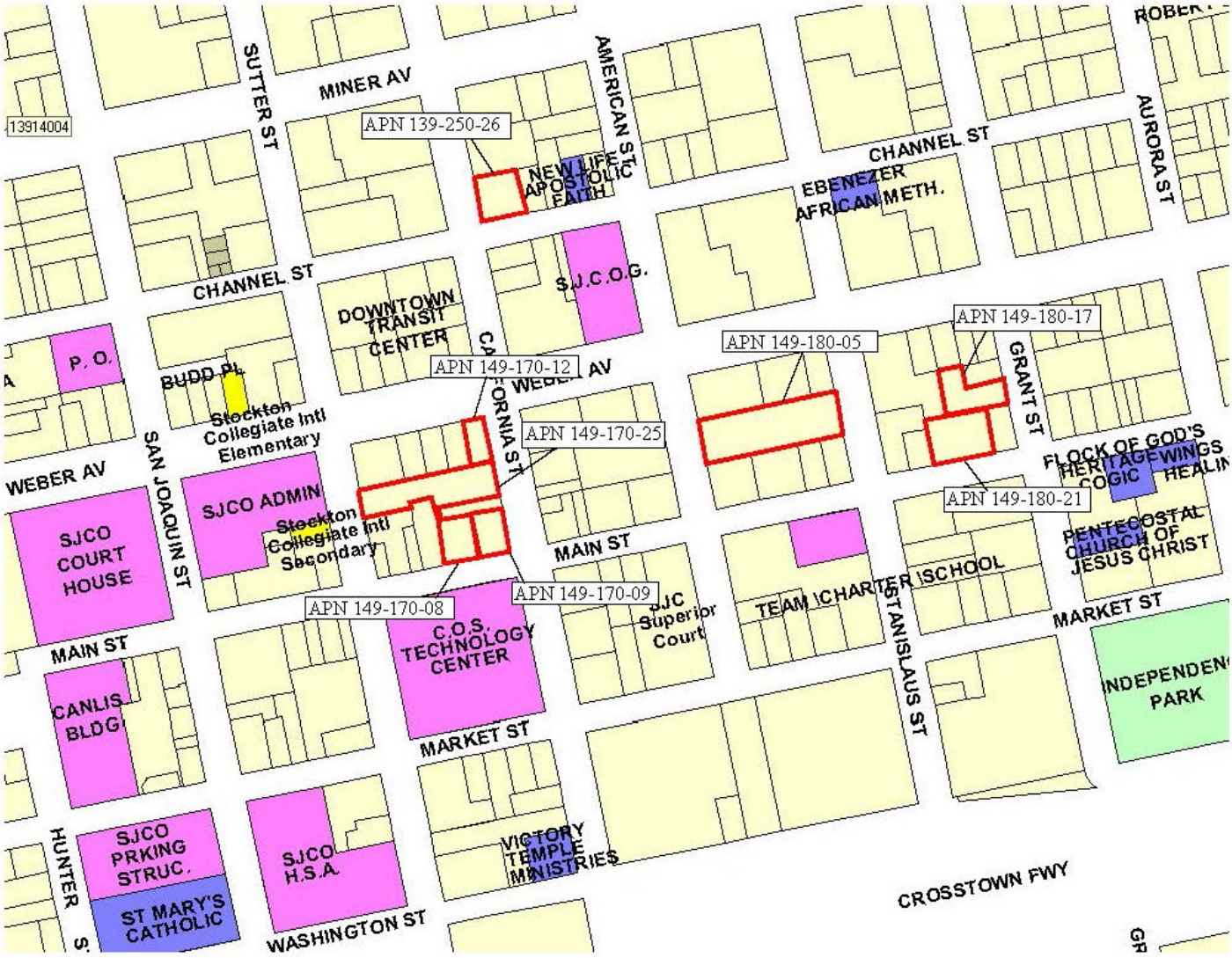
_____
ZACHARY CORT, MANAGER

Approved as to form:

_____
Counsel for Developer

Exhibit A

PROJECT SITE MAP



City-owned Property	Parking Authority-owned Property
149-170-08 - Commercial Hotel 149-170-09 - Main Hotel 149-170-12 - St Leo Hotel	139-250-26 - Paved Lot 149-170-25 - Paved Lot 149-180-05 - Paved Lot 149-180-17 - Paved Lot 149-180-21 - Dirt Lot

Exhibit B

PROPOSAL

The Open Window Project is a proposed infill development project within a 15 square-block area in Downtown Stockton bound by Miner Avenue to the north, Main Street to the south, Aurora Street to the east, and Sutter Street to the west.

The proposed development includes approximately 1,400 residential dwelling units with 200,000 s.f. of retail and flex space, 90,000 s.f. of commercial office space, and 110,000 s.f. of industrial/ art warehouse and studio space. In total, the project would produce a maximum of 400,000 s.f. of non-residential floor area.

Of the parcels included in the project area, three are owned by the City of Stockton and five are owned by the Parking Authority of the City of Stockton. Open Window Project desires to purchase the subject properties at fair market value.

The Stockton region is experiencing improved economic conditions indicating an opportunity for increased real estate development activity. From 2013 to 2018, Stockton area employment is projected to increase by 1.5% annually. Moreover, US Census data shows that between 2007 and 2011, the Stockton area had a net positive migration of young adults (ages 25-34), individuals with college degrees and households making more than $50,000 per year despite unfavorable economic conditions. These trends are expected to continue at even higher paces given the region's economic recovery and increasingly unaffordable real estate in the Bay Area.

An analysis by The Concord Group, one of the country's top real estate advisory companies, shows strong demand for Downtown Stockton rental and "for sale" units both today and in the near future. Total demand for rental units for income qualified residents in the Stockton Competitive Market Area (CMA) will be 1,696 annually to 2019. However, current planned rental deliveries in the CMA will be outpaced by demand by a total of 4,629 units to 2018. Planned condo deliveries will also be undersupplied by 923 total units over the same period.

Current and projected occupancy and rental rates also indicate strong demand for the Open Window Project's planned development. An analysis of comparable projects in the Stockton region reveals a 96% occupancy rate for rental units. The Concord Group also forecasts a 10.8% increase in effective rent rates by 2018, indicating higher demand for rentals in the near future.

Given these current projections for regional demand, costs of construction and rental and for-sale prices, The Concord Group conservatively predicts that the Downtown Stockton market can support around 500 units in the project's first three years. The Concord Group notes that their analysis was conducted using only current market rates and that the project may be able to support substantially more development given projected increases in rental rates.

Resolution No.

PARKING AUTHORITY OF THE CITY OF STOCKTON

RESOLUTION APPROVING AN EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT BETWEEN THE PARKING AUTHORITY OF THE CITY OF STOCKTON AND OPEN WINDOW PROJECT, LLC, FOR THE PROPOSED OPEN WINDOW MIXED-USE, INFILL DEVELOPMENT PROJECT IN DOWNTOWN STOCKTON

The Parking Authority of the City of Stockton (the "Parking Authority") owns property in Downtown Stockton, inclusive of County Assessor Parcel Numbers 139-250-06, 149-170-25, 149-180-05, 17, and 21; and

Open Window Project, LLC, (the "Developer") has submitted a proposal which includes construction of a mixed-use, infill development Project; and

The Developer's proposal includes properties owned by the Parking Authority, as well as the City of Stockton; and

The Parking Authority supports the proposed Project and wishes to execute an Exclusive Negotiating Rights Agreement in order to negotiate with the Developer; and

The Parking Authority may enter into a 365-day Exclusive Negotiating Rights Agreement with Developer during the term of which the Parking Authority and Developer will negotiate the business terms of a Purchase Option and Development Agreement for the project and any other assistance as necessary to undertake the proposed project; now, therefore,

BE IT RESOLVED BY THE PARKING AUTHORITY OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The Parking Authority finds and declares that Open Window Project LLC, has the expertise necessary to develop the proposed Project outlined in its proposal, attached as Exhibit B to the Exclusive Negotiating Rights Agreement, which is attached hereto as Exhibit 1 and incorporated by this reference.

2. Open Window Project LLC, is granted a period of 365 days as an exclusive negotiating period in which to negotiate the terms and conditions of a

Purchase Option and Development Agreement between Developer and Parking Authority in connection with the proposed Project.

3. The Executive Director is authorized and directed to execute an Exclusive Negotiating Rights Agreement with Open Window Project, LLC, and take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

PASSED, APPROVED, AND ADOPTED March 24, 2015

ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

Exhibit 1

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
PROPOSAL FOR DEVELOPMENT OF THE OPEN WINDOW MIXED USE PROJECT ON SEVERAL PARCELS IN DOWNTOWN STOCKTON

This Agreement is made on _____ by and between the **CITY OF STOCKTON**, a municipal corporation, the **PARKING AUTHORITY OF THE CITY OF STOCKTON**, a public body corporate and politic (hereinafter collectively referred to as the "City"), and **OPEN WINDOW PROJECT, LLC**, a California Limited Liability Corporation (hereinafter the "Developer"), on the terms set forth below:

1. During the term of this Agreement, City and Developer agree to negotiate, diligently and in good faith, the terms and conditions of a Purchase Option and Development Agreement ("PODA") by and between City and Developer for the development of certain real property (the "Site") located within Downtown Stockton. The Site is described as San Joaquin County Assessor Parcel Numbers 139-250-26, 149-170-08, 09, 12 and 25, 149-180-05, 17, and 21, as shown on the map attached hereto as Exhibit "A" and incorporated herein by reference.

2. The obligation to negotiate in good faith requires the respective Parties to communicate with each other with respect to those issues for which agreement has not been reached, and in such communication to follow reasonable negotiation procedures, including meetings, telephone conversations, and correspondence. The Parties understand that final accord on all issues may not be reached.

3. Developer has submitted a project proposal ("Proposal"), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. The development is more specifically described in the Proposal and generally described as a proposed development consisting of an urban mixed-use project with office, retail, housing, and parking elements. The terms of the PODA, including without limitation, the timing, assistance, responsibilities, financing, and schedule for planning and construction of the proposed project shall be the subject of the negotiations.

4. City agrees, during the term of this Agreement, to refrain from consideration of proposals from other developers for the Site. City further agrees to not solicit or entertain proposals from others regarding acquisition and/or development of the Site during the term of this Agreement. City may provide information that is publicly available regarding the Site to any person or entity requesting information, but shall not provide any information or details concerning the Developer's evolving concept for the Site beyond what was originally contained in the Developer's Proposal. .

5. The Term ("Term") of this Agreement shall be for a period of three hundred sixty-five (365) days after the date of its approval by the Stockton City Council and Parking Authority. City shall consider the request of Developer to extend the term of this agreement and may agree to an extension of the term if the parties have made substantial progress in negotiation of the terms of the PODA. Such request shall be in

writing and directed to City's City Manager/Executive Director no later than thirty (30) days prior to the expiration date of this Agreement.

6. The parties acknowledge that no real estate brokers and/or real estate agents have been or will be employed by either City or Developer in connection with this Agreement or the PODA. If Developer has retained or in any other way become responsible to any broker, Developer shall be solely responsible for payment of any commission due and agrees to indemnify, defend and hold City harmless from any claims, including all defense costs and attorney's fees, by any broker, agent, or finder retained by the Developer, or other similar person or entity claiming to have dealt with Developer.

7. The City shall have the right to terminate this Agreement at any time if the City, after consultation with the Developer, (i) determines in its reasonable discretion that the Development is not feasible, and (ii) provides a written notice of termination to the Developer outlining in reasonable detail the basis for such determination.

8. This Agreement shall not obligate either the City or Developer to enter into any other agreement or an agreement containing any particular terms, to acquire any property, or to convey any property to Developer. Failure of the parties to reach an agreement on the terms and conditions of a PODA shall not, by itself, constitute a failure on the part of either party to negotiate in good faith. Developer understands and agrees that the concurrence of City staff to the terms and conditions of an agreement does not constitute the agreement of the City, and that the City cannot agree to enter into any agreement until a public hearing is held as required by law, a resolution approving the agreement has been adopted, and the City has fully executed the document. Developer acknowledges that the City does not control or influence any action within the jurisdiction of the City of Stockton. The Parties understand that the City reserves the right to exercise its discretion as to all matters which it is, by law, entitled or required to exercise its discretion, including, but not limited to, the approval of a final development and the approval of any and all plans, permits or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any department thereof.

9. Any notices to be given shall be in writing and shall be effective either (a) when delivered in person to the recipient to whom addressed, or (b) three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, addressed to the recipient at the address below, whichever is earlier:

To City: City of Stockton
425 North El Dorado Street
Stockton, California 95202
Attn: City Manager

To Developer: Open Window Project, LLC
115 North Sutter Street, Suite 307
Stockton CA 95202
Attn: Zac Cort, Manager

Such addresses may be changed from time to time by written notice given in accordance with this section. No person shall refuse or evade delivery of any notice.

10. The Developer shall have the right of entry to the Site for testing and inspection purposes.

11. The Developer, without prior written approval of the City, shall not assign this Agreement. The City agrees that, notwithstanding the foregoing, the Developer may assign without the City's prior written approval, but with thirty (30) days prior written notice to the City, its rights under this Agreement to a limited liability company, corporation, trust, or partnership of which the Developer owns the majority beneficial interest and has operational control.

12. No member, official, employee, or contractor of the City shall be personally liable to the Developer in the event of any default or breach by City or for any amount, which may become due to Developer or on any obligations under the terms of the Agreement. Further, no director, officer, or employee of the Developer shall be personally liable to the City in the event of any default or breach by City or for any amount, which may become due to City or on any obligations under the terms of the Agreement.

13. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

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15. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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responsibility and, in many cases, legal obligation to conduct its business in a manner open and available to the public. Accordingly, any information provided by the Developer to the City with respect to the Site, the Development or Developer may be disclosed to the public either purposely, inadvertently, or as a result of a public demand or order. With respect to any information provided that the Developer reasonably deems and identifies in writing as proprietary and confidential in nature, the City agrees to exercise its best efforts to keep such information confidential as allowed by law.

18. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

19. The undersigned represent and warrant that they are each authorized to execute this Agreement by the party on whose behalf they have signed.

CITY OF STOCKTON

_____
City Manager

Approved as to form and content:

_____
City Attorney

PARKING AUTHORITY OF THE CITY OF STOCKTON

_____
Executive Director

ATTEST:

_____
City Clerk

OPEN WINDOW PROJECT, LLC, a California limited liability corporation

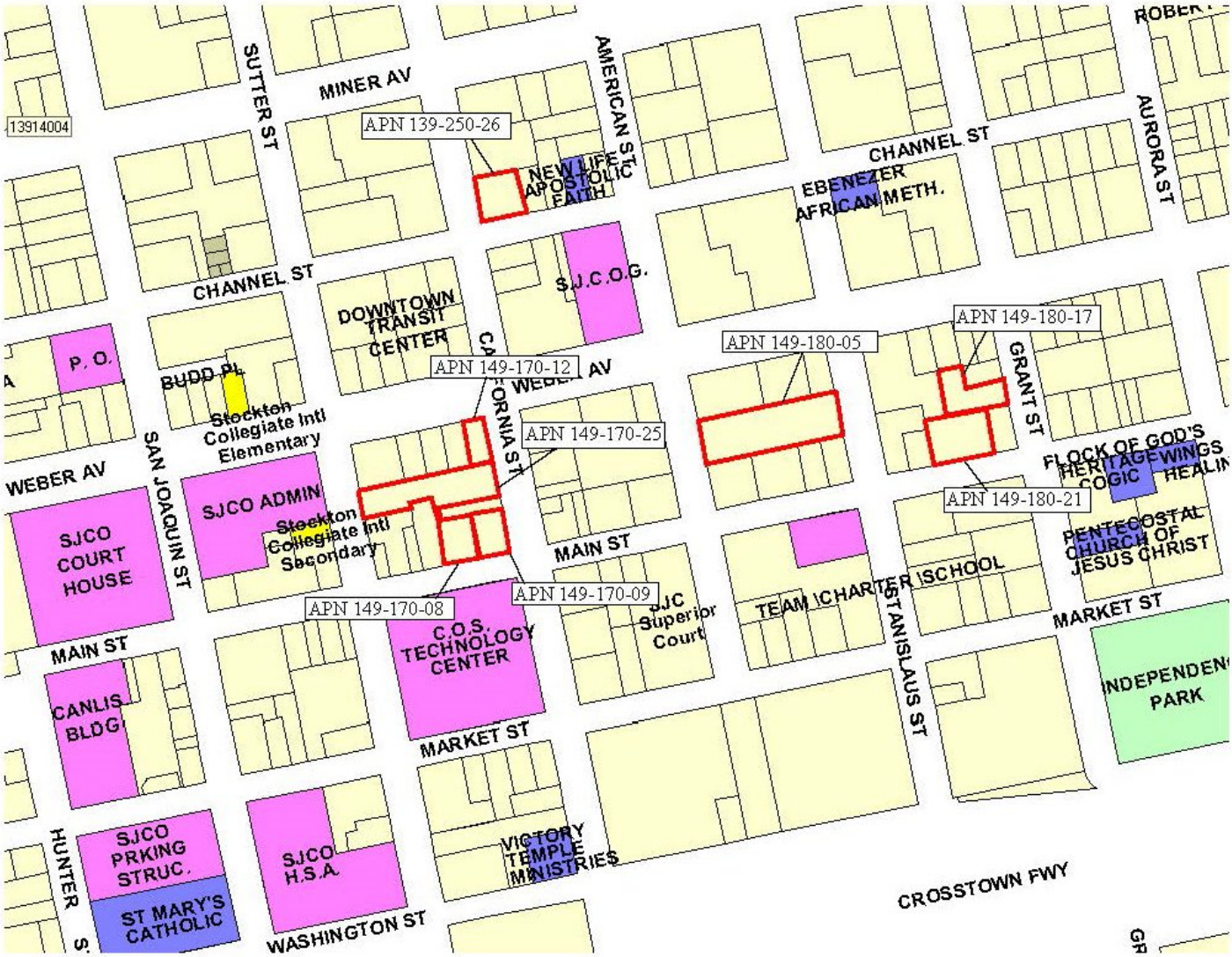
_____
ZACHARY CORT, MANAGER

Approved as to form:

_____
Counsel for Developer

Exhibit A

PROJECT SITE MAP



City-owned Property	Parking Authority-owned Property
149-170-08 - Commercial Hotel 149-170-09 - Main Hotel 149-170-12 - St Leo Hotel	139-250-26 - Paved Lot 149-170-25 - Paved Lot 149-180-05 - Paved Lot 149-180-17 - Paved Lot 149-180-21 - Dirt Lot

Exhibit B

PROPOSAL

The Open Window Project is a proposed infill development project within a 15 square-block area in Downtown Stockton bound by Miner Avenue to the north, Main Street to the south, Aurora Street to the east, and Sutter Street to the west.

The proposed development includes approximately 1,400 residential dwelling units with 200,000 s.f. of retail and flex space, 90,000 s.f. of commercial office space, and 110,000 s.f. of industrial/ art warehouse and studio space. In total, the project would produce a maximum of 400,000 s.f. of non-residential floor area.

Of the parcels included in the project area, three are owned by the City of Stockton and five are owned by the Parking Authority of the City of Stockton. Open Window Project desires to purchase the subject properties at fair market value.

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An analysis by The Concord Group, one of the country's top real estate advisory companies, shows strong demand for Downtown Stockton rental and "for sale" units both today and in the near future. Total demand for rental units for income qualified residents in the Stockton Competitive Market Area (CMA) will be 1,696 annually to 2019. However, current planned rental deliveries in the CMA will be outpaced by demand by a total of 4,629 units to 2018. Planned condo deliveries will also be undersupplied by 923 total units over the same period.

Current and projected occupancy and rental rates also indicate strong demand for the Open Window Project's planned development. An analysis of comparable projects in the Stockton region reveals a 96% occupancy rate for rental units. The Concord Group also forecasts a 10.8% increase in effective rent rates by 2018, indicating higher demand for rentals in the near future.

Given these current projections for regional demand, costs of construction and rental and for-sale prices, The Concord Group conservatively predicts that the Downtown Stockton market can support around 500 units in the project's first three years. The Concord Group notes that their analysis was conducted using only current market rates and that the project may be able to support substantially more development given projected increases in rental rates.

15.2 **15-1542** **RECOMMENDATION FROM THE CHARTER REVIEW AD-HOC COMMITTEE RELATING TO THE CHARTER REVIEW ADVISORY COMMISSION MEMBERSHIP AND TERM OF SERVICE**

Recommended Action: Recommendation

The Charter Review Ad-Hoc Committee recommends that the City council adopt a Resolution to maintain the current 15 member commission make up, extend the commission's current term to end June 30, 2016, immediately appoint three new members to the commission to fill existing vacancies and allow the newly elected/appointed Councilmembers to retain or replace existing commission members with a citizen of their choice.

Department: City Clerk

Attachments: Attachment A - CRAC Membership Applications

Proposed Resolution - CRAC Term Extension

File #: 15-1542, Version: 1

RECOMMENDATION FROM THE CHARTER REVIEW AD-HOC COMMITTEE RELATING TO THE CHARTER REVIEW ADVISORY COMMISSION MEMBERSHIP AND TERM OF SERVICE

Recommendation

The Charter Review Ad-Hoc Committee recommends that the City council adopt a Resolution to maintain the current 15 member commission make up, extend the commission's current term to end June 30, 2016, immediately appoint three new members to the commission to fill existing vacancies and allow the newly elected/appointed Councilmembers to retain or replace existing commission members with a citizen of their choice.

Summary

On March 12, 2015 the Charter Review Ad-Hoc Committee considered a request proposed from the Charter Review Advisory Commission to maintain the current 15 member commission make up, extend their terms until June 30, 2016, and to fill the three current vacancies as soon as possible. The Charter Review Ad-Hoc Committee amended the request from the Commission to allow newly elected and/or appointed Councilmembers to replace existing members with a citizen of their choice.

DISCUSSION

Background

At their January 28, 2015 meeting, the Charter Review Advisory Commission discussed the Commission make up and status of three vacant seats on the Commission. It was the consensus of the Commission to forward a recommendation to the City Council, urging the Council to maintain the current 15 member commission membership, extend the current term until June 30, 2016, and to fill the three current vacancies as soon as possible. The three former members of the Commission were all appointed by the Mayor and were a part of the original nine members of the Mayor's Task Force. Subsequently, the Council revisited the function of the Task Force and created the Charter Review Advisory Commission.

The 15 member Charter Review Advisory Commission (CRAC) was established by Council resolution 2013-06-11-1502-02 combining nine members of the Mayor's original task force with six additional appointments, one appointee being selected by each of the six Councilmembers. Commissioners Seligman, Dougherty and Brown were among the members of the Mayor's original task force. Commissioner Dougherty resigned from the Commission on June 23, 2014, Commissioner Seligman resigned from the Commission on June 25, 2014, and most recently Commissioner Brown resigned February 3, 2015.

Present Situation

As noted above, at the regular CRAC meeting of January 28, 2015 the Commission passed a motion recommending that the City Council maintain the Commission membership at fifteen, allowing the Mayor to appoint three applicants. They also recommended extending their current term which is due to expire June 11, 2015 until June 30, 2016 to allow them the opportunity to complete the work they are addressing for placement on the November 2016 General Election Ballot.

All current applications (attached) were forwarded to the Mayor for consideration and he is recommending the following applicants be appointed to serve on CRAC beginning upon appointment:

Aaron Edwards
Amritpal (Rick) Grewal
Motecuzoma Sanchez

The recommendation of the CRAC was forwarded to the Council Charter Review Ad-Hoc-Committee (Ad-Hoc Committee) for consideration. At the March 12, 2015 meeting of the Ad-Hoc Committee, the Committee agreed with the recommendation of the CRAC with one additional amendment. The Ad-Hoc Committee amended the request of the CRAC to also allow newly elected and/or appointed Councilmembers to retain or replace existing members of the Commission who were originally appointed by each Councilmember with a citizen of their own choice.

The Charter Review Ad-Hoc Committee approved this recommendation by vote and is forwarding it to the full City Council for approval.

FINANCIAL SUMMARY

There is no financial impact to the City for the actions being presented for adoption this evening.

Attachment A - All current CRAC applications

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Feb 10, 2015
Status: submitted

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

LaJuana
First Name

J
Middle Initial

Bivens
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

If selected "Other," please specify.

District 1
What district do you live in?

10 years
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

◉ Yes ○ No

If yes, please list

Community Development Committee

Which Boards would you like to apply for?

Charter Review Advisory Commission, Community Development Committee

Interests & Experiences

Please tell us about yourself and why you want to serve.

I have experience and background in City operations.

Please state the reason you would like to be a member of this board/commission.

Because of my expertise and knowledge of City operations, I would like to share my knowledge and talents by serving and giving back through community service. Also, I worked for the City in the late 80's and early 90's on the City Manager's team as an Administrator and I am very familiar with the Code and Charter.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Too many to list; for example I have served on: United Way, SJ County EEO Commission, State Women's Prison Advisory Committee, etc.

How did you hear about the position?

Mayor Silva

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

LaJuana_Bivens_-_Resume.pdf

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

LB

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Apr 07, 2014
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Alan
First Name

L
Middle Initial

Brown
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton
City

CA
State

[redacted]
Postal Code

Question applies to Civil Service Commission.

Social Security

[redacted]

Question applies to Civil Service Commission.

Date of Birth

[redacted]

Question applies to Civil Service Commission.

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

[redacted]
Ethnicity

[redacted]
Gender

If selected "Other," please specify.

District 1

What district do you live in?

25 years 5 months

I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]

Primary Phone

[redacted]

Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked "No", please identify how you prefer to be contacted:

[redacted]

Employer

[redacted]

Job Title

[redacted]

Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Community Development Committee, Charter Review Advisory Commission, Development Oversight Commission, Civil Service Commission, Equal Employment Commission, Measure W Oversight Committee,

Question applies to Development Oversight Commission .

Do you work in Stockton or with a firm/organization that does business in Stockton?

◉ Yes ○ No

Question applies to Development Oversight Commission .

If yes, state name/address of firm/organization:

PMZ Real Estate 3516 Deer Park Dr Stockton CA 95219

Question applies to Development Oversight Commission .

Which of the following categories apply to you? Select all that apply.

- ☐ Local Architect/Designer
- ☐ Local Civil Engineer
- ☐ Local Non Profit Builder/Developer
- ☐ Local Representative from Public At-Large
- ☐ Mixed Use Builder/Developer
- ☐ Port of Stockton Executive (CEO or Designee)
- ☐ San Joaquin Partnership Executive (CEO or Designee)

Question applies to Development Oversight Commission .

None of the above

Building Industry Association

Question applies to Development Oversight Commission .

None of the above

Builder's Exchange

Question applies to Measure W Oversight Committee.

Do you reside within Stockton's geographic boundary?

◉ Yes ○ No

Question applies to Measure W Oversight Committee.

Are you at least 28 years of age?

◉ Yes ○ No

Question applies to Measure W Oversight Committee.

Are you an employee of any vendor, contractor or consultant doing business with the City of

Stockton?

○ Yes ◉ No

Question applies to Water Advisory Group .

Do you reside within one of the Stockton Municipal Utilities' three utility service areas?

◉ Yes ○ No

Question applies to Water Advisory Group .

If yes, state which one:

City of Stockton

Interests & Experiences

Please tell us about yourself and why you want to serve.

I moved to Stockton in 1983 from San Jose because of a promotion within the United States Postal Service. After 41 years working for the Postal Service, I retired from my position as Postmaster of Rancho Murieta in 2011. Last year, I began working with PMZ Real Estate as a sales associate. I like to hike, camp, ride my bike, kayak, and spend time in the Delta. I volunteered as a Visitor Information resource for a month at Touloume Meadows for the Yosemite Conservancy in 2012. Last year, I worked as a volunteer crew member for OARS, a commercial expedition company, for 15 days running rapids through the Grand Canyon. I am a veteran and a member of the VFW.

Please state the reason you would like to be a member of this board/commission.

I would like to help Stockton become a destination city. I have lived in the community for more than 27 years. This city has seen its resources dwindle and it image tarnished. (look up Stockton in Wikipedia, not good) I would like to contribute to the community by contributing my time to improve or help it.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

I receive emails from the City of Stockton. One of the emails advertised boards, commissions, and committee vacancies and applications.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

stockton_resume.doc

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Question applies to multiple boards.

The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin Mosquito and Vector Control District to be registered voters of the City of Stockton. If you are applying to one of these Commissions, your voter registration will be verified.

Question applies to multiple boards.

I consent to the City of Stockton verifying my voter registration, if required.

◉ Yes ○ No

Question applies to multiple boards.

If your name, address, city or zip code are different on your voter registration, please explain and give us the correct information below:

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

ab

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Nov 19, 2014
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

J.D.
First Name

Middle Initial

Burrise
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

african american and hispanic
If selected "Other," please specify.

District 1
What district do you live in?

5 years
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Charter Review Advisory Commission, City Council Salary Setting Commission, Community Development Committee

Interests & Experiences

Please tell us about yourself and why you want to serve.

I was born and raised in Stockton, and came back after college. I'm a teacher of 18 years, and I'm dedicated to making our city better. I promote community involvement and civil responsibility to my students and my children, and this is an opportunity for me to practice what I preach.

Please state the reason you would like to be a member of this board/commission.

I've been described as a person with integrity, competence, and insight, and I'd like to contribute to the positive development of our city.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

reading an article in the Stockton Record

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5)

years.

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Question applies to multiple boards.

The City of Stockton requires members of the City Council Salary Setting Commission, Civil Service Commission/Equal Employment Commission, and San Joaquin Mosquito and Vector Control District to be registered voters of the City of Stockton. If you are applying to one of these Commissions, your voter registration will be verified.

Question applies to multiple boards.

I consent to the City of Stockton verifying my voter registration, if required.

◉ Yes ○ No

Question applies to multiple boards.

If your name, address, city or zip code are different on your voter registration, please explain and give us the correct information below:

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

jb

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Feb 17, 2015
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Amritpal (Rick) — First Name
S. — Middle Initial
Grewal — Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton — City
CA — State
[redacted] — Postal Code

[redacted]
Ethnicity

[redacted]
Gender

East Indian
If selected "Other," please specify.

District 1
What district do you live in?

20 years
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked "No", please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Charter Review Advisory Commission

Interests & Experiences

Please tell us about yourself and why you want to serve.

Interested in keeping safety and welfare of this community.

Please state the reason you would like to be a member of this board/commission.

I would like to make sure that the city has current and up to date rules and regulations to follow.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

Recommended to me by Mayor Anthony Silva.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

certificate.docx

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

ASG

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Jan 07, 2015
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Dru
First Name

V
Middle Initial

Hunt
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

If selected "Other," please specify.

District 1
What district do you live in?

4
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked "No", please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Building and Housing Board of Appeals, Charter Review Advisory Commission, Community Development Committee, Parks and Recreation Commission

Question applies to Building and Housing Board of Appeals.

Do you have experience in any of the following areas? Select all that apply.

- ☐ General Building Contractor
- ☐ Electrical Contractor
- ☐ Engineer or Architect
- ☐ Mechanical Contractor
- ☐ Plumbing Contractor

Question applies to Building and Housing Board of Appeals.

Are you a disabled citizen?

○ Yes ◉ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

I spent my formable years in Stockton but due to a lack of local opportunity in my field of interest I left Stockton at the age of Eighteen. I have traveled the United States and the World and now return to Stockton to attempt to make the town I grew up in a better place for all Stocktonians.

Please state the reason you would like to be a member of this board/commission.

I am a capable citizen and I feel it is my duty.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

Internet.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

Resume.docx

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

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- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

DVH

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Apr 09, 2014
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

jon
First Name

e
Middle Initial

nisby
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

If selected "Other," please specify.

District 1
What district do you live in?

6 years 2 months
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Arts Commission, Charter Review Advisory Commission

Question applies to Arts Commission.

Outside of your profession, indicate what type of Arts you are active in? Select all that apply.

☒ Cinema

Question applies to Arts Commission.

Are you interested in or accomplished in fund-raising?

◉ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Please state the reason you would like to be a member of this board/commission.

to offer my services to the City of Stockton

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

newspaper article

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

1JNbio.doc

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

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- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

◉ Yes ○ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

J. N.

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Jan 08, 2015
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Motecuzoma
First Name

P
Middle Initial

Sanchez
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

Mexican-Anglo
If selected "Other," please specify.

District 3
What district do you live in?

1 year
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Charter Review Advisory Commission, Measure A Citizens' Advisory Committee, Planning Commission, Water Advisory Group

Question applies to Water Advisory Group .

Do you reside within one of the Stockton Municipal Utilities' three utility service areas?

○ Yes ○ No

Question applies to Water Advisory Group .

If yes, state which one:

Interests & Experiences

Please tell us about yourself and why you want to serve.

I am active in the community and passionate about improving the equality of life and condition of my city. I am currently completing my Master's degree in Public Administration and have experience working on legislation in the state capitol.

Please state the reason you would like to be a member of this board/commission.

I believe I can bring my experience and education to have an impact on this board/commission.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Children's Services Coordinating Commission and Equal Employment Opportunity Advisory Committee for SJ County.

How did you hear about the position?

City council members.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

Motecuzoma_Sanchez_Resume-3.pdf

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
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- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
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- Commission Income Received by Brokers, Agents, and Salespersons
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If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

MPS

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Oct 15, 2014
Status: eligible

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

William
First Name

L
Middle Initial

Swanner
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

Native American/White
If selected "Other," please specify.

District 3
What district do you live in?

17 Years
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

○ Yes ◉ No

call 209 992-9668

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

○ Yes ◉ No

If yes, please list

Which Boards would you like to apply for?

Charter Review Advisory Commission, Cultural Heritage Board, San Joaquin County Commission on Aging

Question applies to Cultural Heritage Board.

Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply.

- ☐ Architecture
- ☐ California Licensed Architect
- ☐ Construction Industry
- ☐ Construction Technology
- ☐ Historian
- ☐ Historic or cultural traditions of the community
- ☐ Preservation
- ☐ Real Estate
- ☐ Stockton resident for 40 years or longer

Interests & Experiences

Please tell us about yourself and why you want to serve.

I have lived in Stockton for 17 years and wish to serve the people of this great city by giving back to them what they gave/shared with us when my family moved here from Andrews Air Force Base.

Please state the reason you would like to be a member of this board/commission.

I would like to be a member of the Charter Review Advisory Committee because i believe i can share hope, love, honor, and the experience of living around the world; to bear(make bearable) living in Stockton with the problems we all have in common.

Have you served on an advisory group before?

○ Yes ◉ No

If yes, please explain.

How did you hear about the position?

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

○ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ○ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

William_L._Swanner.pdf
Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

In accordance with Government Code Sections 87300 – 87313 and the City of Stockton's Conflict of Interest Code, this Board/Commission/Committee may be designated to file Statements of Economic Interests. If you are appointed to this Board/Commission/Committee, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosure are:

- Investments
- Interests in Real Property (other than your residence)
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

WLS

Enter Your Initials:

Application for appointment and background information for City of Stockton Boards, Commissions, and Committees

Submit Date: Jan 06, 2015
Status: appointed

Application Form

Profile

[redacted]
Email Address

This Document and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

Aaron
First Name

Middle Initial

Edwards
Last Name

[redacted]
Street Address

[redacted]
Suite or Apt

Stockton
City

CA
State

[redacted]
Postal Code

[redacted]
Ethnicity

[redacted]
Gender

If selected "Other," please specify.

District 3
What district do you live in?

1 year
I declare under penalty of disqualification/termination that I have been a resident at the above address for years/months?

[redacted]
Primary Phone

[redacted]
Alternate Phone

The City of Stockton uses email as the preferred method of communication regarding your application. Is this acceptable to you?

◉ Yes ○ No

If you have checked “No”, please identify how you prefer to be contacted:

[redacted] Employer

[redacted] Job Title

[redacted] Occupation

Employer Address

[redacted]

Are you currently serving on a City of Stockton Board, Commission, or Committee?

◉ Yes ○ No

If yes, please list

Parks & Recreation Commission

Which Boards would you like to apply for?

Arts Commission, Charter Review Advisory Commission, Mayor's Task Force for Persons with Disabilities, Parks and Recreation Commission, Planning Commission, Port Commission, Public Art Advisory Committee

Question applies to Arts Commission.

Outside of your profession, indicate what type of Arts you are active in? Select all that apply.

☒ Music

Question applies to Arts Commission.

Are you interested in or accomplished in fund-raising?

◉ Yes ○ No

Question applies to Port Commission.

Do you reside within the Port District boundary or consistent with the City General Plan boundaries, plus a one-half mile strip on either side of the Stockton Ship Channel from the Port to Disappointment Slough?

○ Yes ○ No

Question applies to Port Commission.

If so, for how long?

Question applies to Public Art Advisory Committee .

Are you knowledgeable, have experience in, or extensive background in any of the following areas? Select all that apply.

- ☐ Active in community activities significant enough to confirm knowledge of issues and individuals within the community
- ☐ Activist for the Visual Environment, Public Art, or Regional/National Individual Artists' work
- ☐ Critic of Contemporary Visual Art Forums
- ☐ Employed as a Professional Visual Artist
- ☐ Knowledge of new artistic & design expressions
- ☐ Possess decision-making abilities
- ☐ Understanding of Ethnic/Gender Diversity
- ☐ Understanding of the Stockton Public Art Plan processes and implications for the City of Stockton
- ☐ Willingness to tolerate/promote change

Question applies to Public Art Advisory Committee .

I have been a resident of Stockton for at least 3 years.

○ Yes ○ No

Interests & Experiences

Please tell us about yourself and why you want to serve.

Former Stockton Sports Commissioner and current Parks & Recreation Commissioner, i'm very active in the community as a mentor and High School Football coach. I want to educate and encourage the community on what art can do for the city of Stockton and raise funds for the commission.

Please state the reason you would like to be a member of this board/commission.

I want to promote and educate youth in the city of Stockton as to the benefits of art and to promote and enhance events related to art.

Have you served on an advisory group before?

◉ Yes ○ No

If yes, please explain.

Sports Commission, Parks & Recreation.

How did you hear about the position?

City Website.

City Council Policy 100-2 states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member?

◉ Yes ○ No

Do you or immediate family members have any relationship (professional, financial, other) that may present a potential conflict of interest for this advisory group?

○ Yes ◉ No

If yes, please explain

Background Information

Please upload a resume or cv with the names, addresses, and dates of employers for the last five (5) years.

Aaron_Edwards.doc

Upload a Resume

INFORMATION REGARDING CONFLICT OF INTEREST AND FILING OF STATEMENTS OF ECONOMIC INTERESTS

State and local law requires that you abstain from participation in decisions that may affect your financial interests, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interests beginning with the immediate 12 month period prior to your appointment.

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- Income – Travel Payments, Advances, Reimbursements
- Income Gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the City Clerk's Office at

(209) 937-8458.

Based on your best judgment, does this Commission make decisions that may affect any sources of income, interests in real property, or investments of you or your spouse?

○ Yes ◉ No

If yes, Identify any organizations, associations, corporations, or entities by which you are employed or associated that might be affected by decisions of this board or commission and the positions you hold.

Voter Registration (Questions appear if required)

Submit Application

Please identify any specialized accommodations needed for equal participation:

None.

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

AE

Enter Your Initials:

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPOINTING THREE MEMBERS TO THE CHARTER REVIEW ADVISORY COMMISSION, PROVIDING FOR THE POTENTIAL APPOINTMENT OF OTHER NEW MEMBERS AT A FOLLOWING MEETING AND EXTENDING THE TERM OF THE 15 MEMBER COMMISSION TO EXPIRE JUNE 30, 2016

Three vacancies exist on the Charter Review Advisory Commission due to the resignations of Commissioners Dougherty, Seligman, and Brown; and

Commissioners Dougherty, Seligman, and Brown were appointments of Mayor Silva; and

Mayor Silva has selected Aaron Edwards, Amritpal (Rick) Grewal, and Motecuzoma Sanchez to fill these existing vacancies on the Charter Review Advisory Commission; and

Councilmembers Holman, Fugazi, Wright and Lofthus should be provided the opportunity to appoint a commissioner of their choice; and

The term of the Charter Review Advisory Commission is set to expire June 11, 2015, and the Commission has requested Council to extend the term to expire June 30, 2016, as it completes Block 2 of the Scope of Work and deliverables for placement on the November 2016 General Election ballot; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. Aaron Edwards, Amritpal (Rick) Grewal, and Motecuzoma Sanchez are appointed to the Charter Review Advisory Commission to fill the vacancies created by the resignations of Commissioners Seligman, Dougherty, and Brown.

2. Council members Holman, Fugazi, Wright and Lofthus will be provided an opportunity to appoint a commissioner of their choice at a future meeting.

3. The term of the Charter Review Advisory Commission has been extended to expire June 30, 2016.

PASSED, APPROVED, and ADOPTED March 24, 2015

_____
ANTHONY SILVA, Mayor
of the City of Stockton

ATTEST:

_____
BONNIE PAIGE, City Clerk
of the City of Stockton

16.1

15-1381 **PUBLIC HEARING IMPLEMENTING PEG (PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS) SUPPORT FEE WITH STATE VIDEO FRANCHISE SERVICE PROVIDERS WITHIN THE CITY OF STOCKTON**

RECOMMENDATION

At the conclusion of the public hearing, it is recommended that the City Council approve a resolution authorizing the implementation of a 1% PEG (Public, Educational and Governmental Access) support fee with State video franchise service providers to use for facilities and equipment associated with the City of Stockton Government Access Channel 97 and broadcast of public meetings and information and appropriate first year revenue and expenditures.

Department: City Manager

Attachments: Attachment A - SMC 11-24 State Video Service Franchises

Proposed Resolution - Implementing PEG Fee

File #: 15-1381, Version: 1

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At the conclusion of the public hearing, it is recommended that the City Council approve a resolution authorizing the implementation of a 1% PEG (Public, Educational and Governmental Access) support fee with State video franchise service providers to use for facilities and equipment associated with the City of Stockton Government Access Channel 97 and broadcast of public meetings and information and appropriate first year revenue and expenditures.

Summary

The 1984 Federal Cable Act (Section 542) requires video (cable) license holders to provide capital support for PEG equipment and facilities. Under the State of California Digital Infrastructure and Video Competition Act of 2006 (DIVCA), cities may require each franchise holder to pay a fee equal to 1% of its gross revenues, referred to as a PEG fee. On March 13, 2012, City Council adopted Stockton Municipal Code (SMC) Chapter 11.24 *State Video Service Franchises*, authorizing the City to implement a 1% PEG support fee (Attachment A). While authorization occurred with the 2012 ordinance adoption, implementation was postponed, pending the development of a plan for use of revenues.

The City of Stockton has developed a plan for complete replacement and expansion of Government Access Channel facilities and equipment required for the production and broadcast of Government Access television programming. Once video service providers are notified, the PEG support fee commences within 60 days. Revenues are estimated to be $448,000 annually. The cost of immediate needs associated with Channel 97 facilities and equipment replacement is estimated at $435,300 for Fiscal Year (FY) 2014-15.

The City's Government Access Channel 97 facilities and equipment needs must be addressed concurrent with the relocation of City Hall and Council Chambers to prevent interruption of service. Current production and broadcast equipment is antiquated (analog) and failing. Equipment will be purchased and facilities placed to provide for continued operations of the Government Access Channel. Separate accounts will be set up to track revenues and expenditures including an internal service fund (ISF) account for the annual cost of scheduled equipment replacement. After the initial purchase of equipment, the City will add other equipment and develop studio facilities to support production and broadcast of programming.

DISCUSSION

Background

A 2006 state law established the California Public Utilities Commission (CPUC) as the sole franchising authority for video (cable) franchises with the Digital Infrastructure and Video Competition Act (DIVCA), which went into effective on January 1, 2007.

Until DIVCA, local municipalities adopted ordinances and granted franchises for cable providers serving the community. Prior to the expiration of local franchises, municipalities were required to adopt ordinances that reserve local jurisdiction rights and recognize State law. In compliance with State law and DIVCA, the Stockton City Council repealed Stockton Municipal Code (SMC) Chapter 11.24 *Cable Television* and adopted a new ordinance, SMC 11.24 *State Video Service Franchises,* on March 13, 2012. The ordinance went into effect, April 12, 2012. The PEG support fee was authorized with the adoption of the ordinance in 2012.

All PEG channels were formerly operated and programmed by the local cable franchise holder, most recently, Comcast. Government meetings were originally staffed, taped, and aired under the franchise agreement by the local cable operator. Stockton has produced programming for the Government Access Channel (previously Channel 42, now Channel 97) since 1999. The City of Stockton began both operation and programming of the Government Access Channel 97 in 2003. Comcast no longer programs or operates PEG channels in Stockton or other communities where local franchises have expired.

Present Situation

Stockton's ordinance recognizes Comcast and AT&T as video service providers, authorized under State franchises by the CPUC, serving Stockton.

State law (DIVCA) preserves the 5% franchise fee collected for use of local public right-of-ways for the delivery of video services within this jurisdiction; maintains the City's lead in California Environmental Quality Act (CEQA) compliance, if video projects require environmental review; provides the authority to examine or audit video service provider records; and reserves up to three (3) channels for Public, Educational, and Governmental Access use.

SMC 11.24 *State Video Service Franchises* authorizes the City to adopt video provider customer service standards and fines for video service provider material breaches. In addition, it provides the authority to charge video service providers a PEG support fee equal to 1% of the video providers' gross revenues.

The City of Stockton is not currently receiving PEG fee revenues. Operational and equipment expenses are paid for from the City's General Fund. Revenues from PEG fees cannot be used for on -going operational costs; however, PEG fees can be used for equipment and facilities costs associated with the production and broadcast of Government Access Channel programming, such as City Council Meetings and informational programs about City programs and services.

A survey of other cities typically compared to Stockton indicates that nearly all municipalities operating a government access television channel have a PEG fee, most are equal to 1% of gross revenues. PEG fees greater than 1% were in-place at that rate prior to DIVCA and have been

grandfathered at the pre-DIVCA level:

City	Fee	City	Fee
Chula Vista	1%	Richmond	1%
Fairfield	1%	Palo Alto	.88/month/acct
Fremont	1%	Sacramento	3%
Fresno	1%	Salinas	1%
Gilroy	3%	San Bernardino	1%
Half Moon Bay	1.5%	San Jose	1%
Hayward	1%	San Mateo	1%
Livermore	.50/month/acct	Sunnyvale	1%

Current equipment used to produce and broadcast Government Access Channel 97 programming was purchased in 2003. Existing equipment is antiquated and failing, making production and programming difficult and time consuming. The equipment is analog and only transmits a signal with the assistance of digital converters installed by Comcast prior to the expiration of the local franchise agreement. The City's General Fund is currently the only funding source for operational costs and the repair or replacement of equipment. When equipment breaks, for example, video recorders, cameras, editing equipment, or Council Chambers microphones, replacement equipment must be purchased from the City's General Fund.

Current Status

The City's Government Access Channel currently only broadcasts on Comcast Channel 97. Due to cost and equipment space limitations, the Government Access Channel does not currently broadcast on AT&T-Uverse. Citizens who are not Comcast subscribers can only participate in City meetings by viewing the streaming option on the City's website or by attending in person.

Channel 97 equipment provides both video and audio feeds to the Granicus system; Granicus recordings are recognized as the official record of City meetings. City Council Meetings are broadcast live on Channel 97 and streamed on the website using Granicus. The broadcast and streaming of City meetings is critical to government transparency and the City's public image.

The City's current Government Access Channel equipment is over a decade old. The equipment is at the end of its useful life and replacement parts and repair services are no longer available. If broadcast components fail, the City's Government Access Channel 97 will "go dark."

- Channel 97 equipment is obsolete, designed specifically for the current serving arrangement in the existing Council Chambers, and it cannot be relocated and installed in another location, as it is no longer supported by vendors.
- The analog equipment does not produce or transmit High Definition (HD) signals, as required by the Federal Communication Commission (FCC), without the use of the digital converters installed by Comcast several years ago.

- Field cameras and post-production editing equipment and software are also obsolete, fragile, and cannot be repaired, because the equipment is no longer supported by manufacturers and suppliers.

Government Access Channel Equipment

Implementation of the PEG fee provides a critical funding source for Government Access Channel facilities and equipment needed for the programming and broadcast of City meetings and information about City programs and services.

The City has worked with a vendor that has extensive experience in providing equipment to PEG channel operations in other municipalities. The vendor has analyzed operations and equipment and conducted field visits to both the existing Council Chambers and the space designated for Council Chambers at 400 E. Main Street, Stockton. New equipment can be installed at the current City Hall and moved to 400 E. Main when City Hall is relocated.

Current equipment and facilities needs for the City's Government Access Channel are estimated to be $$435,275.44 for components required in Council Chambers to broadcast meetings, as well as equipment required for producing original programing. New equipment will also facilitate Closed Captioned Service for hearing impaired viewers.

The following is a list of replacement equipment needed to maintain the current level of operations. Also included are the costs of facilities required to operate and broadcast Channel 97 at the new City Hall:

Council Chambers Equipment	$93,500
• *Cameras, monitors, cabling, audio*	
Control Room Equipment	62,400
• *Video switching, monitoring, cabling, converters, battery back-up/surge protection, furniture and racks*	
Channel Playback, Closed Captioning & Bulletin Board	40,800
• *Channel playback, scheduling and signage, closed captioning equipment*	
Field Equipment	69,200
• *Cameras, audio, lighting and background, prompters and software*	
Installation	99,400
• *Estimated at 25% of equipment cost, plus raw cable, connectors and other supplies*	
Transport Facilities to Video Service Providers	70,000
• *Fiber extension*	
Estimate Total	$435,300

PUBLIC NOTICE

A public notice was published in The Record on March 14, 2015.

Conclusion

Implementation of the PEG fee, which will facilitate continued operation of the Government Access Channel, is critical to providing open, transparent government. With Council approval, Comcast and AT&T will be notified and the PEG fee will be implemented within 60 days. Revenue will be received in quarterly installments from the video service providers.

The City will issue a request for proposal (RFP), develop a replacement schedule based on the life expectancy of the equipment purchased, and determine budget needs for future years. Channel 97 facilities and equipment expenses beyond the initial purchase will depend on the City's ability to support operational costs, which cannot be paid for from PEG fees, and the associated need for additional facilities and equipment.

Equipment and facilities purchased with PEG fee revenues will facilitate the continued broadcast of City meetings and production of programming for the City of Stockton Government Access Channel. The PEG support fee will also provide the equipment necessary to broadcast on both Comcast and AT&T-Uverse, which are the State franchisees authorized to provide video services in Stockton.

Summary

Pursuant to Stockton Municipal Code Section 11.24 *State Video Franchise Services*:

1. Current City ordinance authorizes a 1% PEG support fee, as permitted under California Public Utilities Code Section 5870(n).

2. PEG support fee will be implemented within sixty (60) days of written notice to State Franchise holders, i.e., Comcast and AT&T.

3. FCC regulations distinguish PEG fees from franchise fees and the Federal Cable Communications Policy Act of 1984 restricts the use of PEG fees to facilities and equipment.

4. PEG support fee revenues will be used for equipment and facilities associated with the City of Stockton Government Access Channel.
5. Implementation of the 1% PEG support fee will not impact the 5% franchise fee that provides approximately $2.240 million in annual General Fund revenue from State franchise holders' gross revenues.

FINANCIAL SUMMARY

PEG support fee revenues are estimated to be $448,000 annually. The first year revenue and expenditure are anticipated to be $45,000 and will be appropriated in separate accounts (020-0134) in FY 2014-15 as proposed per accompanying resolution. Future years will be budgeted through the annual budget development process. All operational costs, such as dedicated staff and any on-going expenses related to operation of the Government Access Channel, will continue to be paid out of the existing Non-Departmental General Fund.

Attachment A - SMC Chapter 11.24 State Video Service Franchises (Ordinance 2012-03-13-1601)

ORDINANCE NO. 2012-03-13-1601 CS

AN ORDINANCE REPEALING CHAPTER 11.24, CABLE TELEVISION FRANCHISES PROCEDURES, SPECIFICATIONS AND TERMS OF THE STOCKTON MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 11.24, STATE VIDEO SERVICE FRANCHISES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

SECTION I: REPEAL CODE CHAPTER 11.24 Cable Television Franchises Procedures, Specifications and Terms

The entire Chapter 11.24 of the Stockton Municipal Code is repealed.

SECTION II: ADOPT NEW CHAPTER 11.24

A new Chapter 11.24 State Video Service Franchises, implementing the provisions of the Digital Infrastructure and Video Competition Act of 2006, codified in California Public Utilities Code Section 5800 et seq. is adopted to read as follows.

11.24.010 GENERAL PROVISIONS

1. Purpose. This Chapter is applicable to video service providers who have been awarded a state video franchise under the California Public Utilities Code section 5800 *et seq.* (the Digital Infrastructure and Video Competition Act of 2006 ["DIVCA"]), to provide cable or video services in any location(s) within the incorporated boundaries of the City. It is the purpose of this Chapter to implement within the incorporated boundaries of the City the provisions of DIVCA and the rules of the California Public Utilities Commission promulgated there under that are applicable to a "local franchising entity" or a "local entity" as defined in DIVCA.

2. Rights Reserved.

a. The rights reserved to the City under this Chapter 11.24 are in addition to all other rights of the City, whether reserved by this Chapter 11.24 or authorized by law, and no action, proceeding or exercise of a right shall affect any other rights which may be held by the City.

City Atty Review _____
Date March 7, 2012

b. Except as otherwise provided by DIVCA, a state franchise shall not include, or be a substitute for:

i. compliance with applicable requirements for the privilege of transacting and carrying on a business within the City, including, but not limited to, compliance with the conditions that the City may establish before facilities may be constructed for, or providing, non-video services;

ii. any permit or authorization required in connection with operations on or in public rights-of-way, public utility easements, or public property, including, but not limited to, encroachment permits, street work permits, pole attachment permits and street cut permits; and

iii. any permit, agreement or authorization for occupying any other property of the City or any private person to which access is not specifically granted by the state franchise.

c. No permit issued by the City to a state franchise holder is itself a franchise, nor shall any permit create a vested right that would prohibit the City from revoking or amending the permit.

3. Compliance with City Ordinances. Nothing contained in this Chapter 11.24 shall be construed so as to exempt a state franchise holder from compliance with all ordinances, rules or regulations of the City now in effect or which may be hereafter adopted which are consistent with this Chapter 11.24 or California Public Utilities Code section 5800 *et seq.*, or any obligations under any franchise issued by the City insofar as those obligations may be enforced under California Public Utilities Code section 5800 *et seq.*

4. Compliance with DIVCA. When a video service provider holding a state franchise provides notice to the City pursuant to section 5840(m) of DIVCA that it is commencing to provide video service to the City, a holder of a local franchise shall seek a state franchise pursuant to section 5930 (c) and the upon issuance of a state franchise by the California Public Utilities Commission for the franchise area the local franchise shall terminate.

11.24.020 DEFINITIONS

A.. Definitions Generally -- Interpretation of Language. For purposes of Chapter 11.24, the following terms, phrases, words, and their derivations shall have the meaning given in this Section.. Words not defined in this Section shall have the same meaning as established in: (1) DIVCA, and if not defined therein, (2) California Public Utilities Commission rules implementing DIVCA, and if not defined therein, (3) Title VI of Title 47 of the Communications Act of 1934, as amended, 47 USC § 521 et. seq., and if not defined therein (4) their common and ordinary meaning. When not inconsistent with the context, words used in the

present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and "including" and "include" are not limiting. The words "shall" and "will" are always mandatory, but the use of those terms grants no private rights to any person with respect to the City. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision. References to laws, ordinances or regulations shall be interpreted broadly to cover government actions, however nominated, and include laws, ordinances and regulations now in force or hereinafter enacted or amended.

1. "Gross revenues" means all revenues actually received by the holder of a state franchise or its affiliates that are derived from the operation of the holder's network to provide cable service or video service within the incorporated areas of the City.

2. "PEG access," or "PEG" means the availability of a cable or state franchise holder's system for public, educational, or governmental use by various agencies, institutions, organizations, groups, and individuals, including organizations, groups, or individual members of the general public, educational institutions, and the City and its designated access providers, to acquire, create, and distribute programming not under a state franchise holder's editorial control.

3. "State franchise holder" means a cable operator or video service provider that has been issued a franchise by the California Public Utilities Commission to provide cable service or video service, as those terms are defined in California Public Utilities Code section 5830, within any portion of the incorporated limits of the City.

11.24.030 FRANCHISE FEES

A. State Franchise Fees. Any state franchise holder operating within the incorporated areas of the City shall pay to the City a state franchise fee equal to five percent (5%) of gross revenues that may be subject to a franchise fee under California Public Utilities Code section 5860.

B. Payment of Franchise Fees. The state franchise fee required pursuant to this Section shall be paid quarterly, in a manner consistent with California Public Utilities Code section 5860. The state franchise holder shall deliver to the City, by check or other means, which shall be agreed to by the City, a separate payment for the state franchise fee not later than forty-five (45) days after the end of each calendar quarter. Each payment made shall be accompanied by a report, detailing how the payment was calculated, and shall include such additional information on the appropriate form as designated by the City.

C. Examination of Business Records. The City may examine the business records of the holder of a state franchise in a manner consistent with California Public Utilities Code section 5860(i).

D. Late Payments. In the event a state franchise holder fails to make payments required by this Section on or before the due dates specified herein, the City shall impose a late charge at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%).

11.24.040 CUSTOMER SERVICE

A. Customer Service Standards. A state franchise holder shall comply with Sections 53055, 53055.1, 53055.2 and 53088.2 of the California Government Code; the FCC customer service and notice standards set forth in Sections 76.309, 76.1602, 76.1603, and 76.1619 of Title 47 of the Code of Federal Regulations; Section 637.5 of the California Penal Code; the privacy standards of Section 551 of Title 47 of the United States Code; and, to the extent consistent with DIVCA, all other applicable state and federal customer service and consumer protection standards pertaining to the provision of video service, include any such standards hereafter adopted. In case of a conflict, the stricter standard shall apply. All customer service and consumer protection standards under this paragraph shall be interpreted and applied to accommodate newer or different technologies while meeting or exceeding the goals of the standards.

B. Penalties for Violations of Standards. The City shall enforce the compliance of state franchise holders with respect to the state and federal customer service and consumer protection standards set forth in this Section. The City will provide a state franchise holder with a written notice of any alleged material breaches, as defined in California Public Utilities Code section 5900, of applicable customer service or consumer protection standards, and will allow the state franchise holder 30 days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied by a state franchise holder within the 30-day time period, irrespective of the number of customers affected, will be subject to the following penalties to be imposed by the City:

1. For the first occurrence of a material breach, a fine of $500 may be imposed for each day the violation remains in effect, not to exceed $1,500 for each violation.

2. For a second material breach of the same nature within 12 months, a fine of $1,000 may be imposed for each day the violation remains in effect, not to exceed $3,000 for each violation.

3. For a third material breach of the same nature within 12 months, a fine of $2,500 may be imposed for each day the violation remains in effect, not to exceed $7,500 for each violation.

C. Any penalties imposed by the City shall be imposed in a manner consistent with California Public Utilities Code section 5900.

11.24.050 PERMITS AND CONSTRUCTION

A. Except as expressly provided in this Chapter 11.24, all provisions of Title 16, Development Code of the Stockton Municipal Code, and all City administrative rules and regulations developed to any of these provisions, as now existing or as hereafter amended, shall apply to all work performed by or on behalf of a state franchise holder on any City public rights-of-way, public utility easements, public property, or City easement.

B. Permits. Prior to commencing any work for which a permit is required by Section 16.72.125 of this Code, a state franchise holder shall apply for and obtain a permit in accordance with the provisions of Title 10 of this Code and shall comply with all other applicable laws and regulations, including but not limited to all applicable requirements of Division 13 of the California Public Resources Code, section 21000, *et seq.* (the California Environmental Quality Act).

C. The Community Development Director shall either approve or deny a state franchise holder's application for any permit required under subsection A within sixty (60) days of receiving a completed permit application from the state franchise holder.

D. If the Community Development Director denies a state franchise holder's application for a permit, the Community Development Director shall, at the time of notifying the applicant of denial, furnish to the applicant a detailed explanation of the reason or reasons for the denial.

E. A state franchise holder that has been denied a permit by final decision of the Community Development Director may appeal the denial to the City Council. Upon receiving a notice of appeal, the City Council shall take one of the following actions:

1. Affirm the action of the Community Development Director without any further hearing; or
2. Refer the matter to the Community Development Director for further review with or without instructions; or
3. Set the matter for a de novo hearing before the City Council.

F. In rendering its decision on the appeal, the City Council shall not hear or consider any argument or evidence of any kind other than the record of the matter received from the Community Development Director unless the City Council is itself conducting a de novo hearing on the matter.

G. The issuance of a permit is not a franchise, and does not grant any vested rights in any location in the public rights-of-way, or in any particular manner of placement within the rights-of-way. Without limitation, a permit to place cabinets and similar appurtenances aboveground may be revoked and the permittee required to place facilities underground, in accordance with applicable law.

11.24.060 EMERGENCY ALERT SYSTEM

Each state franchise holder shall comply with the emergency alert system requirements of the Federal Communications Commission in order that emergency messages may be distributed over the state franchise holder's network. To the extent consistent with Public Utilities Code Section 5880, each state franchise holder shall install and maintain an audio override on all channels for transmission of emergency messages and alerts, and shall provide for character generated "crawl" information to be superimposed on all channels for the hearing impaired.

11.24.070 PUBLIC, EDUCATIONAL, AND GOVERNMENT ACCESS CHANNEL CAPACITY, SUPPORT, INTERCONNECTION, AND SIGNAL CARRIAGE

A. PEG Channel Capacity.

1. A state franchise holder shall designate a sufficient amount of capacity on its network to allow the provision of at least three (3) PEG channels to satisfy the requirement of section 5870 of the California Public Utilities Code, within the time limits specified therein.

2. A state franchise holder shall provide an additional PEG channel when the City satisfies the standards set forth in Section 5870(d) of the California Public Utilities Code or any entity designated by the City to manage one or more of the PEG channels.

B. PEG Support.

1. Amount of PEG Support Fee. Any state franchise holder shall pay to the City as such time as directed by the City -- or if directed by the City, to the City's designated PEG provider -- a PEG fee equal to one percent (1%) of gross revenues.

2. The City shall provide written notification to state franchise holder(s) at such time that the City wishes to implement the PEG support fee.

State franchise holders so notified shall commence payment of the fee to the City sixty (60) days after City notification of PEG fee implementation

3. The PEG support fee shall be used for PEG purposes that are consistent with state and federal law.

4. A state franchise holder shall remit the PEG support fee quarterly, within forty-five days after the end of each calendar quarter. Each payment made shall be accompanied by a summary, detailing how the PEG support fee was calculated.

5. In the event that a state franchise holder fails to pay the PEG support fee when due, or underpays the proper amount due, the state franchise holder shall pay interest at the rate per year equal to the highest prime lending rate during the period of delinquency, plus one percent (1%), or the maximum rate specified by state law.

C. PEG Carriage and Interconnection.

1. As set forth in Sections 5870(b) and 5870(g)(3) of the California Public Utilities Code, state franchise holders shall ensure that all PEG channels are receivable by all subscribers, whether they receive digital or analog service, or a combination thereof, without the need for any equipment other than that needed to receive the lowest cost tier of service. PEG access capacity provided by a state franchise holder shall be of similar quality and functionality to that offered by commercial channels (unless the PEG signal is provided to the state franchise holder at a lower quality or with less functionality), shall be capable of carrying a National Television System Committee (NTSC) television signal, and shall be carried on the state franchise holder's lowest cost tier of service. To the extent feasible, the PEG channels shall not be separated numerically from other channels carried on the lowest cost tier of service and the channel numbers for the PEG channels shall be the same channel numbers used by any incumbent cable operator, unless prohibited by federal law. After the initial designation of the PEG channel numbers, the channel numbers shall not be changed without the agreement of the City unless federal law requires the change.

2. Where technically feasible, each state franchise holder and each incumbent cable operator shall negotiate in good faith to interconnect their networks for the purpose of providing PEG programming. Interconnection may be accomplished by any means authorized under Public Utilities Code section 5870(h). Each state franchise holder and incumbent cable operator shall provide interconnection of PEG channels on reasonable terms and conditions and may not withhold the interconnection. If a state franchise holder and an incumbent cable operator cannot reach a mutually acceptable interconnection agreement for PEG carriage, the City may require the incumbent cable operator to allow each

state franchise holder to interconnect its network with the incumbent cable operator's network at a technically feasible point on the state franchise holder's network as identified by the state franchise holder. If no technically feasible point of interconnection is available, each state franchise holder shall make interconnection available to each PEG channel originator programming a channel in the City and shall provide the facilities necessary for the interconnection. The cost of any interconnection shall be borne by each state franchise holder requesting the interconnection unless otherwise agreed to by the parties.

11.24.080 NOTICES

A. Each state franchise holder or applicant for a state franchise shall file with the City a copy of all applications or notices that the state franchise holder or applicant are required to file with the California Public Utilities Commission.

B. Unless otherwise specified in this Chapter, all notices or other documentation that a state franchise holder is required to provide to the City under this Chapter or the California Public Utilities Code shall be provided to both the City Manager and the City staff person in charge of cable and telecommunications, or their successors or designees.

SECTION III: CONFLICT

To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior city ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

SECTION IV: SEVERABILITY

If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

SECTION V: EFFECTIVE DATE

This ordinance shall take effect and be in full force thirty (30) days after its adoption and passage. The City Clerk shall certify to the adoption of this

Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

ADOPTED: March 13, 2012

EFFECTIVE: April 12, 2012

Ann Johnston

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

Bonnie Paige

BONNIE PAIGE,
City Clerk of the City of Stockton

Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION IMPLEMENTING PEG (PUBLIC, EDUCATIONAL & GOVERNMENTAL) SUPPORT FEE WITH STATE VIDEO FRANCHISE SERVICE PROVIDERS WITHIN THE CITY OF STOCKTON

On March 13, 2012, the Stockton City Council approved Ordinance 2012-03-13-1601 CS, repealing Stockton Municipal Code (SMC) Chapter 11.24 Cable Television and adopting SMC Chapter 11.24 State Video Service Franchises, in compliance with the California Digital Infrastructure and Video Competition Act (DIVCA) of 2006; reserving local jurisdiction rights, recognizing state law, and authorizing a 1% PEG support fee; and

This action furthers the City Council's goals and objectives for improved public relations and image, government transparency, public engagement, investment in technology, and fiscal sustainability; and

A video service provider PEG fee is needed to replace and maintain facilities and equipment that will allow continued Government Access Channel broadcasting and programming; expand broadcasting and programming to all State video franchise service providers authorized to provide video (cable) services in Stockton; and provide a necessary funding source for capital costs associated with facilities and equipment; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Council hereby approves the implementation of a PEG support fee equal to 1% of the gross revenues of all State video franchise service providers authorized to provide video services within the City of Stockton.

2. Amend the current Fiscal Year 2014-15 budget to increase revenues and expenditures by $45,000 in separate accounts within 020-0134.

3. The City Manager is hereby authorized to take the appropriate actions to carry out the intent and purpose of this resolution.

PASSED, APPROVED, AND ADOPTED MARCH 24, 2015.

ANTHONY SILVA
Mayor of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton