City of Piedmont
COUNCIL AGENDA REPORT

DATE: June 16, 2025

TO: Mayor and Councilmembers

FROM: Rosanna Bayon Moore, City Administrator

SUBJECT: Consideration of Amendment to Consulting Services Agreement with ClientFirst Technology Consulting with Revised Exhibits A & B in an Amount Not to Exceed $242,500; Authorization to the City Administrator to Execute Contract Amendment

RECOMMENDATION
Authorize an amendment to the attached consulting services agreement with ClientFirst Technology Consulting for ongoing delivery of strategic IT services in an amount not to exceed $242,500 with revised Exhibits A & B and authorize the City Administrator to execute a contract amendment as described.

DISCUSSION
With offices nationwide, ClientFirst Technology Consulting has a track record of working with small and medium-sized cities in several states, including many in California. The firm has extensive expertise in strategic planning and operation of governmental information technology systems. The Cities of Albany, Newark, San Pablo, Hillsborough, Larkspur, San Leandro, and Woodside are counted among their clients in the Bay Area.

Since 2015, ClientFirst has provided the City of Piedmont with technical assistance and advice on information technology strategy and management. ClientFirst authored the City of Piedmont's Information Technology Strategic Plan and has provided IT guidance to subsequent City policies, programs, and projects. ClientFirst is pivotal in advancing City priorities by identifying IT best practices, performing IT project management (including procurement and vendor coordination), supporting IT strategy development, and facilitating management communication. Accomplishments for FY24-25 include IT Policy development, implementation of a new business license system, telecommunications audit and resulting savings of over $13,000 annually, improved GIS maps for the Fire Department, improved Police Mobile Data Computer communications, and several cybersecurity improvements.

The City is modernizing efforts that improve public access, organizational efficiency and service quality. Accomplishing these objectives requires ongoing strategic IT support. Several identified activities are associated with the recommended authorization, including but not limited to online permitting integration of Solar Permits, Council Chambers Audio/Visual System replacement design, assistance with selection of a document management system, website replacement, Incident Response and Disaster Recovery tabletop exercises and ongoing assistance with GIS, telecommunications cost control, and door access control expansion.

The proposed amendment will address the scope of work identified for the upcoming fiscal year, ensure that the 2023-24 hourly rate schedule is observed, outline the estimated budget by project area, and establish the not to exceed fee of $242,500.

FISCAL IMPACT
$242,500 FY 25-26 Administration, Information Services, IT Consulting Budget

ATTACHMENTS
A: Statement of Qualifications
B: Original Consulting Services Agreement & First Amendment
C: Revised Exhibits A & B
D: FY 2026 Client First Projects

Statement of Qualifications for

Innovation and Technology Services

May 30, 2025

Optimal Technology Guidance

Client Locations
Coast-to-Coast

Practice Locations
Illinois
North Carolina
Texas
California

800.806.3080
www.clientfirstcg.com

CLIENTFIRST
TECHNOLOGY CONSULTING

May 30, 2025

Ms. Rosanna Bayon Moore
City Administrator
City of Piedmont
120 Vista Avenue
Piedmont, CA 94611

RE: Statement of Qualifications for Innovation and Technology Services

Dear Ms. Bayon Moore:

ClientFirst appreciates the opportunity to present the City of Piedmont with our statement of qualifications to provide Innovation and Technology Services. Our consultants have decades of experience providing IT Infrastructure, enterprise system assessments, process reviews, procurement management, and implementation project management oversight to municipalities throughout the United States. Key qualifications include:

Local Government ONLY Focus – ClientFirst Technology Consulting specializes in helping local government agencies evaluate solutions that best fit their agency's specific business process requirements, foster buy-in and consensus across the organization, and provide the best value proposition.

True Independence – ClientFirst is completely independent and unbiased in its analysis and recommendations. We do NOT resell software or employ third-party implementers, trainers, or programmers for software solutions.

Expertise and Experience – ClientFirst has worked with hundreds of cities and counties. The proposed project team has a track record of successful local government software assessments, evaluations, and implementations throughout the United States.

Our clients say we excel in these areas:

- Following best practices
- Customizing the business process review and new system feature/function requirements for each specific agency
- Building consensus throughout the organization
- Educating staff and transferring knowledge
- Effectively supporting change management and buy-in at all levels
- Improving implementation readiness and reducing risk
- Helping gain management and support of elected officials through education and business-case development

Why ClientFirst is the Best Choice

- We pride ourselves on our ability to listen and communicate, affecting positive change at all personnel levels, including elected officials.
- We truly put our client's needs first. You are not just another project to us.
- Our partners are hands-on and do not just provide high-level oversight or project management assistance.
- We customize our deliverables to meet the unique requirements of each client. No cookie-cutter or boilerplate processes or deliverables.

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- We not only follow best practices but also educate staff at all levels on best practices in a manner that helps them understand the relevance to their organization and their role within the project.
- We seek to partner with our clients as integrated subject-matter experts and advisors.
- We work to help digitally transform your organization, transfer knowledge, manage change, and ingrain best practices into your processes and implementation.

For any questions, please get in touch with me at 951.739.7989 or via email at tjakobsen@clientfirstcg.com for additional information. We look forward to the opportunity of serving the City of Piedmont as one of our many satisfied clients.

Sincerely,

Tom Jakobsen
Partner
IT Support and Infrastructure Consulting Practice Leader

David W. Krout, CPA *(inactive)*
Partner
Management Consulting Practice Leader

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Executive Summary

ClientFirst is well-equipped to assist the City of Piedmont in this endeavor. An overview of the project—including key differentiators that set our services apart—is outlined in this Executive Summary.



Thank you for your over-the-top customer service.

—Chief Information Officer
IL School District

Thank you for all your help over these last few months - I couldn't be more pleased!

—Administrative Services Director
CA Municipality

Why ClientFirst is the Best Choice

Experience with Municipalities – Our Team's experience working with municipalities in Illinois and across the country has provided our staff with the subject-matter expertise to quickly understand operation demands and opportunities and equate them to beneficial IT recommendations and improvement.

Locally Based – Our Illinois-based operations can react quickly to on-site project demands without traveling from remote areas. We have staff working nearby nearly every day.

Independence – We do not resell any hardware or software and always have our client's best interests in mind. We recommend products that are cost-effective, easy to support, and in use every day across our client base. We recommend products that work.

Stable, Strong, and Growing – We are a financially stable and profitable firm serving local governments for over 17 years. We continue growing in both the addition of personnel and the expansion of new office locations.

Quality of Experience of Our Consultants – Our project management team comprises four consultants with a collective experience of over 100 years in IT consulting. The leaders and founders of our company come from IT consulting and management experience at a Top-Five national accounting and consulting firm.

IT Assessment and IT Master Plan Experience – Our consultants have years of experience in delivering IT Assessments and IT Master Plans focused on local governments, including cities, counties, libraries, and local/regional districts.

Use of Best Practices – ClientFirst utilizes PMI, ITIL, COBIT, and EAP concepts, along with our own experience and best practices, as building blocks for completing IT assessments and delivering services. Governance is essential to ensuring that IT strategies and recommendations align with business objectives on an ongoing, repeatable basis.

- PMI (Project Management Institute)
- ITIL (Information Technology Infrastructure Library)
- COBIT (Control Objectives for Information and Related Technology)
- EAP (Enterprise Architecture Planning)



You and all at ClientFirst made an awesome difference in our City. Your light and professional touch kept us and Council on the rails! Look forward to more progress and will hopefully see you again soon.

—City Administrator
CA Municipality

Firm Overview

Our consultants have assisted local governments with innovative technology solutions for nearly 20 years. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. Our subject-matter experts offer various technology services our clients often leverage to resolve specific issues. We are confident that no other consulting firm focusing on local governments offers the wide range of IT services that we do.



ClientFirst was extremely knowledgeable, and I felt I have learned more from my work with ClientFirst than anyone else I've worked with in that capacity. I haven't met anyone else who's even close to ClientFirst in their level of expertise.

—Director of Administrative Services
CA Municipality

Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensures that our strategies and recommendations are practical. Our management team's career experience includes over 3,500 projects for more than 500 local government agencies.

Local Presence and Practice Locations

We have a local presence with extensive experience in Illinois. ClientFirst is a national firm with practices located in Illinois, North Carolina, Texas, and California.



Corona, CA



Schaumburg, IL



Charlotte, NC



San Antonio, TX

Business Management Approach

Not all government executives know the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

Practical Recommendations

We believe in using technology to meet the agency's business objectives; we do not apply technology just for technology's sake. We are serious in our quest to provide clients with practical solutions that meet their requirements. Sometimes, the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.



True Independence

ClientFirst believes in practicing **true independence**. We do not resell products or maintain relationships that would result in add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at the lowest competitive cost) to meet their needs.



National Recognition

Many of the industry's leading vendors recognize our consultants nationally for their work. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

Industry Recognition

CIO Review

ClientFirst has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".



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GOVERNMENT TECHNOLOGY SPECIAL
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20 Most Promising Government Technology Solution Providers

ClientFirst Technology Consulting

ClientFirst Technology Consulting
Bringing Innovation, Optimization, and Measurement to Local Government

Government agencies are striving for greater accountability and responsiveness by providing citizens more information and self-service, thereby garnering the confidence that their government is performing its best

National Speakers

ClientFirst personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.

Diversified Experience

We have **extensive experience with various organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed concerning vendor and industry developments.

Integrated Technology Solutions Groups

Whatever the agency's technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.

ClientFirst Integrated Technology Solutions Groups

MANAGEMENT CONSULTING
- Technology Planning
- Mentoring/Advisory
- Interim CIO
- Contract Negotiations
- Project Management
- Technology Governance

IT INFRASTRUCTURE
- Networking
- Servers
- Data Centers
- Procurement Mgmt.
- Contract Negotiations
- Project Management

APPLICATIONS CONSULTING
- Business Process Review
- Software Selection
- Implementation Project Mgmt.

CYBERSECURITY
- Assessment & Planning
- Incident Response Plans
- Disaster Recovery
- Procurement Management
- Contract Negotiations
- Business Continuity

TELECOM
- Bill Audits
- Assessment & Planning
- Design
- RFP/Procurements
- Carrier Services Agreements
- Call Centers

GIS
- Assessment & Planning
- Design
- Data Management
- Development
- Mapping

COMMUNITY DEVELOPMENT
- Public Portals
- System Administration
- Gap Analysis
- Software Selection
- Implementation Project Management

STRUCTURED CABLING
- Assessment and Certification
- CADD Design & Layout
- Vendor Selection
- Project Management
- Documentation

Integrated Technology Services

Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

Applications Consulting

Business Process Review

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

Software Selection

- Feature / Function Requirements Definition
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

Community Development

- Public Portals
- System Administration
- Gap Analysis
- Software Selection
- Implementation Project Management

Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specification, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Review
- System Selection and Contract Negotiation

GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

IT Infrastructure

Networking and Servers

- Assessment, Design, and Installation
- Replication and Redundancy Strategy
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

Disaster Recovery

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-site and Recovery Service Evaluation
- Storage Area Networking
- Backup Strategies and Design

Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

IT Staffing/Augmentation

- IT Staffing Assessment and Operational Review
- Interim IT Management
- Virtual CIO Service
- Supplemental IT Management Staffing

IT Services and Operations

IT Technical and Managed Services

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring

Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

ClientFirst has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director
CA Municipality

IT Operations / Technical Services Experience

- Technical Services
- 24/7 On-Call
- PC Break-Fix Services
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- On-Site or Remote Services
- Network Troubleshooting and Configuration
- Security Systems Support
- Managed Services
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

Telecom Experience

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

Department Area Experience

- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Waste Water
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

Application Area Experience

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:



California
City of Albany
City of Azusa
City of Benicia
City of Big Bear Lake
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Camarillo
City of Carlsbad
City of Cathedral City
City of Cerritos
City of Chico
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Dana Point
City of Downey
City of Dublin
City of Emeryville
City of Escondido
City of Fairfield
City of Foster City
City of Fountain Valley
City of Glendale
City of Glendora
City of Healdsburg
City of Hemet
City of La Habra
City of La Mesa
City of La Puente
City of Laguna Niguel
City of Larkspur
City of Lathrop
City of Lomita
City of Menlo Park
City of Mission Viejo
City of Montclair
City of Moreno Valley
City of Mountain View
City of Murrieta
City of Newark
City of Norco
City of Novato
City of Pacific Grove
City of Pacifica
City of Palm Desert
City of Palmdale
City of Patterson
City of Petaluma
City of Piedmont
City of Pinole
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Rohnert Park
City of Rosemead
City of Sacramento
City of Salinas
City of San Bernardino
City of San Clemente
City of San Gabriel
City of San Jacinto
City of San Leandro
City of San Pablo
City of San Rafael
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South Pasadena
City of South San Francisco
City of St. Helena
City of Sunnyvale
City of Temecula
City of Tracy
City of Tulare
City of Tustin
City of Upland
City of Vacaville
City of West Covina
City of West Sacramento
City of Whittier
Town of Danville
Town of Hillsborough
Town of San Anselmo
Town of Truckee
Town of Windsor
Town of Woodside
Town of Yucca Valley
County of Butte
County of Lassen
County of Mariposa
County of Mendocino
County of Plumas
County of Riverside
County of San Bernardino
County of Tuolumne
County of Yolo
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Coachella Valley Mosquito Vector Control District
Cucamonga Valley Water District
East Bay Regional Park District
El Toro Water District
Fresno Irrigation District
Glendale Water and Power
Hayward Area Recreation and Park District
Jurupa Community Services District
Las Virgenes Water District
Livermore Area Recreation and Park District
Mesa Water District
Midpeninsula Regional Open Space District
Newhall County Water District
Novato Sanitary District
Palmdale Water District
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rosamond Community Services District
San Bernardino Municipal Water
San Mateo Consolidated Fire District
Southern California Coastal Water Research
Sweetwater Authority
Union Sanitary District
Walnut Valley Water District
West County Wastewater District
Western Municipal Water District
Colton Joint Unified School District
Fontana Unified School District
Irvine Unified School District
Lake Elsinore Unified School District
Menifee Unified School District
Mountain View School District
Ohlone Community College
Palm Springs School District
Romoland School District
San Jose Community College
San Marino Unified School District
University of California Berkeley
University of California San Francisco
West Covina Unified School District
Mechoopda Indian Tribe
Piedmont Police and Fire
Stanislaus Council of Governments
UCSF Medical Center

Alabama
City of Pelham

Arizona
County of Maricopa

Connecticut
City of Bristol
City of New Haven
Groton Police and Communications Dispatch
Town of Groton

Florida
City of Cape Coral
City of Deerfield Beach
City of Dunedin
City of Fort Lauderdale
City of Pompano Beach
City of Port St. Lucie
City of Riviera Beach

Idaho
City of Sandpoint

Illinois
City of Bloomington
City of Champaign
City of Countryside
City of Crystal Lake
City of Highland Park
City of Joliet
City of Lake Forest
City of Moline
City of Morton Grove
City of Naperville
City of Oakbrook Terrace
City of Orland Park
City of Prospect Heights
City of Rock Island
City of Rockford
City of St. Charles
City of Waukegan
City of Wood Dale
Village of Arlington Heights
Village of Barrington Hills
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Itasca
Village of Kenilworth
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Lisle
Village of Matteson
Village of Morton Grove
Village of Norridge
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Orland Park
Village of Oswego
Village of Palos Park
Village of Park Forest
Village of River Forest
Village of Riverside
Village of South Barrington
Village of Westmont
Village of Wheeling
Town of Normal
County of Du Page
County of Peoria
County of Sangamon
County of Winnebago

Indiana
The University of Notre Dame
Indianapolis Public Library
Indianapolis Public Schools

Iowa
City of Ankeny
City of Bettendorf
City of Burlington
City of Cedar Rapids
City of New Hampton
City of West Des Moines
County of Johnson
County of Linn
State of Iowa
Burlington Community School District
Cedar Rapids Community School District
Davenport School District
Diocese of Davenport Catholic Schools
Dubuque Community School District
Knoxville Community School District
Mason City School District
North Scott School District
Des Moines Area Community College
Cedar Falls Utilities

Kansas
City of Shawnee

Michigan
University of Michigan
Lake Superior State University

Minnesota
County of Anoka

Nevada
County of Nye
Town of Pahrump

New York
City of Batavia
Village of Ossining

North Carolina
City of Burlington
City of Gastonia
City of High Point
City of Kinston
City of Mount Airy
City of Salisbury
Arc of Stanley County
County of Buncombe
County of Cabarrus
County of Davie
County of Orange
St. Augustine College
Wake Forest University
Eastern Band of Cherokee Indians
Salisbury Rowan Utilities

Ohio
County of Cuyahoga
County of Montgomery

South Dakota
Rapid City Area Schools

Texas
City of Cedar Hill
City of Dallas
City of Farmers Branch
City of Hutto
City of Pflugerville
City of University Park
County of Atascosa
County of Denton
Corpus Christi Fire
Highland Park Police and Fire
International Bank of Commerce
Jacobs Project Management Company
North Texas Emergency Communications Center (NTECC)
River Oaks Country Club
State Bank of Texas
University of Texas Health Science Center
Westwood Country Club

Utah
Washington County School District

Virginia
Commonwealth of Virginia
City of Manassas Park

Wisconsin
City of Appleton
City of Brookfield
City of Eau Claire
City of Wauwatosa
City of West Allis
County of Brown
County of Kenosha
County of Milwaukee
County of Waukesha
HIDTA Milwaukee
Diocese of Madison Catholic Schools
Madison School District
Shorewood School District
Whitnall School District
West Allis School District

Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring our clients can access the latest information in the field.



Project Team

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services. Detailed profiles for each Project Team member are found in this section.

Piedmont
Project Manager

Tom Jakobsen
CLIENTFIRST Project Director

Tom Jakobsen Partner IT Infrastructure and Operations	**David Krout** Partner Management Consulting
James Smith Senior Director IT Infrastructure	**Jamie Shell** Director Enterprise Applications Consulting
Tom Weiman Enterprise Communications Consulting Practice Leader	**Tatjana Meser** Director Enterprise Applications Consulting
Craig Williams Director Infrastructure Consulting Services	**Alicia Burns** Senior Management Consultant
Paul Miller IT Infrastructure/Cybersecurity Consulting	**Cyndi Hoxie** Senior Management Consultant
Maria Perperidis Enterprise Applications Management Consultant	**Janet Federico** Senior Management Consultant
Marcia Struwing Senior Telecommunications Consultant	**Michael Truncale** Senior Management Consultant
Aaron Ayala Senior Systems Engineer	
Keith Culp Senior Systems Engineer	
Pete Graziano Senior Network Engineer	
Thomas Hasselbeck Senior GIS Consultant	

Proposed Personnel

The personnel selected for this engagement are local government experts in their given IT and Technology disciplines, chosen according to the specific needs of this project. They have each worked with dozens of agencies, primarily municipalities. Detailed qualifications are listed in their resumés below. ClientFirst does not anticipate utilizing subcontractors for these engagements but would work with the City if necessary.

Position Title	Resource Name	Description of the Position	Years of Relevant Work Experience
Managing Partner, Management Consulting Practice Leader	David Krout	Management Consulting, Enterprise Applications, Project Management	25
Senior Partner, IT Infrastructure and Operations Consulting Practice Leader	Tom Jakobsen	IT Infrastructure and IT Operations Consulting, including IT Assessments and Strategic Planning	40
Senior Director, IT Infrastructure	James Smith	IT Infrastructure and Project Management	25
Enterprise Communications Consulting Practice Leader	Thomas Weiman	Telecommunications and Carrier Services	30
Director, IT Infrastructure and Cable Systems Consulting	Craig Williams	IT and Cable Infrastructure IT Assessments and Strategic Planning	25
Director, IT Infrastructure and Cybersecurity Consulting	Paul Miller	IT Infrastructure and Cybersecurity	25
Senior Telecommunications Consultant and Project Manager	Marcia Struwing	Telecommunications	29
Manager, IT Operations and Support	Keith Culp	IT support operations	12
Senior System Engineer	Aaron Ayala	Network and Systems Engineering and Project Management	20
Senior Network Engineer	Pete Graziano	Network and System Engineering	25
Senior GIS Consultant	Tom Hassleback	GIS	26
Director, Enterprise Applications Consulting	Jamie Shell	Enterprise Applications - ERP Systems	25
Director, Enterprise Applications Consulting	Tatjana Meser	Enterprise Applications - Land Management and ERP Systems	13
Senior Management Consultant and Project Manager	Alicia Burns	Enterprise Applications - HRIS Specialist	15
Senior Management Consultant	Maria Perperidis	Enterprise Applications – HRIS Specialist	10
Senior Management Consultant and Project Manager	Cyndi Hoxie	Enterprise Applications - Land Management Systems	30
Senior Management Consultant and Project Manager	Janet Federico	Enterprise Applications - Financial Systems Project and Strategic Planning Management	20
Senior Management Consultant and Project Manager	Michael Truncale	Enterprise Applications - Land Management Systems	16

Tom Jakobsen



Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 40 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructure, operations, and business applications. Tom focuses on IT Strategic Planning, Governance, mentoring, Virtual CIO, and other IT management projects. Tom has over 20 years of experience in local government infrastructure, operations, staffing, and project management.

Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Virtual CIO for multiple agencies
- Mentor for newly appointed IT Directors and CIOs
- IT Strategic advisor for cities, counties, and not-for-profits
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

Agency Experience

City of Albany
City of Azusa
City of Big Bear Lake
City of Bloomington
City of Brentwood
City of Brisbane
City of Burbank
City of Calabasas
City of Carlsbad
City of Cedar Hills
City of Chino
City of Corona
City of Downey
City of Dublin
City of Emeryville
City of Farmers Branch
City of Foster City
City of Glendora
City of Hayward
City of Healdsburg
City of Hemet
City of Highland Park
City of Hutto
City of Joliet
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Manassas Park
City of Menlo Park
City of Mission Viejo
City of Murrieta
City of Norco
City of Newark
City of Oakbrook Terrace
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pismo Beach
City of Pflugerville
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rockford
City of Rohnert Park
City of Salinas
City of San Bernardino
City of San Leandro
City of San Pablo
City of Sandpoint
City of Seal Beach
City of Sierra Madre
City of Simi Valley
City of South Gate
City of South San Francisco
City of St. Charles
City of University Park
City of Vacaville
City of West Covina
City of West Des Moines
City of West Sacramento
City of Wilton Manors
County of Atascosa
County of Denton
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Town of Danville
Town of Groton
Town of Woodside
Town of Yucca Valley
Town of Windsor
Village of Arlington Heights
Village of Barrington Hills
Village of Bloomingdale
Village of Cary
Village of Glencoe
Village of Homewood
Village of Lake Barrington
Village of Libertyville
Village of Lincolnwood
Village of Northbrook
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Ossining
Village of Palos Park
Village of Park Forest
Village of River Forest
Village of Riverside
Village of South Barrington
Village of Wheeling
Castaic Lake Water Agency
Castro Valley Sanitary District
Four Rivers Sanitation Authority
Ramona Municipal Water District
San Bernardino Municipal Water
Sweetwater Authority
Western Municipal Water District
Forest Preserve District of Will County
Naperville Park District
Norridge Park District
Park District of Highland Park
Illinois Action for Children
Jurupa Community Service District
Los Angeles County Development Authority
Midpeninsula Regional Open Space District
Steppenwolf Theatre
Indianapolis Public Library
Oak Park Library
Oswego Public Library District
Rockford Library
Stanislaus Council of Governments
Moraga-Orinda Fire District
Riverside County Sheriff's Department
Arie Crown Hebrew Day School
Batavia UCSD 101
Carpentersville UCSD 300
Central Burlington SD 301
Orland Park CHSD 230
Chicago International Charter Schools
CUSD 300
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elmhurst SD 205
Geneva CUSD 304
Glenview SD 34
Harlem SD 122
Harvard SD 50
Indian Prairie CUSD 204
Morton HSD 201
Mount Prospect SD 57
Naperville CUSD 203
Niles Township HSD 219
Orland Park D230
Oswego CUSD 308
Park Ridge-Niles SD
Salt Creek SD 48
San Marino USD
St. Charles CUSD 303
Township HSD 214
West Covina USD
Wheaton SD 200

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics – University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, External Advisory Board

SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Virtual CIO/IT Management
- IT Management Mentoring
- IT Governance
- Policies Development
- Project Management
- Assessments, Strategy, and Planning

Project Management Institute

Tom, I've been meaning to thank you for your expertise and guidance… assisting us in moving forward on all fronts.

—City Manager
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator
CA Municipality

David W. Krout, CPA *(Inactive)*



Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has allowed him to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 140 public-sector agencies throughout the United States

Agency Experience

City of Batavia
City of Bloomington
City of Brentwood
City of Brisbane
City of Burbank
City of Burlington
City of Carlsbad
City of Camarillo
City of Chino
City of Clovis
City of Colton
City of Corona
City of Coronado
City of Dublin
City of Foster City
City of Gastonia
City of Healdsburg
City of Hemet
City of Highland Park
City of Indio
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Larkspur
City of Lomita
City of Manassas Park
City of Menlo Park
City of Mission Viejo
City of Murrieta
City of Pacifica
City of Palm Desert
City of Palmdale
City of Pelham
City of Piedmont
City of Rancho Mirage
City of Redlands
City of Rialto
City of Riviera Beach
City of Rosemead
City of Salisbury
City of Sandpoint
City of San Gabriel
City of San Jacinto
City of Shawnee
City of Sierra Madre
City of Simi Valley
City of South Gate
City of Tustin
City of West Covina
City of West Des Moines
County of Butte
County of Buncombe
County of Denton
County of Mendocino
County of Orange
County of Riverside
County of San Bernardino
Town of Danville
Town of Groton
Town of Hillsborough
Town of Truckee
Village of Glencoe
Village of Lincolnwood
Village of Northfield
Village of Oswego
Village of River Forest
CA-NV American Water Works Association
Castaic Lake Water Agency
Castro Valley Sanitary District
Colton Joint Unified School District
Cucamonga Valley Water District
Gastonia Water & Power
Glendale Water and Power
HIP Housing
Lake Elsinore Unified School District
Menifee Unified School District
Mesa Water District
Midpeninsula Regional Open Space District
Ramona Municipal Water District
Rincon del Diablo Municipal Water District
Rock River Reclamation District
Rosamond Community Services District
Salisbury-Rowan Utilities
San Bernardino Municipal Water
Southern California Coastal Water Research (SCCWRP)
Walnut Valley Water District
West County Wastewater District
Western Municipal Water District
Mechoopda Indian Tribe
Eastern Band of Cherokee Indian

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations

CPA
Certified Public Accountant
(Inactive)

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations, and its opportunities.

—Director of Administrative Services
CA Municipality

James Smith



Senior Director, IT Infrastructure Consulting

James Smith is a seasoned technology executive with a remarkable career spanning over 25 years. A diverse array of high-level roles in the Information Technology sector characterizes his career. James has solidified his reputation as an accomplished leader, adept manager, and visionary technology strategist.

Throughout his professional journey, James has demonstrated a penchant for driving success in various capacities. His expertise encompasses a spectrum of specialties, including sales and services engagement processes, systems design consulting, sales management, and managed services. He possesses a unique knack for formulating and executing IT strategies, developing technology plans, and offering expert insights in cloud services consulting, business continuity, disaster recovery, and deep storage solutions.

Highlights

- Leveraged over 25 years of proven experience in high-level positions within the Information Technology field
- Demonstrated leadership as an accomplished leader, manager, and technology strategist with a track record of success in developing, designing, and selling IT solutions
- Proficient in communicating and implementing IT strategies, managing high-visibility initiatives, and providing technology consulting at the Director, Vice President, and CxO levels nationwide
- Specialties encompass a wide range of areas, including sales and services engagement processes, systems design consulting, sales management, and managed services
- Expertise in IT strategy and technology plan development, cloud services consulting, business continuity, disaster recovery, master data management, distributed end-user technologies, and end-to-end systems architecture

SPECIALTIES

- Engagement Management
- Systems design consulting
- IT Support Services
- Contract Negotiations
- Staff Augmentation
- IT strategy and technology plan development
- Cloud services
- IT Cost Optimization
- Business continuity and disaster recovery
- Deep data management expertise
- Distributed end-user technologies
- End-to-end systems architecture

Agency Experience

City of Azusa
City of Calabasas
City of Cedar Hill
City of Farmers Branch
City of Mountain View
City of Oakland Park
City of Petaluma
City of Sandpoint
City of South Gate
City of Whittier
Town of Windsor
Village of Lincolnwood
Village of River Forest
County of Kings
County of Travis
El Toro Water District
Bloomington School District
Byron School District
Dekalb School District
Des Plaines School District
Elmhurst School District
Hoover Schrum District
Jurupa School District
Oak Lawn School District
Salt Creek School District
Sycamore School District
Township High School District
DuPage County Sheriff
ESQ Region 20
Harris County Toll Authority
Placer County Sheriff
Riverside County Sheriff's Department
Aurora Public Library
Alamo Community College
DeVry University
Kishwaukee College
Moraine Valley Community College
Oakton Community College
Rock Valley College
Roosevelt University

Tom Weiman



Practice Leader, Enterprise Communications Consulting

Tom Weiman has provided IT and telecommunications consulting for over 30 years. He has experience consulting in telecommunications, data networks (LAN/WAN), and cable infrastructure.

Tom's unique combination of voice, data, and infrastructure experience provides our clients with years of design, selection, and implementation experience with all facets of IT and telecommunications. Tom has direct experience in the detailed design of contact centers, IVR operations, and the integration of voice and data services for multi-location clients.

Highlights

- Lead Project Manager, State of Wisconsin, saving the state over $90 million in telecommunications service costs
- Former Partner and National Telecom Consulting Project Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Call Center Campus Instructor at Purdue University, Center for Customer-Driven Quality
- Provided telecommunications consulting services to nearly 300 public agencies throughout the United States, including government agencies, non-profit organizations, healthcare and financial institutions, and educational institutions at the K-12 and higher education levels

Agency Experience

Town of Danville
Town of Truckee
City of Bettendorf
City of Bloomington
City of Brentwood
City of Burbank
City of Calabasas
City of Camarillo
City of Cape Coral
City of Chino
City of Corona
City of Countryside
City of Deerfield Beach
City of Downey
City of Dunedin
City of Eau Claire
City of Escondido
City of Fort Lauderdale
City of Foster City
City of Kinston
City of La Habra
City of La Puente
City of Laguna Niguel
City of Lake Forest
City of Mason City
City of Matteson
City of Miami Springs
City of Moline
City of Mount Airy
City of Mount Dora
City of Murrieta
City of Naperville
City of New Hampton
City of New Haven
City of Oakbrook Terrace
City of Orland Park
City of Palm Desert
City of Palmdale
City of Piedmont
City of Pompano Beach
City of Port St. Lucie
City of Prospect Heights
City of Rancho Cucamonga
City of Rancho Mirage
City of Redlands
City of Rock Island
City of Rockford
City of Sacramento
City of Salisbury
City of San Clemente
City of San Gabriel
City of San Rafael
City of Sierra Madre
City of Sioux Falls
City of South Pasadena
City of South San Francisco
City of St. Charles
City of Upland
City of Waukegan
City of Wauwatosa
City of West Allis
City of West Covina
City of West Des Moines
City of West St. Paul
County of Buncombe
County of Cabarrus
County of DuPage
County of Milwaukee
County of Montgomery
County of Orange
County of Peoria
County of San Bernardino
County of Sangamon
County of Tazewell
County of Tuolumne
County of Will
County of Winnebago
County of Yolo
Village of Arlington Heights
Village of Cary
Village of Lincolnwood
Village of Northfield
Village of Oak Brook
Village of Oak Park
Village of Palos Park
Village of River Forest
Village of Riverside
Civitas Schools
Consolidated SD 158
Algonquin CUSD 300
Arlington Heights Township HSD 214
Assumption Catholic High School, Davenport
Batavia SD 101
Burlington Central CUSD 301
Castaic Lake Water Agency
Cedar Rapids Community School District
Davenport Community Schools
Davenport School District
DeKalb CUSD 428
Diocese of Davenport Catholic Schools
Diocese of Madison Catholic Schools
Dubuque Community School District
Eastern IL University
Elgin School District
Forest Preserve District of Will County
Geneva Community Unit SD 304
Glenview Schools
Gower School District 62
Hampton SD 29
Harlem SD 122
Harrison SD 36
Harvard CUSD 50
IL Action for Children
Illinois State University
Indian Prairie CUSD 204
Irvine School District
Knoxville Community School District
Livermore Area RFD
Madison School District
Mason City School District
Mount Prospect SD 57
Naperville CUSD 203
Newhall County Water District
Norridge Park District
North Scott School District
Oak Park Public Library
Ohlone Community College
Omaha Public Power District (OPPD)
Orland Park CHSD 230
Oswego CUSD 308
Oswego Public Library District
PACE Suburban Bus Division RTA
Park District of Highland Park
Park Ridge-Niles CCSD 64
Port Byron Central School District
Rapid City Area Schools
Riverdale CUSD 100
Riverside SD 96
Rockford Public Library
Salisbury-Rowan Utilities (SRU)
San Bernardino Municipal Water Department
San Jose/Evergreen Community College
Schaumburg Township District Library
Sherrard Community Schools
Shorewood School District
South Florida Water Management
St. Ambrose University
St. Charles CUSD 303
Sunset Ridge SD 29
University of Chicago
University of Michigan
University of Notre Dame
Wahlert Catholic High School
Whitnall School District
Cedar Falls Utilities
Central Illinois Power
Church of Our Savior

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Communications – St. Ambrose University
- Ongoing training from Avaya/Cisco/ShoreTel/Nortel/Mitel/NEC, and others
- Past President and current member of the Iowa Telecommunications Users Group (ITUG)
- Member, All Major Vendor Consultant Programs
- Member, Association of Communications Technology Professionals in Higher Education (ACUTA)
- Member, Building Industry Consulting Services, International (BICSI)
- Member, Healthcare Information and Management Systems Society (HIMSS)
- Member, Society of Telecommunications Consultants (STC)
- Member, Institute of Electrical and Electronics Engineers (IEEE)

SPECIALTIES

- Billing Audits and Cost Reviews
- Carrier Services Cost Analysis
- Competitive Hardware and Services RFP Development and Evaluations
- Implementation Project Management
- Operational Assessment and Workflow
- Strategic Telecommunications Planning
- VoIP Readiness Assessments

SCTC Society of Communications Technology Consultants International

I would like to thank both of you, especially Tom, for all the hard work you did for us. We could not have done this RFP process successfully without your help.

—IS Manager
CA Municipality

Craig Williams, RCDD, NTS



Director, Infrastructure Consulting Services

Craig Williams has over 25 years of experience in the IT profession, focused primarily on providing visionary consulting and support for education and other public-sector organizations. A former school CIO, Craig emphasizes a balanced perspective of improvement in all areas of IT, from internal infrastructure to public-facing technologies. He is an articulate consensus-builder with executives, departments, staff, and the public. Craig leverages his extensive master planning, infrastructure design, application implementation, and project management experience to provide districts with effective, lasting results in utilizing technology to fulfill their educational mission.

Highlights

- Full Wireless replacement RFPs for school districts
- Building security replacement for Illinois school district
- Numerous E-Rate network equipment RFPs
- E-Rate WAN RFPs
- Point-to-point WAN for Illinois school district
- Fiber replacement for mid-sized K-12 school district
- Selected as one of 16 technology directors nationally for HP and Intel Profiles in Leadership through *Tech and Learning Magazine*
- Directed technology support and operations at Illinois' second-largest public school district, serving 40,000 students. Led technical staff of 71. Increased customer satisfaction from 87.7% to 95.2% rate
- National award from the Help Desk Institute as one of Elite 50 organizations for customer support across all industries

Agency Experience

Town of Groton
City of Azusa
City of Cedar Hill
City of Glendora
City of Joliet
City of Manassas Park
City of Pacific Grove
City of Piedmont
City of Pismo Beach
City of Rancho Cucamonga
City of Rancho Mirage
City of Riviera Beach
City of San Pablo
City of South San Francisco
City of University Park
City of Vacaville
City of West Covina
City of West Des Moines
Village of Lincolnwood
Village of Northfield
Village of Orland Park
Village of Park Forest
Village of River Forest
Village of Riverside
Village of Wheeling
County of Davie
County of Mariposa
County of Mendocino
County of Tuolumne
Champaign County Forest Preserve District
Forest Preserve District of Lake County
Hayward Area Recreation and Park District
Four Rivers Sanitation Authority
San Bernardino Municipal Water District
Joliet Public Library
Northbrook Public Library
Rancho Cucamonga Library
Rockford Public Library
Steppenwolf Theatre
Algonquin SD 158
Arie Crown Hebrew Day School
Batavia SD 101
Bloomingdale SD 13
Bunker Hill SD 8
Butler SD 53
Carpentersville CUSD 300
Central CUSD 301
Chicago International Charter Schools
Community High School District 99
DeKalb CUSD 428
Durand CUSD 322
Elmhurst SD 205
Forest Ridge SD 142
Geneva CSD 304
Glen Ellyn SD 41
Harlem SD 122
Harvard SD 50
Harvey SD 152
Hinsdale HSD 86
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
J. Sterling Morton HSD 201
Joliet PSD 86
Lake Zurich SD 95
Maine Township HSD 207
Marmion Academy
Mt. Prospect SD 57
Naperville CUSD 203
Niles Township HSD 219
Posen-Robbins SD 143.5
Prairie Grove SD 46
Salt Creek SD 48
Sunset Ridge School District
Thornton Fractional HSD 215
Township HSD 214
West Aurora SD 129
Wheaton Warrenville CUSD 200
Winnetka SD 39
Worth SD 127

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Architecture – University of Illinois
- BICSI Registered Communication Distribution Design (RCDD)
- BICSI Network Technology Systems (NTS) Designer
- MBA, North Central College (Concentration in Management Information Systems)

SPECIALTY AREAS

- Infrastructure – Low Voltage Systems/Cabling
- Data Center/Networking
- Wireless
- Project Management
- Business and Human Resources Systems
- CIO Advisory
- Public-Facing Web Technology
- Staff Support/Customer Service

BICSI RCDD

BICSI NTS
Network Technology Systems Designer

Craig, you were instrumental in the successful completion of this project all along the way, but especially as we… needed a push in "crossing the last beachhead."

—Superintendent of Schools
IL School District

I appreciated Craig's knowledge of IT issues, as well as his ability to convey them in a manner that made sense to me.

—Library Director
IL School District

Paul Miller



Director, IT Infrastructure Consulting

Paul Miller is a seasoned IT professional known for his pragmatic and solution-oriented approach to management. With a wealth of experience leading teams and overseeing intricate projects, he has consistently demonstrated his ability to navigate complexity and deliver results. His leadership style cultivates an environment of excellence, emphasizing quality, service, and profitability.

Paul is deeply dedicated to facilitating the success of individuals, leaders, and teams, consistently surpassing goals and expectations. A strong sense of urgency, ownership, and personal accountability underscores his proficiency in strategic planning, adept decision-making, and innovative problem-solving. Committed to continuous personal and professional development, Paul Miller remains a driving force in the IT industry.

Highlights

- Leading Digital Transformation and Information Security teams
- Translating internal audit requirements into actionable plans
- Expertise in technology architecture, networking, applications, and information security
- Delivering complex technical solutions and cross-functional collaboration
- Leading a team in assessing and designing IT solutions across various services
- Developing pursuit strategies for complex engagements and RFPs
- Creating customer-facing documents and technical presentations
- Growing and maintaining key vendor technical knowledge and certifications

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Software Engineering – DePaul University
- ITILv2 Foundation

SPECIALTIES

- Digital Transformation Leader
- Information Security Expert
- Complex Technical Solutions Delivery
- Networking and Applications Proficiency
- Internal Audit Translation to Actionable Plans
- Network Infrastructure and Security
- Strategic Engagement Pursuits
- Customer Liaison and Relationship Management
- Vendor Technical Knowledge and Certifications Management
- Technical Training and Team Guidance
- Business Development and Renewals

Agency Experience

City of Albany
City of Corona
City of Country Club Hills
City of Glendale
City of Mountain View
City of Petaluma
City of South Gate
City of Whittier
Town of Windsor
Village of Itasca
Village of Lincolnwood
Village of Northfield
Windstream Enterprise
Coachella Valley Mosquito Vector Control District
Las Virgenes Municipal Water District
Riverside County Sheriff's Department
Jurupa School District
Salt Creek School District
Arthur Andersen & Co
Bank of America
CenturyLink (Lumen)
Community and Economic Development (CEDA)
Hewlett Packard
IBM Global Services
Rich Township District 227
University of Illinois

Maria Perperidis

Enterprise Applications Management Consultant

Maria Perperidis is an accomplished and dependable business executive with over 20 years of experience designing and implementing HRIS systems, human resource management, operations, change management, and strategic planning. Highly adaptable and results-oriented, Maria is recognized for conducting HR audits that have driven significant cost savings. She excels in communicating a clear vision, setting expectations, monitoring progress, ensuring compliance, and delivering impactful results on a global scale.

HR Implementation Experience

Maria Perperidis has extensive experience leading HR system implementations. She has overseen the design, deployment, and ongoing maintenance of HCM and Finance systems. Her strategic leadership meets client requirements while balancing day-to-day system support with strategic enhancements. Maria leads cross-functional resource planning, manages feature releases, and maintains overall data governance, security, testing, and compliance accountability. In this role, she has been instrumental in promoting continuous learning and ensuring seamless collaboration with departments such as IT, HR, Payroll, and Finance to identify opportunities for improvement and implement system optimizations effectively.

Before this, Maria served as a Change Management Specialist at K12 Stride, facilitating the organizational change management activities associated with implementation. She conducted a comprehensive gap analysis and managed training and communication plans to ensure a smooth rollout. Her experience in strategic HR leadership and tactical implementation is further highlighted by her time at H2H Enrollments, where she supervised multiple HR system implementations with multiple payroll and HR systems. Maria's ability to integrate organizational change management processes using methodologies such as Prosci and SDLC has proven crucial in the success of these implementations.

Local Government Agency Experience

City of Carrollton
City of Coronado
City of High Point
City of La Mesa
City of Mission Viejo
City of Petaluma
City of Temecula
City of Tulare
Lassen County
Plumas County
New York Police Department

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Strategic Human Resource Management, Certified Professional, SHRM-CP
- SAP (System Applications and Products in Data Processing) Certification
- Six Sigma Green Belt Certification
- Graduate Certificate in Operational Excellence
- Change Management Certification (CCMP)
- Workday Certifications Completed: Business Process Fund, Report Writer, Config Security Fund., Calculated Fields, WD Integration System Fund, Recruiting Transactions, Workday Adaptive Planning, Financials, and Time Tracking. Workday Pro Certifications in HCM Core, Adaptive Planning, Record to Report, and Learning
- Kronos/UKG Pro Certifications Completed: Admin Essentials: UDM,
- Administration Essentials, Accruals, HR Service Delivery, Recruiting, Talent,
- Compensation, and UKG Pro

EDUCATION

- Texas A&M Commerce | Master of Science in Business Analytics & Cybersecurity
- Texas A&M Commerce | Bachelor of Science in Organizational Leadership
- Rockland Community College | Associate of Science in Business Management

Marcia Struwing

Senior Telecommunications Consultant

Marcia Struwing specializes in bill auditing, inventory, call center operations, design, voice and data communications systems, operational needs assessments, and project management. Marcia has provided these services for hundreds of clients throughout the United States in the public and private sectors. Her direct experience includes work for government agencies, not-for-profit organizations, healthcare, and educational institutions (at the K-12 and higher education levels).

Highlights

- System Implementation Project Leader for a large K-12 school district – provided coordination and planning for implementing a 1,500-station Cisco VoIP telecommunications system in a multi-location environment.
- Call Center Implementation and Call Center Management Services – assisted with designing and implementing a large multi-location telecommunications system and call center that included multiple sites and 100+ active agents.
- Contact Center Operational Assessment for a Large University Medical Group – performed an operational review and assessment of the methods used to make appointments, disseminate medical information, enable physician referrals, communicate the status, and confirm appointments.

Agency Experience

City of Azusa
City of Carlsbad
City of Chino
City of Fairfield
City of Foster City
City of La Habra
City of Laguna Niguel
City of Lake Forest
City of Murrieta
City of Palmdale
City of Piedmont
City of Rancho Cucamonga
City of Redlands
City of Rockford
City of San Clemente
City of San Pablo
City of San Rafael
City of South Gate
City of South San Francisco
City of St. Charles
City of West Covina
Village of Arlington Heights
Village of Cary
Village of Hales Corners
Village of Libertyville
Village of Lincolnwood
Village of Northfield
Village of Orland Park
Village of Park Forest
Village of River Forest
Village of Riverside
County of DuPage
County of Mendocino
County of Milwaukee
County of Tuolumne
County of Winnebago
County of Yolo
Algonquin SD 158
Batavia Public Library
Batavia Public SD 101
Bloomingdale SD 13
Bunker Hill SD 8
Butler SD 53
Calumet City SD 155
Carpentersville SD 300
Central Burlington CUSD 301
Chicago International Charter Schools
Community Unit SD 300
Consolidated HSD 230
Consolidated SD 158 Algonquin
DeKalb CUSD 428
DuPage County Health Department
Durand CUSD 322
East Aurora SD 131
Eastern Illinois University
Geneva CUSD 304
Glen Ellyn Public Library
Harlem SD 122
Harrison SD 36
Harvard CUSD 50
Harvey SD 152
Hinsdale HSD 86
Hononegah SD 207
Indian Prairie CUSD 204
Indianapolis Public Schools
Irvine USD
Joliet PSD 86
Joliet Public Library
Lake Elsinore Unified SD
Livermore Area Recreation Park District
Maine Township HSD 207
Marmion Academy
Milwaukee Transport Services
Moraga-Orinda Fire District
Mount Prospect SD 57
Naperville CUSD 203
Nippersink (Richmond-Burton) RB 2
Norridge Park District
Prospect Heights SD 23
Rockford Public Library
Salt Creek SD 48
San Bernardino Municipal Water
St. Charles CUSD 303
Steppenwolf Theatre
Sunset Ridge SD 29
Township High SD 214
West Aurora SD 129
Wheaton-Warrenville SD 200
Worth SD 127
Winfield SD

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor's Degree – University of Illinois
- Member of consultant liaison programs for Alcatel, Cisco, Avaya, Nortel, Siemens, ShoreTel, Mitel, i3, and others

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—CFO
IL Library

Aaron Ayala



Senior Systems Engineer

Aaron Ayala has over 20 years in Information Technology and more than five years working solely on high-level, local-government projects. Aaron is an IT support, project management, and vendor relations expert. He is accustomed to high-value, fast-paced, high-pressure roles, with the ability to prioritize multiple tasks and meet deadlines while providing superior customer service.

Highlights

- Infrastructure Project Manager and Network Design Engineer
- Manages large- and small-scale implementation teams. Examples include:
  - $4.5MM deployment of Cisco and ShoreTel structured cabling, voice infrastructure, and data infrastructure for a municipality with 35 locations
  - $2.5MM deployment of HPE and Mitel voice and data infrastructure for a county with 33 locations
  - IT Implementation project management for Mother Lode Regional Juvenile Detention Center, Tuolumne County, California
  - Data Center Relocation for a mid-sized California city
  - Contract administration for structured cabling system, door access control, and data center-related vendor implementations
- Design and procurement of Cisco, HPE, Palo Alto, and other major network solutions
- Wireless systems, Networks, Network security, Backup systems, Infrastructure
- Design and procurement of door access control, structured cabling, and video surveillance systems
- Implementation of network management tools, including network monitoring, Active Directory security, and others

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Information Systems – University of Phoenix

SPECIALTIES

- Infrastructure Project Management
- Staff Management
- Vendor Relationships
- Systems Administration
- IT Operations
- IT SOX Compliance

Agency Experience

Town of Windsor
Town of Woodside
City of Albany
City of Azusa
City of Big Bear Lake
City of Carlsbad
City of Cedar Hill
City of Corona
City of Farmers Branch
City of Glendale
City of Hawaiian Gardens
City of Hemet
City of Hutto
City of La Puente
City of Laguna Niguel
City of Manassas Park
City of Mission Viejo
City of Murrieta
City of Newark
City of Pacific Grove
City of Palm Desert
City of Palmdale
City of Petaluma
City of Piedmont
City of Pinole
City of Pismo Beach
City of Port Hueneme
City of Rancho Cucamonga
City of Rancho Mirage
City of Rialto
City of Salinas
City of San Clemente
City of San Leandro
City of San Pablo
City of Sandpoint
City of South Gate
City of University Park
City of Vacaville
City of West Covina
City of West Sacramento
City of Wilton Manors
City of Woodside
City of Yucca Valley
County of Mendocino
County of Tuolumne
County of Yolo
Village of Barrington
Village of Barrington Hills
Village of Lincolnwood
Village of Lisle
Village of Northfield
Village of Oak Brook
Village of Orland Park
Village of Park Forest
Village of River Forest
Village of Riverside
Village of South Barrington
Champaign County Forest Preserve District
East Bay Regional Park District
Hayward Area Recreation and Park District
Livermore Area RPD
Norridge Park District
Moraga-Orinda Fire District
Riverside County Sheriff's Department
Castaic Lake Water Agency
Castro Valley Sanitary
Four Rivers Sanitation Authority
Fresno Irrigation District
San Bernardino Municipal Water
West County Wastewater
Zone 7 Water
Los Angeles Community Development Authority
Batavia Public Library
Hemet Public Library
Joliet Public Library
Rockford Public Library
Steppenwolf Theatre
Algonquin SD 158
Arie Crown Hebrew Day School
Batavia SD 101
Butler SD 53
Carpentersville SD 300
Central Burlington SD 301
Chicago International Charter School
DeKalb CUSD 428
Durand CUSD 322
East Aurora SD 131
Elgin SD U-46
Geneva Community SD 304
Glen Ellyn SD 41
Harlem SD 122
Harvard SD 50
Harvey SD 152
Hinsdale HSD 86
Hononegah SD 207
Huntley SD 158
Indian Prairie CUSD 204
Joliet PSD 86
Marmion Academy
Mt. Prospect SD 57
Naperville CUSD 203
Niles Township HSD 219
Orland Park D230
Posen-Robbins SD 143.5
St. Charles CUSD
Salt Creek SD 48
Thorton Fractional HSD 214
Township HSD 214
TrueNorth Educational Cooperative 804
West Aurora SD 129
Wheaton-Warrenville SD 200
Winfield SD 34
Worth SD 127

I appreciate your efforts and the great work done by ClientFirst to date in all areas.

—Chief Financial Officer
IL Library

Pete Graziano

Senior Network Engineer

Peter Graziano specializes in configuring, installing, and troubleshooting network infrastructure. His technological experience of over 25 years includes design, specifications, configuration, maintenance, and administration; database administrations; and extensive experience in various departmental, spreadsheet, accounting, and graphics programs.

Pete has experience working with Microsoft, Cisco, Citrix, Novell, HP, Aruba, ArcServe, Symantec, IBM, and Dell hardware and software solutions.

Highlights

- Managed/conducted IT infrastructure designs and installations for dozens of public agencies
- Conducted several virtualization projects for hospitals, municipalities, libraries, and special districts
- Designed and implemented redundant systems providing two- to four-hour business continuity solutions
- Implemented VoIP solutions in many environments utilizing most major telecommunications systems
- Industry experience includes work for municipalities, water districts, school districts, medical facilities, and the private sector

Agency Experience

Town of Danville
Town of Southern Pines
Town of Truckee
City of Azusa
City of Big Bear Lake
City of Brentwood
City of Corona
City of Dublin
City of Emeryville
City of Hayward
City of Hemet
City of La Puente
City of Laguna Niguel
City of Manassas Park
City of Mission Viejo
City of Norco
City of Pacific Grove
City of Piedmont
City of Rancho Mirage
City of Redlands
City of Rialto
City of Salinas
City of San Leandro
City of Sandpoint
City of Seal Beach
City of Simi Valley
City of South Gate
City of St. Charles
City of Bloomington
City of Lake Forest
City of University Park
City of Vacaville
City of West Des Moines
Village of Barrington
Village of Libertyville
Village of Lincolnwood
Village of Northfield
Village of Oak Brook
Village of Oswego
Village of River Forest
Village of Riverside
Village of Westmont
County of Atascosa
County of Mariposa
County of Mendocino
County of Orange
Eastern Band of Cherokee Indians
Four Rivers Sanitation Authority
Indianapolis Public Libraries
Media Financial Management Association
Norridge Park District
Steppenwolf Theatre
Algonquin SD 158
Bloomingdale SD 13
High School District 219 Niles Township
Orland Park SD 230
Oswego SD 308
Elgin SD 46
Mt. Prospect SD 57
Park Ridge-Niles SD 64
Riverside SD 96
Salt Creek SD 48
West Aurora SD 129

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Fine Arts – Syracuse University
- Microsoft Certified Professional
- Training as a Microsoft Certified Systems Engineer
- Citrix Certified Administrator
- A+ Security Certified

SPECIALTIES

- Network Design, Configuration, and Support
- IT Infrastructure Design, Procurement, Implementation, and Oversight
- IT Security
- IT Operations

Toby Soto



Senior GIS Consultant

Toby Soto has 26 years of GIS experience in the local government sector. Toby's previous GIS positions in local government provide clients with tremendous GIS implementation and integration experience. He understands the link between Business Unit GIS needs, technical requirements, and a practical, cost-effective GIS strategy. Toby is an industry expert in GIS Leadership and Management and regularly publishes GIS-related articles and resources. He hosts monthly webinars addressing GIS managers' pain points and best practices.

Highlights

- Esri SAG Award with the City of Anaheim GIS
- 2011 Implemented Project ViewFinder Application, saving the City of Anaheim $100,000 per year in repaving cost
- Extensive GIS presentations at Esri's User Conferences, Meetups, User Groups, Podcasts, and Webinars
- Former Orange County GIS Users Group Coordinator
- Multiple Local Government GIS Implementations and Implementations
- Former IT Manager, City of Lake Elsinore
- Former Chief of Technical Information, Wester Riverside County Regional Conservation Authority

Project Experience

- Process Streamlining and Redefinition
- Process Workflow Creation
- Software Configuration and Troubleshooting
- Project Management
- GIS Strategy and Organization Development
- GIS Policy Development
- Open Data Strategy Development
- Business Process Analysis
- Web/Cloud-Based Technology and Workflow Optimization
- GIS ROI Analysis
- GIS Web App Development
- Citizen Access GIS Web Maps Development
- GIS Migration and Workflow Development
- ETL Conversions
- Cognos and Crystal Reports
- GIS Enterprise Application Integrations
- Implementation and Maintenance of Online GIS Services
- Database Administration
- GIS Budget Development
- GIS Leadership Coaching and Mentoring
- Server Management
- Network Analysis and Maintenance
- CIP Project Tracking

Agency Experience

Town of Windsor
City of Anaheim
City of Azusa
City of Brisbane
City of Carlsbad
City of Diamond Bar
City of Larkspur
City of Lake Elsinore
City of Pflugerville
City of Piedmont
City of Pinole
City of Rancho Cucamonga
City of Rancho Mirage
City of Riverside
City of Salinas
City of San Clemente
City of Sandpoint
City of Simi Valley
City of Vacaville
City of West Sacramento
City of Wood Dale
Village of Oswego
Riverside County
Mendocino County
Four Rivers Sanitation Authority
Western Riverside County Regional Conservation Authority
Disneyland (GIS Programmer/Analyst – Water/Electric utilities)

EDUCATION

- CSU Fullerton

SPECIALTIES

- GIS Strategic Planning
- GIS Implementation
- GIS Integration
- GIS Web Development
- GIS Mobile Applications
- Open Data/ Philanthropy

Jamie T. Shell, PMP



Director, Enterprise Applications Consulting

Jamie Shell has over 25 years of public sector experience, including 10 years working in local government finance (Finance Director) and over 15 years assisting local governments with various information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Jamie's background in local government finance, project management, and software implementation has allowed him to work jointly with C-level executives, agency/department heads, and staff to maximize their technology utilization.

Having worked in government and as an enterprise software provider, Jamie brings a unique understanding of the perspectives of both the agency and software vendors.

Highlights

- Former municipal Finance Director
- Served as President of the Eastern Kansas Government Finance Officers Association (2005)
- Former manager of Client Services with one of the largest government ERP vendors
- Former manager of Professional Services with another major government ERP vendors
- Successfully managed on-site and remote projects for over 50 public-sector agencies throughout the United States

Agency Experience

City of Alpharetta
City of Atlanta
City of Barrie
City of Batavia
City of Battle Ground
City of Bentonville
City of Branson
City of Carlsbad
City of Cathedral City
City of Cedar Hill
City of Chattanooga
City of Clovis
City of Coronado
City of Dubuque
City of East Point
City of Edmonton
City of Elgin
City of Elmhurst
City of Emporia
City of Evanston
City of Farmers Branch
City of Flagstaff
City of Fort Collins
City of Gallup
City of Glendora
City of Grand Rapids
City of Henderson
City of High Point
City of Hoover
City of Hutto
City of Indianapolis/ Marion County
City of Kansas City
City of Medford
City of Memphis
City of Mesa
City of Miami
City of Minden
City of Naperville
City of New Port Richey
City of Newark
City of Norco
City of Novato
City of Oviedo
City of Pacifica
City of Palm Desert
City of Pearland
City of Petaluma
City of Piedmont
City of Pismo Beach
City of Port Angeles
City of Poulsbo
City of Prescott
City of Richmond
City of Salinas
City of San Bernardino
City of Simi Valley
City of St. Petersburg
City of South Gate
City of Stockton
City of Tracy
City of Tulare
City of Tyler
City of Vacaville
City of West Covina
City of West Hollywood
City of West Lafayette
City of West Sacramento
City of Wilmington
City of Wilton Manors
City of Woodside
County of Clermont
County of Cook
County of Denton
County of Douglas
County of Kauai
County of Lassen
County of Mendocino
County of Nassau
County of New Castle
County of Plumas
County of Ramsey
County of San Juan
County of San Mateo
Town of Cary
Town of New Canaan
Town of Isle of Palms
Town of Prescott Valley
Town of Vail
Town of Windsor
Village of Lincolnwood
State of New Jersey
State of New Mexico
California State Auditor's Office
California State Controller's Office
California Office of Emergency Services
Province of Nova Scotia
State of Hawaii Campaign Spending Commission
State of Massachusetts Comptroller's Office
State of Maine Treasurer's Office
State of New Mexico
Administrative Office of Courts
State of Rhode Island Treasurer's Office
State of Virginia Dept of Rail & Public Transportation
Ewing Marion Kauffman Foundation
Castaic Lake Water Agency
Coachella Valley MVCD
Coachella Valley Water District
Commodities Futures Trading Commission
Cucamonga Valley Water District
East Bay Regional Park District
Four Rivers Sanitation Authority
Los Angeles Community Development Authority
Las Virgenes Water District
Riverside County Sherrif's Department
TrueNorth Educational Cooperative
Union Sanitary District
West County Wastewater District
Jurupa CSD

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Project Management Professional (PMP)
- Bachelor of Science in Business Administration and Accounting – Missouri Western State University

SPECIALTIES

- Certified Prosci Change Management Practitioner
- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations

Tatjana Meser



Director, Enterprise Applications Consulting

Tatjana Meser has over 13 years of experience with local government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows Tatjana to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

These business improvement and process consistency efforts have created significant cost savings through move-efficient business processes and have reduced overall implementation costs.

Having worked with numerous government agencies as a vendor, Tatjana also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success.

Highlights

- Project oversight and management services for multiple community development implementations with custom integration to financial, tax, and business licensing systems
- Industry experience includes work with City and County agencies

Agency Experience

City of Batavia
City of Beaumont
City of Carlsbad
City of Cedar Hill
City of Chico
City of Corona
City of Coronado
City of Dana Point
City of Escondido
City of Fairfield
City of Farmers Branch
City of Fontana
City of Glendora
City of Greenville
City of Hesperia
City of Idaho Falls
City of Keller
City of Key West
City of Lakeland
City of Larkspur
City of Mill Valley
City of Mission Viejo
City of Monrovia
City of Newark
City of Novato
City of Oceanside
City of Palm Desert
City of Palmdale
City of Petaluma
City of Piedmont
City of Pinole
City of Pismo Beach
City of Rancho Palos Verdes
City of Rocklin
City of Salinas
City of San Bernardino
City of San Clemente
City of South Gate
City of St. Cloud
City of St. Helena
City of St. Paul
City of Vacaville
City of Vallejo
City of West Covina
City of West Sacramento
City of Wood Dale
Town of Windsor
Town of Woodside
Village of Lincolnwood
Village of Oswego
Village of River Forest
Village of Westmont
County of Butte
County of Calaveras County
County of Mendocino
County of Shasta
County of Yuba
County of Hanover

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in International Studies – UC San Diego
- Project Management Institute Member – Inland Empire Chapter

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

Project Management Institute.

I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality

Alicia Burns, PMP, CSP-PO



Management Consultant

Alicia Burns has over 15 years of experience implementing ERP systems for private and public sectors. Her education and experience in implementation have allowed her to obtain knowledge in implementation planning, business process analysis and consulting, system analysis and design, user acceptance testing planning and assistance, end-user training planning, go-live planning, and technical and functional specifications.

Alicia's implementation career began as a payroll functional lead on the client side of an ERP implementation for a company with 6,000 employees spread across multiple states. She jumped to full-time software implementations for a major private enterprise distributer and transitioned to supporting the public sector thereafter.

As she is skilled in Agile project management methodologies, Alicia values client involvement and open communication about projects. She can navigate through the twists that a software implementation can bring.

Alicia's tenure at a major government enterprise software provider allows her to assess business needs, track project flow, and assist clients in developing best practice solutions.

Alicia is committed to delivering high-quality work that meets or exceeds client expectations.

Highlights

- Multi-phased ERP application implementations
- In-depth knowledge of various payroll/HR platforms
- Well-versed in Agile project management methodologies

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science Information Technology Management – Cal State East Bay
- Bachelor of Science Business Operations and Resource Management Cal State – East Bay
- Project Management Professional (PMP) – PMI
- Certified Scrum Professional – Product Owner (CPOSP) – Six Sigma
- Certified Scrum Master

SPECIALTIES

- Project Management
- Business Process Review
- Implementation planning
- Go-live planning
- Best Practice
- Creative Solutions

Agency Experience

City of Alameda
City of Burlingame
City of Carlsbad
City of Cathedral City
City of Coronado
City of Diamond Bar
City of Dublin
City of Emporia
City of Farmers Branch
City of Fontana
City of Fountain Valley
City of Gilroy
City of Great Falls
City of Hanford
City of High Point
City of Independence
City of Lancaster
City of Lemoore
City of Long Beach
City of Long Beach Harbor
City of Nampa
City of Oxnard
City of Petaluma
City of Piedmont
City of Plumas
City of Port Hueneme
City of Redlands
City of Richland
City of Richmond
City of Rohnert Park
City of San Bernardino
City of Simi Valley
City of South Gate
City of Tulare
City of Yorba Linda
Town of Windsor
Village of Park Forest
County of Denton
County of Douglas
County of Lassen
County of Mendocino
County of Plumas
East Side Union Highschool District
Muskogee Creek Nation
Muskogee Creek Nation Tribal Health
Maricopa Association of Governments
San Diego Association of Governments
Desert Water Agency
Helix Water District
Las Virgenes Water District
Santa Margarita Water District
San Bernadino Municipal Water District
Golden Gate Bridge, Highway, and Transportation District

Cyndi Hoxie



Management Consultant

Cyndi Hoxie has over 30 years of Public Sector experience, including 15 years in municipal government Building and Code Enforcement. She has spent over 19 years assisting agencies with land management enterprise application systems, with her last position as a product owner of a mid-tier land management software representing the software needs of government agencies nationwide.

Cyndi's applications experience ranges from being a frontline, daily land management software user to extensive applications support and software implementor and project manager of software implementations. Her diverse experiences allowed her to represent clients' needs and drive the development of land management software with the end user in mind. Cyndi now utilizes her vast land management systems knowledge to provide agencies hands-on application support, maintenance, data management, reporting writing, training, and consulting advisory.

Highlights

- Experience with planning, permitting, inspections, code enforcement, and tax and licensing processes
- Project oversight and management services for multiple community development implementations
- Experience with custom integrations specifically for financial, tax, and business licensing systems
- Business process gap analysis and workflow documentation
- Extensive knowledge of business and technical processes of enterprise applications

CREDENTIALS

- Certified Scrum Product Owner

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- System Configuration and Training
- Test and Go Live Plan Creation

PSPO II

Agency Experience

City of Aurora
City of Aventura
City of Bakersfield
City of Boynton Beach
City of Brentwood
City of Broken Arrow
City of Carlsbad
City of Cary
City of Champaign
City of College Station
City of Coral Springs
City of Crestview
City of Delray Beach
City of Folsom
City of Fresno
City of Grand Prairie
City of Greenville
City of Gresham
City of Las Vegas
City of Los Altos
City of Manchester
City of Marietta
City of Miami Springs
City of Mission Viejo
City of Newberg
City of Norfolk
City of North Port
City of Novato
City of Oswego
City of Pearland
City of Piedmont
City of Pinole
City of Plano
City of Pompano Beach
City of Rio Rancho
City of St. Cloud
City of St. Helena
City of St. Petersburg
City of Salinas
City of San Bernardino
City of San Clemente
City of Solana Beach
City of Tamarac
City of West Palm Beach
City of Winter Haven
Town of Davie
Town of Lady Lake
Town of Los Altos Hills
Town of Normal
Town of Windsor
Village of Lincolnwood
County of Butte
County of Hanover
County of Mendocino

Cyndi, Thank you so much for accomplishing this huge task in a short period of time! We would not have been able to do this without you.

—City Manager
CA Municipality

Janet Federico, MBA



Management Consultant

Janet Federico has over 14 years of experience with local and federal government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows her to oversee project implementations of standard and customized software successfully.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Janet also has over six years of experience working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for the agency and vendor.

Additionally, having worked for a leading local government enterprise software provider, Janet brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with customer needs and concerns throughout and post-implementation.

Highlights

- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes about enterprise applications

Agency Experience

City of Bartlesville
City of Batavia
City of Bentonville
City of Carlsbad
City of Cathedral City
City of Cedar Hill
City of Clovis
City of Coronado
City of Corvallis
City of Decatur
City of Emporia
City of Farmers Branch
City of Fort Smith
City of Glendora
City of High Point
City of Highland Park
City of Hutchinson
City of Hutto
City of Menlo Park
City of Mountain View
City of Newark
City of Norco
City of Pacifica
City of Patterson
City of Piedmont
City of Salinas
City of San Bernardino
City of Simi Valley
City of South Gate
City of Tracy
City of Tulare
City of Tulsa
City of West Sacramento
City of Whittier
City of Wichita
City of Wilton Manors
City of Windsor
City of Wisconsin Springs
City of Wood Dale
Town of Whittier
Town of Windsor
Town of Woodside
Village of Hinsdale
Village of Orland Park
County of Champaign
County of Collin
County of Denton
County of Douglas
County of Lassen
County of Mendocino
County of Minnehaha
County of St. Joseph
Coachella Valley Mosquito Vector Control District
East Bay Regional Park District
El Toro Water District
Jurupa Community School District
Los Angeles County Development Authority
Las Virgenes Water District
County of Lassen
County of Mendocino
Riverside Co Sheriff's Dept
State of Texas (DFPS)

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration – Ellis College
- Bachelor of Science in Applied Management – Kaplan University

SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

Project Management Institute.

PMP®

I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk
CA Municipality

Michael Truncale



Enterprise Applications Senior Management Consultant

Michael Truncale has over 16 years of experience working directly with municipalities and government agencies with software implementations. His experience includes business process assessments, project planning, software implementation, application configuration, custom integrations, scoping customization needs, managing multiple teams across disciplines, process documentation, and project management related to enterprise applications.

Having worked for a leading local government enterprise software provider, Michael brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with customer needs and concerns throughout and post-implementation.

Michael's in-depth agency process knowledge, technical and functional background, and passion for helping people enable him to identify process gaps and provide quantifiable solutions easily.

Highlights

- Business process gap analysis
- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes of enterprise applications
- Facilitator between C-level and functional roles

Agency Experience

City of Ann Arbor
City of Bellingham
City of Brentwood
City of Bryan
City of Canton
City of Carlsbad
City of Chico
City of College Station
City of Colleyville
City of East Palo Alto
City of Edmond
City of Emeryville
City of Elk Grove
City of Escondido
City of Gladstone
City of Glendora
City of Golden
City of Greeley
City of Greer
City of Helena
City of Larkspur
City of Medford
City of Norwalk
City of Novato
City of Pearland
City of Pflugerville
City of Piedmont
City of Pinole
City of Poway
City of Prescott
City of Round Rock
City of Sammamish
City of San Bernardino
City of San Clemente
City of San Marcos
City of Tracy
City of Tukwila
City of Vacaville
City of Walla Walla
City of West Covina
City of Westminster
City of Wildwood
Butte County
Glenn County
Hanover County
Lewis and Clark County
Lincoln County
Manatee County
Mendocino County
Nassau County
Spotsylvania County
Summit County
Yuma County
Town of Castle Rock
Town of Flower Mound
Town of Parker
Town of Windsor
Town of Woodside

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Business Administration – California State University of San Marcos
- Project Management Institute Member – San Diego Chapter

SPECIALTIES

- Project Management
- Implementation Project Management
- Business Process Reviews
- Current System Needs Analysis and Improvement
- Project Management Oversight
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go-Live Plan Creation

Project Management Institute

First of all, great work. You are an elite communicator. It's honestly your best skill and to be clear you are top notch in everything else.

—Senior Information Systems Analyst
CA Municipality

Michael…the speed of this delivery is amazing and the deliverable is just so clean. Well done. I'm looking forward to working more with you.

—Senior Information Systems Analyst
CA Municipality

Thomas Hasselbeck

Senior GIS Consultant

Thomas Hasselbeck is a seasoned GIS professional with extensive experience spanning the public and private sectors. Throughout his career, he has specialized in GIS application development, system architecture, geospatial data analysis, and field data collection. He has worked on many impactful projects—from creating real-time public health tracking apps and asset management systems for local governments to developing military-grade tracking software and disaster response tools.

Thomas has consistently demonstrated a strong ability to bridge technical development with practical, real-world applications, helping governmental and non-profit organizations make informed decisions through spatial analysis and customized GIS solutions.

Highlights

- Developed and deployed custom GIS applications for non-profits to support humanitarian efforts, including water filter tracking and COVID-19 contact tracing, directly improving public health outcomes in underserved communities.
- Led the implementation an Enterprise Asset Management (EAM) system for local governments, including workflow optimization, system configuration, and staff training on ArcGIS Enterprise Portal.
- Created a reusable GIS workflow using Field Maps, Experience Builder, and ArcGIS Dashboards that improved field data collection accuracy and enabled real-time communication between field crews and management.
- Designed secure GIS system architectures for federal agencies, including a real-time fugitive tracking system and a hurricane response tool, improving emergency response capabilities.
- Played a lead role in developing military symbology runtime libraries for Esri platforms, ensuring cross-platform functionality and alignment with Department of Defense requirements.
- Provided strategic GIS consulting for international firms, including the US launch of geoCirrus, enhancing cloud-based system deployment using ArcGIS Server and Geocortex.
- Supported geospatial workflows for environmental and infrastructure projects, using spatial analysis and visualization to generate actionable insights and drive business development.
- Recognized for cross-functional leadership and technical mentoring, helping teams adopt and innovate with GIS technologies across diverse sectors, including water utilities, defense, and non-profit services.

Agency Experience

City of Piedmont
City of Pinole
Coachella Valley Water District

CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Geography – State University of New York at Buffalo
- Certificate in Computer Cartography
- Certified UAS (Unmanned Aircraft Systems) Pilot

SPECIALTY AREAS

- GIS application development and system architecture
- Web GIS and ArcGIS Enterprise deployment
- Field data collection and mobile GIS workflows
- Spatial analysis and geospatial data visualization
- Technical training, documentation, and client support

Appendix A: Practice Area Highlights

The following section includes additional information essential to properly evaluating ClientFirst's response to this request for qualifications. ClientFirst is uniquely positioned for this engagement due to our diversified technology consulting disciplines and the hands-on project types we routinely provide to our many government client agencies.

IT Infrastructure Consulting

A core competency of ClientFirst is the design and implementation of digital infrastructure. We have ongoing projects that include pre-construction planning, structured connectivity system design, outside plant fiber design, network design, resiliency upgrades, implementation, support, and maintenance. This includes the design and implementation of the following elements:

- Networks
- Hyperconverged and Virtual Environments
- Cloud Computing
- Video Surveillance Systems
- Door Access Control Systems
- Structured Connectivity Systems
- Outside Plant Fiber Optic Design
- Disaster Recovery and Redundant Systems
- Secure Networks for Public Safety Applications
- Cybersecurity
- Public Safety Communications
- Unified Messaging Design, Selection, and Implementation
- IoT Networks



IT Infrastructure Consulting

At ClientFirst, we believe in a collaborative approach. We work closely with each client, understanding their unique requirements, and then design, procure, and implement the most suitable solution. Our extensive experience with Public Works bid projects and traditional RFP and vendor selection methodologies ensures we can cater to a wide range of client needs.

We provide ongoing contract administration expertise for Public Works bid projects with the Public Works Department. We utilize a traditional American Institute of Architects (AIA) methodology for these projects, including cut sheet review and approval, weekly project meetings, multiple site visits (as needed), punch lists, and documentation close-out.



Often, our clients ask us to provide implementation project management for complex multi-vendor infrastructure upgrades. We utilize traditional project management methodologies to develop, track, and, if necessary, expedite these projects. We work with our clients to establish realistic completion dates and then work to resolve any issues encountered during the project in a time-sensitive way. The projects we manage are completed on budget and within the timeframes provided by the client.

Project Management Services

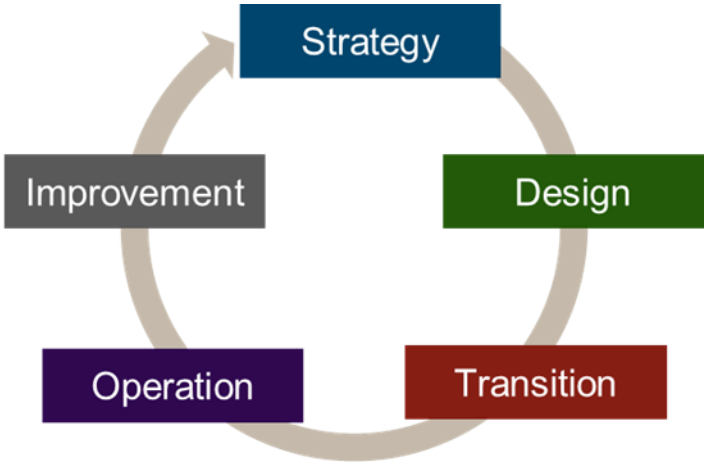
ClientFirst stands out in the IT infrastructure consulting industry by offering highly skilled technicians and providing clients with seasoned Project Managers. These professionals, who spend over 75% of their time working with public agencies, bring industry best practices. This unique blend of knowledge and experience has led to numerous success stories from IT departments nationwide.

Our IT Management practice area works with clients to improve the quality of their IT management and service delivery. We apply our knowledge to each client's situation and customize our management style to fit their needs.

We provide our clients with a complete project management methodology that improves communication and service delivery and lays the groundwork for high-quality, low-cost solutions that meet the City's needs.

Because we are a full-service, independent consulting firm, we can provide non-biased expertise in all areas of information technology.

Our methodology includes:



- **Strategic Planning** – Maintaining a Five-Year Strategic Plan and Capital Replacement Plan
- **Project Planning** – Planning and executing individual projects on time and within budget
- **Budgeting** – Working with our client to maintain their IT budget and meet budgetary goals
- **Regular Communications** – Communicating upcoming goals, objectives, and IT support status through monthly or quarterly IT committee meetings
- **Rapid Escalation** – Rapidly escalating critical problems within ClientFirst so the right subject-matter expert can be engaged to resolve the problem quickly and efficiently
- **Attention to Detail** – Working to maintain accurate documentation and track maintenance and vendor contracts and software licenses to ensure that there are no surprises in these often-overlooked areas
- **Regular Measurement** – Measuring our accomplishments monthly and working to improve our performance
- **Productivity Improvement** – Continually assessing areas for improved business processes rather than simply maintaining existing systems

Cybersecurity

In an era where cyber threats are increasingly sophisticated and pervasive, safeguarding your organization's digital assets is paramount. ClientFirst Technology Consulting stands at the forefront of cybersecurity, offering comprehensive, organization-wide methodologies to fortify your defenses against cybercrime and security breaches. Our approach encompasses every facet of the digital enterprise, ensuring that potential weaknesses are identified and remediated before they can be exploited.



Cybersecurity Consulting

At ClientFirst, we adhere to the highest standards of cybersecurity practices, utilizing the National Institute of Standards and Technology (NIST) framework and collaborating with the National Cybersecurity Center of Excellence. These rigorous frameworks guide our processes, ensuring that our clients receive the most up-to-date and effective strategies for protecting their digital infrastructure.

Our end-to-end cyber consulting services cover all critical areas, from initial assessment to ongoing support. We thoroughly evaluate your current cybersecurity posture, identifying vulnerabilities and potential risks. Based on this assessment, we develop a tailored strategy and plan to enhance your security measures. Our services include detailed specifications and procurement support, ensuring you acquire the best technologies and solutions to meet your needs. Furthermore, we provide continuous training and program development, equipping your team with the knowledge and skills necessary to maintain a robust cybersecurity environment.

With ClientFirst Technology Consulting, you gain a trusted partner dedicated to securing your digital enterprise. We are committed to delivering proactive, innovative solutions that protect your organization against the ever-evolving landscape of cyber threats.



Telecommunications and Unified Communications Consulting

ClientFirst's unified communications consulting practice provides multi-channel communications solutions design and procurement assistance for clients ready to move beyond traditional telephony services.

Our staff is unique in the telecommunications consulting industry, providing agencies with digital communications platforms that can be used to support multi-channel call center solutions. We provide our clients with a focused, experienced, and innovative team of professionals.

We provide a wide breadth of professional services that include:



- Systems evaluation and assessments
- Unified Communications system management projects
- VoIP (Voice-over-Internet Protocol) readiness reviews and assessments
- Telecom billing audits and cost reviews
- Strategic digital communications planning
- Systems design and alternative analysis
- Business continuation planning and disaster recovery planning
- Call center planning and design
- Competitive system and vendor selection
- Project management and implementation projects

ClientFirst is recognized nationally by many of the industry's leading vendors because they appreciate the fairness and objectivity we demonstrate when dealing with their organizations. This high visibility results in the best competitive proposals in response to ClientFirst's RFP documents. It provides our clients the information to make informed decisions and realize the best value for their purchasing dollars.

> **I have never seen such professionalism and thoroughness in managing an RFP as I have with ClientFirst. Whether or not we win this contract, I would be happy to provide a reference if you ever need it.**
>
> — Vendor
> *Vendor Selection Assistance*



Telecom Consulting

Geographic Information System (GIS) Master Planning

ClientFirst assists in helping to develop improvements in Geographic Information Systems (GIS). With the ever-evolving use of technology in agency decision-making, the importance of GIS systems cannot be understated. Choosing sites, maintaining assets, planning distribution networks, drawing boundaries, capturing data, and other activities involve questions of geography and special imagery.

GIS Master Planning sets forth procedures and methods used to determine where an agency envisions going with GIS in the future, which can include:

- Improvements to the GIS Enterprise
- Evaluating potential data sources and data needs
- Evaluating hardware and software solutions
- Updating and standardizing GIS databases
- Developing additional GIS applications
- Creating or improving interfaces to enterprise application systems
- Improved GIS data accuracy or granularity
- Staffing requirements
- Prioritized resource requirements
- Planning for the long-term maintenance of the GIS system and the data
- Development of a GIS-specific budget tied to the various elements or initiatives within the GIS Master Plan



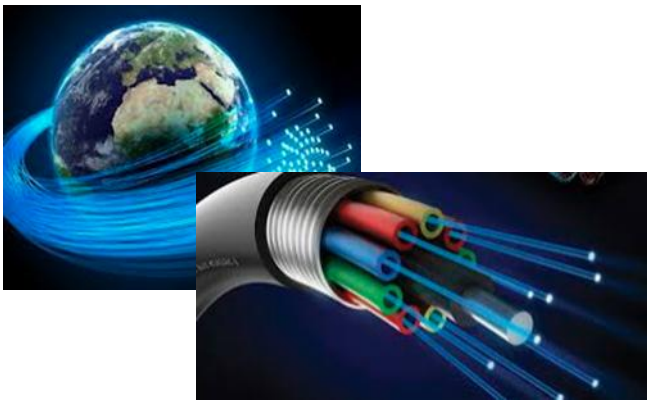
GIS has become a basic building block for many enterprise applications and is incorporated into all ClientFirst Technology Planning engagements.

Fiber-Optic Cabling

ClientFirst understands the need for a reliable fiber-optic cable infrastructure, especially as remote work requires more reliable communications connections.

Fiber optic planning can guide the design, construction, implementation, maintenance, regulation, and funding of an agency's fiber optics assets and related technologies. We work to help each client review their existing fiber-optic cable plant and its use. We are then able to create a guide regarding the development and utilization of this important infrastructure resource using the following approach:

- Site Visits and Existing Conditions Review
- Interview Stakeholder Departments
- Contract and Installation Q & A
- Research Alternatives and Potential Opportunities
- Identify Potential Business Opportunities
- Develop Broadband Installation Standards
- Resiliency Recommendations
- Identify Ongoing Maintenance Recommendations
- Identify Potential Funding/Joint Partnership Ideas
- Develop a Report and Budget Plan
- Workshop Discussion



In addition to evaluating an organization's fiber-optic needs and developing strategies to address those needs, we design and administer inside-plant and outside-plant fiber-optic cabling installations for our clients.

Enterprise Applications Consulting

ClientFirst has a unique approach to Enterprise Applications consulting. Our Enterprise Application Consulting practice has expanded over the years and is now comprised of, but not limited to, the following elements:

- Process Review/Improvement, Assessment, and Business Case Justification
- Selection Services, including RFP development, proposal analysis, demonstration management, due diligence, and contract negotiation
- Implementation Project Management, including all phases of implementation. This process includes ensuring all manual processes are improved, paper is eliminated, and internal and external customers receive services electronically and have access to information.
- Post-implementation review to ensure objectives/goals and utilization levels were met, including a plan to close any identified post-implementation gaps.
- Implementation Rescue Projects – We have the history and ability to assess enterprise application implementations that have become challenged or gone off the rails. Through analysis, we determine the problem(s) so implementation management best practices can be applied and the project can succeed. This may often include intermediary services to address problem issues with the existing vendor.
- Application Gap Analysis and Utilization Improvement for existing enterprise applications that are viable but require reconfiguration and setup, training, or other needs
- Integration – between applications, with tools (ECMS, GIS, Field-Based mobiles), desktop/office applications, external entities (payment processors, banks, PERS, etc.), and much more.
- Review the Technology Department's application support resources, including staff inventory, availability, skill sets, etc.





Enterprise Applications Consulting

In years past, it was typical to see the largest line item in an organization's IT budget was related to hardware infrastructure and the staff to support this hardware (servers, desktops, printers, servers, network equipment, etc.) Cities have often seen their Software Application budget line items grow. Technology Departments often need to adjust to address this change. They are adding more Application Software Business Analysts to their organizations to support the user community's expanding software needs and demands.

This growth in software results from an organization's need to eliminate manual and paper-based processes to use software to gain efficiencies and increase productivity. Still, it is also to improve public access and to provide electronic services to the public. This also includes access and electronic services to internal customers (employees) and access to information and services for management, leadership, and elected officials to improve effective decision-making.

Our specialization in local government and cities provides an in-depth knowledge of all the related local government operations and applications and the vendors that provide them.

Applications Experience	
General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative Maintenance
Cash Receipts	Inventory Management
Purchasing & Receiving	Fleet Management
Bids Management	Planning
Contract Management	Permitting
Accounts Payable	Inspection
Fixed Assets	Code Enforcement
Loans	Land/Parcel/Address Management
Special Assessments	Computer-Aided Dispatch (CAD)
Financial Reporting	Records Management
Ad Hoc Reporting	Mobile Computing
Business Licensing	Citizen Request Management
Applicant Tracking	GIS
Human Resources	Adjudication
Employee Self-Service	Citation Management
Benefits Tracking	
Time & Attendance	
Payroll	

The level of detail ClientFirst explored in our software project was extremely valuable. We had attempted to do the same effort a few years ago, and there was no comparison. Through a needs assessment process, ClientFirst collected a tremendous amount of valuable details.

—IT Coordinator
Software Selection

Departmental / Functional Area Experience	
Council/Board	Parks & Recreation
Administration	Engineering
Building & Safety	GIS
City Clerk	Water & Waste Water
Finance	Sanitation
Fire	Field Operations
Library	Laboratories
Utility Billing	Environmental
Customer Service/Call	Sciences
Centers	Facilities
Payroll	Treatment Plants
Human Resources	Fleet Management
Planning	Engineering
Police	Warehousing
Purchasing	SCADA
Public Works	Information Systems

From the beginning of our software selection process, I was impressed with how inclusive the process has been. I've never been associated with such a collaborative, cooperative, and engaged project. Outstanding process.

—City Manager
Software Selection



Community Development Consulting

Appendix B: Government Agency Case Studies

The following case studies are California agencies that ClientFirst has worked with to transform their technology environments digitally. These case studies began with Technology Master Planning. The cities' technology governance and commitment at all levels, including city councils, has since resulted in significant digital transformation that has improved internal business department processes, management decision-making, transparency, citizen services, and citizen engagement. Also separately is a sample Information Technology Plan recently completed for another California municipality.

City of Rancho Mirage

Project Background

ClientFirst started with a citywide Technology Master Plan. We also jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference. Also, see the attached published article on the City's digital transformation efforts, *City of Rancho Mirage Published Digital Transformation Article*.

Other following projects have included:

- Technology Master Planning
- IT Organization Improvement Assistance
- Enterprise Software Needs Assessment
- ERP Selection and Contract Negotiations
- Audio Visual System Design, RFP, and Implementation Oversight
- Contract Management Process Review and Improvements
- Disaster Recovery Planning Services
- Cybersecurity Assessment and Risk Mitigation
- EDMS Needs Assessment Services
- Electronic Mail Implementation Consulting Services
- IT Management Mentoring and Advisory Services
- Wireless Network Design – Amphitheater, Library, Park Spaces
- Network Improvement Vendor Procurement
- Work Order/Asset Management Preliminary Assessment

Description of Services Performed and Outcomes

ClientFirst developed a Technology Master Plan to address the City's desire to integrate and automate business applications securely. This project included working with an ongoing City Council sub-committee. ClientFirst presented the Plan to the Council, and the Council approved funding of the plan. ClientFirst worked with City staff to upgrade technology infrastructure, resident connectedness, and application improvement and integration. The Master Plan also included a comprehensive analysis of the IT human resources to ensure the City had the resources to maintain existing technology, implement new technology projects, and maintain the environment that would be put in place as part of the implementation of the Technology Master Plan. A significant piece of the future IT organizational structure included increased business analyst talent to help implement and support critical enterprise applications.

ClientFirst assisted with the ERP system selection, which was concluded on time and within budget. Departmental assistance was also provided for selecting a new Contract Administration system.

Technical assistance was provided for the development of a Disaster Recovery Plan. ClientFirst worked with Departments to develop a prioritized recovery plan that met the needs of the City.

City of Piedmont

Project Background

ClientFirst started with a citywide Technology Master Plan and has continued to assist the City in transforming the City and City operations digitally. Projects have included:

- Technology Plan development and successful funding
- Technology Plan management, annual plan updates, and Council updates on the status of the plan
- Fiber optic system upgrades
- Ongoing Technology Governance Committee participation as their senior IT advisor
- CAD/RMS vendor strategy and roadmap upgrade
- Wide area network improvements
- Initial IoT wireless network deployment
- ERP software selection and business process improvement analysis
- ERP software implementation project management
- Land Management Assessment & Improvement Plan
- Ongoing Land Management process improvements
- Cloud computing strategy analysis
- Public Safety Verizon Private Cloud analysis, implementation, and resiliency
- Public Safety Scheduling and Time and Attendance Procurement Management
- Cybersecurity Incident Response
- Telecommunications System Design and Procurement Management
- Website constituent survey, redesign, and social media rollout
- Coordination of 5G cellular tower, including Council briefings
- Cybersecurity improvement and roadmap and Cybersecurity Council briefings
- Hyperconverged system selection and project oversight
- Ongoing IT Strategic Advisory services

Description of Services Performed and Outcomes

Digital transformation has been a key strategy of the City of Piedmont's Council. This was initiated with the selection of ClientFirst to develop a Technology Strategic Plan in conjunction with a Citizen Advisory Committee. Unsurprisingly, as a Bay Area community, the Citizen Advisory Committee has strong technologists, including the first US employee of Skype (now an "angel investor"). ClientFirst worked collaboratively with the Citizen Advisory Committee to develop and prioritize the Plan and then jointly presented the Plan and budget to the Council. ClientFirst continues to oversee the plan's implementation as the City's technology advisor, presenting ongoing updates to the Council.

ClientFirst is also the primary technology consultant for the City, assisting with implementing recommended initiatives, including best practices, departmental applications, smart

technologies, civic engagement, IT infrastructure, day-to-day IT staffing and operations, cybersecurity, and communications.

Before the plan, the City's overall systems were largely siloed, legacy, and end-of-life. Some previously implemented systems were implemented in a manner that provided little opportunity to take advantage of the improved technology. Automation was limited, and resident services were mostly manual, with limited use of technology to automate business processes. Overuse of shadow systems and manual processes was still the norm.

Mendocino County

Project Background

ClientFirst started with a County-wide Technology Master Plan and Roadmap to digitally transform the County and its operations. Other following projects have included:

- Technology Plan development and funding
- Technology Plan management and semi-annual plan updates in conjunction with mid-year and annual Board of Supervisors budget workshops
- Initial risk mitigation projects to increase the resiliency of critical systems
- Emergency Operations Center redesign and refresh of EOC technology and equipment (Phase 1 & 2)
- Public Safety Cabling and Fiber Optic Improvements
- Public Safety and Radio Data Center Space Planning
- Detailed public safety County-wide radio assessment, cost analysis, and successful funding request
- Fiber Optic Systems Upgrades
- Procurement Business Process Review and Improvements
- Cannabis Permit and Licensing Process Improvements Efficiency Study
- Budgeting Process Improvements
- Point Arena Radio & Microwave Project Management (Improved Public Safety Radio Resiliency)
- County-Wide Radio and Broadband Upgrade Project Management
- Property Tax System Assessment and Project Restart
- Property Tax System Implementation Oversight
- Cannabis Permits & License Business Process Review and Improvements
- Cannabis E-Permitting
- Cybersecurity Roadmap and Board Presentation
- Network Upgrade RFP & Project Management Assistance
- IT Strategic Advisory Services
- IT staffing and staff roadmap to support digital transformation and Board goal of increased efficiency

Description of Services Performed and Outcomes

ClientFirst was initially engaged to develop a multi-year Technology Master Plan and Roadmap. The initial five-year plan is budgeted at over $20 million. The initial assessment also uncovered several high-risk areas. County management placed the project on hold but immediately allocated $605K to mitigate many high-risk items. ClientFirst provided oversight and project management services to implement these risk mitigation measures. The Board appropriated $1MM for Phase 1 projects and has subsequently appropriated over $1MM every six months for additional project work. ClientFirst provides oversight for approximately twenty-five Technology Master Plan projects. ClientFirst also manages the Master Plan budget and project portfolio, with project additions and subtractions based on Board and Executive Office priorities.

In addition to managing the Technology Master Plan, ClientFirst provides detailed project management and vendor selection assistance for various projects. Implementation assistance augments staff for critical or high-profile projects such as E-Permitting (now implemented for about 65% of permit types), Cannabis business process improvements, public safety and emergency operations projects, preparations and replacement of a fragile end-of-life tax system, and others.

Also, ClientFirst and Mendocino County jointly presented at the California Society of Municipal Finance Officers (CSMFO) on process improvements resulting from these digital transforming projects.

CONSULTANT SERVICES AGREEMENT
STRATEGIC INFORMATION TECHNOLOGY SERVICES

This AGREEMENT FOR CONSULTANT SERVICES **("Agreement")** is entered into as of the December 18, 2023, by and between the City of Piedmont **("City"),** a California municipal corporation, and ClientFirst, **("Consultant"),** a California corporation, with reference to the following facts, understandings and intentions.

Recitals

WHEREAS, City desires to contract for strategic information technology services that support and advance the business operations of the City of Piedmont; and

WHEREAS, the Consultant has demonstrated the skills and ability to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement, subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

    a. City. The City Administrator or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council, and shall have authority to supervise the progress and execution of this Agreement.
    b. Consultant. The Consultant shall assign Tom Jakobsen responsibility for the overall progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services.

    a. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

    b. Time of Performance. The services of Consultant are to immediately commence upon execution of this Agreement and Consultant understands that time is of

the essence when conducting the Scope of Work.

c. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Consultant shall correct all errors made in the provision of services under this Agreement.

4. Compensation and Method of Payment.

a. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed Two Hundred Eighteen Thousand Forty Five Dollars ($218,045). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment. Payment shall be paid within 30 days of presentation of invoices based on services and costs incurred in the prior month.

b. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

c. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

d. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40)

hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

e. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. This Agreement shall commence as of the date first above written and shall continue in full force and effect, amended pursuant to Section 19, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by the Consultant under the Agreement shall be the prope1ty of Consultant. Consultant agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

9. Conflict of Interest Requirements.

a. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest

shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will not have the power to make any governmental decision, including whether to: approve any rates, rules, regulations, policies, standards, or guidelines of the City or any of its subdivisions; adopt or enforce any laws; issue, deny, suspend, or revoke any permit, license, application, certificate, order, or any similar authorization or entitlement; authorize, modify, or renew any form of City contract; grant approval to any City contract specifications on behalf of the City; or grant City approval for any plans, designs, reports, or similar; and

(2) will not participate in the making of any governmental decision in the equivalent of a staff capacity - for the purposes of this provision, "participating in a governmental decision" including providing information, an opinion, or a recommendation directly to any person at the City empowered to make a decision on behalf of the City without significant intervening substantive review; and

(3) will not perform the same duties for the City that would otherwise be performed by a staff member required to report under the City's conflict of interest code. (2 Cal. Code Regs. § 18700.3.)

10. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to Consultant or otherwise in the event of any default or breach of the City, or for any amount which may become due to Consultant or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement. To the maximum extent permitted by law, the City shall have no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

a. Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings,

regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("Liability"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties. The only exception to Consultant's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the willful misconduct of City or its elective or appointive boards, officers, agents and employees.

b. Scope of Obligation. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Consultant arising out of or in connection with the Agreement or Consultant's failure to comply with any of the terms of this Agreement.

c. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

12. Compliance with Laws.

a. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of

this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

b. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

c. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

d. Business Licenses. Unless exempt by law, Consultant shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Piedmont Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as required by law.

14. Assignment; Subcontractors; Employees.

a. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any pa1t thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

15. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in Exhibit C to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days 'notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

16. Termination of Agreement; Default.

a. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

b. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, 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 fees 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 fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

c. Upon termination of this Agreement with or without cause and if requested by City, Consultant shall turn over to the City Administrator immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

17. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

18. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a patty on the ground that said patty was solely or primarily responsible for drafting the language to be interpreted.

19. Time of the Essence. Time is of the essence of this Agreement. Upon receipt of a written notice from City to proceed with work required by this Agreement, Consultant shall immediately commence work to perform the services required in accordance with the

schedule of work. In the event that the Agreement does not include a fixed schedule for completion of work, Consultant shall diligently prosecute all work until completion.

20. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:	Rosanna Bayon Moore City Administrator 120 Vista Avenue Piedmont, California 94611
If to Consultant:	Tom Jakobsen Partner ClientFirst Consulting Group 980 Montecito Drive, Suite 209 Corona, CA 94611

21. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

b. Any records or documents maintained by Consultant pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Administrator, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

22. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to

ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

24. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any pary other than Consultant.

25. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term, covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Consultant shall comply with claims presentation requirements under the Government Tort Claims Act, California Government Code Sections 900 et seq. and the Piedmont Municipal Code.

26. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

27. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

    a. Exhibit A: Scope of Work

    b. Exhibit B: Hourly Rate Schedule & Budget Estimate

    c. Exhibit C: Insurance Requirements

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than

one such counterpart.

29. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

30. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either patty hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Alameda, California.

31. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

CITY OF PIEDMONT

Rosanna Bayon Moore
City Administrator

CONSULTANT

David Krout
ClientFirst Managing Partner

APPROVED AS TO FORM
AND LEGALITY

Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

ATTESTED

Anna M. Brown
City Clerk

EXHIBIT A
Scope of Work

1) **Public Works Department**
    a. Enterprise Asset Management Project
        i. Project Design
        ii. Solicitation
        iii. Vendor Selection
        iv. Implementation Project Management
2) **Fire Department**
    a. Scheduling Project
        i. Timekeeping Interface & Implementation Project Management
3) **Public Works, Planning, Building, Planning, City Clerk**
    a. TRAKiT Implementation Project Management
        i. Community Development
        ii. Business Licenses
4) **Police Department**
    a. Dispatch Center Relocation Project
    b. Criminal Justice Information System Compliance Assistance Project
5) **Citywide Ongoing IT Management Assistance**
    a. Procurement, Cyber Security, GIS, Telecom, IT Budgeting

EXHIBIT B
Hourly Rate Schedule & Estimated Budget

ClientFirst's professional fees and expenses are based on the scope and approach outlined in the final statement of work. Standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

Title	Hourly Rate
Partner	$ 230
Director	$ 225
Manager	$ 215
Senior Network Engineer/GIS Manager	$ 195
Senior Consultant	$ 185
Systems Engineer	$ 185
IT/Technology Consultant	$ 175

Project	Estimated Cost
Enterprise Asset Management System	$21,345
Scheduling	$19,200
TRAKiT	$97,500
Dispatch Center	$5,000
CJIS Compliance	$10,000
IT Management Assistance	$65,000
TOTAL ESTIMATED BUDGET	**$ 218,045**

EXHIBIT C
Insurance Requirements for Consultant Services Agreement

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on

behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used).

Primary Coverage
For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business **in** the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least eighteen (18) months after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the COL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowermaster & Associates 10805 Holder St Ste 350 Cypress CA 90630	**CONTACT NAME:** Sandra Perez **PHONE (A/C, No, Ext):** 714-733-6217 **FAX (A/C, No):** **E-MAIL ADDRESS:** sperez@bowermaster.com
INSURED CLIECON-01 ClientFirst Consulting Group, LLC 980 Montecito Drive, Ste 209 Corona CA 92879	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Citizens Insurance Company of America — 31534 **INSURER B :** Allmerica Financial Benefit Insurance Co — 41840 **INSURER C :** Philadelphia Indemnity Insurance — 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 72205139 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	OB3A915118	4/16/2023	4/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OB3A915118	4/16/2023	4/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W23A883062	4/16/2023	4/16/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology E&O Incl Cyber			PHPK2533875	3/31/2023	3/31/2024	Per Claim/Aggregate Deductible	2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Piedmont, its Council Members, directors, officers, agents and employees are Additional Insured as respects to General Liability; coverage is Primary, and Waiver of Subrogation applies per attached forms. 30-day notice of cancellation is provided per policy provisions.

CERTIFICATE HOLDER

City of Piedmont
120 Vista Avenue
Piedmont CA 94611
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS WHEN REQUIRED BY CONTRACT (PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies and is subject to the insurance provided under the following:

TECHNOLOGY ERRORS AND OMISSIONS COVERAGE FORM

The following is added to **SECTION II – Definitions FF you, your, insured mean**:

Any entity you are required by written contract to include as an insured for liability of such entity for an Insured's "wrongful incident" during the rendering of "Technology Professional Services" shall be insured under this Policy but solely to the extent that a "claim" is made against it for a "wrongful incident" of an Insured, and only so long as the written contract is entered into before such "wrongful incident" occurs. Any coverage afforded by this Section is subject always to all of the Policy's terms and conditions, provided however there:

1. There shall be no coverage afforded to such entity for its "wrongful incident"; and
2. Nothing herein shall serve to confer any rights or duties to such entity under this Policy, other than as provided in this Section.

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION DESCRIBED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION DESCRIBED IN THE ABOVE.

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The Hanover Insurance Group

OB3 A915118 1001136

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

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c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured, paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph **e.** is deleted.

b. SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

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insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

CITY OF PIEDMONT

CALIFORNIA

Municipal Business Tax

License #: **BUS-009579**

Expiration Date: 12/27/2024

Issue Date: 12/27/2023

Business Name: CLIENTFIRST TECHNOLOGY CONSULTING

Location: 980 MONTECITO DRIVE
CORONA, CA 92879

Business Owner: DAVID KROUT
980 MONTECITO DRIVE
CORONA, CA 92879

State Contractor License #:

Business Type: SPECIAL TRADE CONTRACTOR

Workers Compensation Carrier

Workers Compensation Policy #:

Workers Compensation Expiration:

This licensee has paid to the City of Piedmont the business tax required by the City Code and is herby authorized to conduct business in the City of Piedmont. This license must be conspicuously posted at any fixed place of business. All other licensees must carry this license with them while conducting business in the City of Piedmont.

Tax Amount:	$100.00	Amount Paid:	$107.42
State Disability Fee:	$4.00		

City Clerk

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CITY OF PIEDMONT
CALIFORNIA

Agreement/Contract
Signature Routing Form

Title Summary:
First Amendment to Agreement with ClientFirst Updating Scope of Work and Hourly Rate Schedule and Estimated Budget

Agreement Type: X Contractual/Consulting/Professional Services Agreement

___Master Service Agreement ___Purchase Agreement

___Construction Agreement CIP ___Construction Agreement Non-CIP

___Grant Agreement ___Other: _____

Check if Amendment X **Original contract no.** E400-0045-2631

Originating Department: City Administration **Contract Manager:** Rosanna Bayon Moore

City Attorney Review by: Deepa Sharma

Council Approval Date & Resolution No. (if applicable): 6/17/24; 36-2024

Contract Amount: $294,160 Start Date: 6/17/24 End Date: NA

Attachments: X Payment/Fee Schedule X Certificate of Insurance ____W-9

X Scope of Services X Business License ____ Work Order ___Other: _____

Signature Routing	Date Reviewed/Signed	Initials:
Contracting Party	7/9/2024	DS DK
City Attorney	7/16/2024	DS MMK
City Admin/Mayor	7/16/2024	DS RBM
City Clerk	7/17/2024	DS AMB

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CONSULTANT SERVICES AGREEMENT
STRATEGIC INFORMATION TECHNOLOGY SERVICES

This AGREEMENT FOR CONSULTANT SERVICES **("Agreement")** is entered into as of the June 17, 2024, by and between the City of Piedmont **("City"),** a California municipal corporation, and ClientFirst, **("Consultant"),** a California corporation, with reference to the following facts, understandings and intentions.

Recitals

WHEREAS, City desires to contract for strategic information technology services that support and advance the business operations of the City of Piedmont; and

WHEREAS, the Consultant has demonstrated the skills and ability to provide such services described in Section 3 of this Agreement; and

WHEREAS, City desires to retain Consultant pursuant to this Agreement to provide the services described in Section 3 of this Agreement, subject to the terms and conditions of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals and all defined terms set forth above are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination. Authorized representatives shall represent City and Consultant in all matters pertaining to this Agreement.

    a. City. The City Administrator or his/her designee shall represent City for all purposes under this Agreement, except where approval for the City is specifically required by the City Council, and shall have authority to supervise the progress and execution of this Agreement.
    b. Consultant. The Consultant shall assign Tom Jakobsen responsibility for the overall progress and execution of this Agreement for Consultant.

3. Scope and Performance of Services.

    a. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, Consultant shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

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b. Time of Performance. The services of Consultant are to immediately commence upon execution of this Agreement and Consultant understands that time is of the essence when conducting the Scope of Work.

c. Standard of Quality. City relies upon the professional ability of Consultant as a material inducement to entering into this Agreement. All work performed by Consultant under this Agreement shall be performed 1) with due diligence, using its best efforts to perform and coordinate all activities in a timely manner; 2) in accordance with all applicable legal requirements; and 3) with the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise. Consultant shall correct all errors made in the provision of services under this Agreement.

4. Compensation and Method of Payment.

a. Compensation. The compensation to be paid to Consultant, including both payment for professional services and reimbursable expenses, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays Consultant exceed Two Hundred Eighteen Thousand Forty Five Dollars ($218,045). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment. Payment shall be paid within 30 days of presentation of invoices based on services and costs incurred in the prior month.

b. Changes in Compensation. Consultant will not undertake any work that will incur costs in excess of the amount set forth in Section 4(A) of this Agreement without prior written amendment to this Agreement. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Consultant shall not commence any work exceeding the Scope of Work without prior written authorization from the City. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

c. Taxes. Consultant shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use

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taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Consultant.

d. No Overtime or Premium Pay. Consultant shall receive no premium or enhanced pay for work normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work performed during non-standard business hours, such as in the evenings or on weekends. Consultant shall not receive a premium or enhanced pay for work performed on a recognized holiday. Consultant shall not receive paid time off for days not worked, whether it be in the form of sick leave, administrative leave, or for any other form of absence.

e. Litigation Support. Consultant agrees to testify at City's request if litigation is brought against City in connection with Consultant's work product. Unless the action is brought by Consultant or is based upon Consultant's negligence, City will compensate Consultant for the preparation and the testimony at Consultant's standard hourly rates, if requested by City and not part of the litigation brought by City against Consultant.

5. Term. This Agreement shall commence as of the date first above written and shall continue in full force and effect, amended pursuant to Section 19, or otherwise terminated as provided herein.

6. Inspection. Consultant shall furnish City with every reasonable opportunity for City to ascertain that the services of Consultant are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the City's inspection and approval. The inspection of such work shall not relieve Consultant of any of its obligations to fulfill the Agreement as prescribed.

7. Ownership of Documents. Title, including the copyright and all intellectual property rights, to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions, designs, data, photographs, reports and any other final work products compiled, prepared or obtained by the Consultant under the Agreement shall be the prope1ty of Consultant. Consultant agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

8. Employment of Other Consultants, Specialists or Experts. Consultant will not employ or otherwise incur an obligation to pay other consultants, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

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9. Conflict of Interest Requirements.

a. Consultant covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder Consultant's performance of services under this Agreement, or be affected in any manner or degree by performance of Consultant's services hereunder. Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. Consultant agrees at all times to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

b. Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

(1) will not have the power to make any governmental decision, including whether to: approve any rates, rules, regulations, policies, standards, or guidelines of the City or any of its subdivisions; adopt or enforce any laws; issue, deny, suspend, or revoke any permit, license, application, certificate, order, or any similar authorization or entitlement; authorize, modify, or renew any form of City contract; grant approval to any City contract specifications on behalf of the City; or grant City approval for any plans, designs, reports, or similar; and

(2) will not participate in the making of any governmental decision in the equivalent of a staff capacity - for the purposes of this provision, "participating in a governmental decision" including providing information, an opinion, or a recommendation directly to any person at the City empowered to make a decision on behalf of the City without significant intervening substantive review; and

(3) will not perform the same duties for the City that would otherwise be performed by a staff member required to report under the City's conflict of interest code. (2 Cal. Code Regs. § 18700.3.)

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

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extent permitted by law, the City shall have no liability or responsibility for any accident, loss, or damage to any work performed under this Agreement whether prior to its completion or acceptance or otherwise.

11. Indemnity.

a. Indemnification. To the fullest extent permitted by law, Consultant shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("Indemnified Parties") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("Liability"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties. The only exception to Consultant's responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the willful misconduct of City or its elective or appointive boards, officers, agents and employees.

b. Scope of Obligation. Consultant's duty to indemnify, protect, defend and hold harmless as set forth in this Section 11 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Consultant under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. Consultant waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of the Consultant arising out of or in connection with the Agreement or Consultant's failure to comply with any of the terms of this Agreement.

c. Independent Contractor. It is expressly agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent contractor and not an agent or employee of City and shall have responsibility for and control over the details and means of

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providing its services under this Agreement. Consultant shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the services under this Agreement. As an independent contractor, Consultant shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights. Consultant, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

12. Compliance with Laws.

a. General. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Consultant represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for Consultant to practice its profession. City is not responsible or liable for Consultant's failure to comply with any or all of the requirements contained in this paragraph or in this Agreement.

b. Workers' Compensation. Consultant certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Consultant certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

c. Injury and Illness Prevention Program. Consultant certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

d. Business Licenses. Unless exempt by law, Consultant shall have acquired, at Consultant's expense, a business license from the City in accordance with Chapter 5.04 of the Piedmont Municipal Code, prior to City's issuance of an authorization to proceed with the Services. Such license(s) shall be kept valid throughout the term of this Agreement. City may withhold compensation from Consultant until such time as Consultant complies with this section.

13. Confidential Information. All data, documents, discussions or other information developed or received by or for Consultant in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by City, or as

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required by law.

14. Assignment; Subcontractors; Employees.

a. Assignment. Consultant shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any pa1t thereof without the City's prior written consent, which shall be in the City's sole discretion. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

15. Insurance. Without limiting Consultant's indemnification provided herein, Consultant shall, at its own expense, procure and maintain insurance that complies with the requirements set forth in Exhibit C to this Agreement, which is attached hereto and incorporated by reference. Consultant shall upon thirty (30) days 'notice comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's risk manager.

16. Termination of Agreement; Default.

a. This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the City upon five (5) days' written notice to Consultant.

b. If Consultant fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violates any of the terms of this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, 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 fees 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 fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by consultant. In the event this Agreement is terminated by City without cause, Consultant shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

c. Upon termination of this Agreement with or without cause and if requested by City, Consultant shall turn over to the City Administrator immediately any and all

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copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by Consultant or its subcontractors, if any, or given to Consultant or its subcontractors, if any, in connection with this Agreement. Consultant, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

17. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between City and Consultant and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and Consultant. All provisions of this Agreement are expressly made conditions.

18. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a patty on the ground that said patty was solely or primarily responsible for drafting the language to be interpreted.

19. Time of the Essence. Time is of the essence of this Agreement. Upon receipt of a written notice from City to proceed with work required by this Agreement, Consultant shall immediately commence work to perform the services required in accordance with the schedule of work. In the event that the Agreement does not include a fixed schedule for completion of work, Consultant shall diligently prosecute all work until completion.

20. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City:	Rosanna Bayon Moore City Administrator 120 Vista Avenue Piedmont, California 94611
If to Consultant:	Tom Jakobsen Partner ClientFirst Consulting Group 980 Montecito Drive, Suite 209 Corona, CA 94611

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21. Consultant's Books and Records.

    a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

    b. Any records or documents maintained by Consultant pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Administrator, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

22. Equal Employment Opportunity. Consultant is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Consultant will not discriminate against any employee or applicant for employment because of race, religion, age, sex, creed, color, sexual orientation, marital status or national origin. Consultant will take affirmative action to ensure that applicants are treated during such employment without regard to race, religion, age, sex, creed, color, sexual orientation, marital status, or national origin. Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

23. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other consultants to provide, services that are the same or similar to the services described in this Agreement.

24. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any pary other than Consultant.

25. Remedies/Waiver. No failure on the part of either party to exercise any term, covenant, condition, right or remedy hereunder shall operate as a waiver of any other term,

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covenant, condition, right or remedy that such party may have hereunder. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative. As a condition precedent to commencing legal action involving a claim or dispute against the City arising from this Agreement, the Consultant shall comply with claims presentation requirements under the Government Tort Claims Act, California Government Code Sections 900 et seq. and the Piedmont Municipal Code.

26. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

27. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

    a. Exhibit A: Scope of Work

    b. Exhibit B: Hourly Rate Schedule & Budget Estimate

    c. Exhibit C: Insurance Requirements

28. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. News Releases/Interviews. All Consultant and subconsultant news releases, media interviews, testimony at hearings and public comment shall be prohibited unless expressly authorized by City.

30. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either patty hereunder, the parties agree that a trial of such action shall be held exclusively in a state court in the County of Alameda, California.

31. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

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IN WITNESS WHEREOF, City and Consultant have executed this Agreement as of the date first above written.

CITY OF PIEDMONT

DocuSigned by:
Rosanna Bayon Moore
84925E5E9964B1...
Rosanna Bayon Moore
City Administrator

CONSULTANT

DocuSigned by:
DAVID KROUT
D43E6BBA6DC6947B...
David Krout
Managing Partner

Approved as to Form and Legality:

DocuSigned by:
Michelle Marchetta Kenyon
A0E7477B0A345E4...
Michelle Marchetta Kenyon, City Attorney
Deepa Sharma, Assistant City Attorney

Attest:

DocuSigned by:
Anna M. Brown
A651B1D5B1E1405...
Anna M. Brown
City Clerk

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EXHIBIT A
Scope of Work

1) **Public Works Department**
    a. Enterprise Asset Management Project
        i. Implementation project management
2) **Fire Department**
    a. Monthly Alameda County GIS Updates
    b. Mutual Aid Boundary Updates
3) **Public Works, Planning, Building**
    a. ComDev Ongoing Support
        i. Problem resolution
        ii. Departmental collaboration for ongoing design improvements
        iii. Table and workflow updates
    b. ComDev Code Enforcement Complaint Module Setup
        i. Implementation of complaint module
        ii. Initial configuration
        iii. Testing
        iv. Problem resolution
    c. ComDev Fee Schedule Update
        i. Annual update of permit fee tables and testing
4) **City Clerk**
    a. Business License support
        i. Monthly workflow assistance
        ii. Staff training
        iii. Data cleanup
5) **Police Department**
    a. Criminal Justice Information System Compliance Assistance and Policy Development
6) **Citywide Ongoing IT Management Assistance**
    a. GIS, Telecom, IT Budgeting Technical Assistance
    b. Copper telephone line replacement

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EXHIBIT B
Hourly Rate Schedule & Estimated Budget

ClientFirst's professional fees and expenses are based on the scope and approach outlined in the final statement of work. Standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

Title	Hourly Rate
Partner	$ 230
Director	$ 225
Manager	$ 215
Senior Network Engineer/GIS Manager	$ 195
Senior Consultant	$ 195
Systems Engineer	$ 185
IT/Technology Consultant	$ 175

Project	Estimated Cost	Notes
Enterprise Asset Management Implementation Project Management	$ 60,000	Implementation project management for Public Works
General ComDev System Administration	$ 72,000	Ongoing support for ComDev (formerly TRAKiT)
ComDev CE Complaint Module Setup	$ 7,000	Implementation of new module
ComDev Fee Schedule Update	$ 6,000	Annual fee schedule changes
Business Licensing Support	$ 20,160	Ongoing, monthly support for license renewals
IT Management Assist	$ 60,000	
GIS Assistance	$ 39,000	Ongoing assistance with GIS tasks, parcel maintenance, GIS for PD
GIS Mapping - Fire Department	$ 10,000	Monthly updates from County & Mutual Aid Boundary Improvements
Copper Line Assessment & Redesign	$ 10,000	Replace copper phone lines with alternative solutions
CJIS Policies	$ 10,000	Required by Criminal Justice Information System V5-9-4
TOTAL ESTIMATED BUDGET	**$ 294,160**	

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EXHIBIT C
Insurance Requirements for Consultant Services Agreement

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $2,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

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Additional Insured Status
The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85, or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms, if later revisions used).

Primary Coverage
For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business **in** the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies
If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at

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least eighteen (18) months after completion of the contract of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the COL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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CITY OF PIEDMONT

CALIFORNIA

Municipal Business Tax

License #: **BUS-009579**

Expiration Date: 12/27/2024

Issue Date: 12/27/2023

Business Name: CLIENTFIRST TECHNOLOGY CONSULTING

Location: 980 MONTECITO DRIVE
CORONA, CA 92879

Business Owner: DAVID KROUT
980 MONTECITO DRIVE
CORONA, CA 92879

State Contractor License #:

Business Type: SPECIAL TRADE CONTRACTOR

Workers Compensation Carrier

Workers Compensation Policy #:

Workers Compensation Expiration:

This licensee has paid to the City of Piedmont the business tax required by the City Code and is herby authorized to conduct business in the City of Piedmont. This license must be conspicuously posted at any fixed place of business. All other licensees must carry this license with them while conducting business in the City of Piedmont.

Tax Amount:	$100.00	Amount Paid:	$107.42
State Disability Fee:	$4.00		

City Clerk

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowermaster & Associates 10805 Holder St Ste 350 Cypress CA 90630	**CONTACT NAME:** Sandra Perez **PHONE (A/C, No, Ext):** 714-733-6217 **FAX (A/C, No):** **E-MAIL ADDRESS:** sperez@bowermaster.com
INSURED CLIECON-01 ClientFirst Consulting Group, LLC 980 Montecito Drive, Ste 209 Corona CA 92879	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Citizens Insurance Company of America — 31534 **INSURER B :** Allmerica Financial Benefit Insurance Co — 41840 **INSURER C :** Philadelphia Indemnity Insurance — 18058 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 72205139 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	OB3A915118	4/16/2023	4/16/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			OB3A915118	4/16/2023	4/16/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		W23A883062	4/16/2023	4/16/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Technology E&O Incl Cyber			PHPK2533875	3/31/2023	3/31/2024	Per Claim/Aggregate Deductible	2,000,000 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Piedmont, its Council Members, directors, officers, agents and employees are Additional Insured as respects to General Liability; coverage is Primary, and Waiver of Subrogation applies per attached forms. 30-day notice of cancellation is provided per policy provisions.

CERTIFICATE HOLDER

City of Piedmont
120 Vista Avenue
Piedmont CA 94611
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSUREDS WHEN REQUIRED BY CONTRACT (PRIMARY AND NON-CONTRIBUTORY)

This endorsement modifies and is subject to the insurance provided under the following:

TECHNOLOGY ERRORS AND OMISSIONS COVERAGE FORM

The following is added to **SECTION II – Definitions FF you, your, insured mean**:

Any entity you are required by written contract to include as an insured for liability of such entity for an Insured's "wrongful incident" during the rendering of "Technology Professional Services" shall be insured under this Policy but solely to the extent that a "claim" is made against it for a "wrongful incident" of an Insured, and only so long as the written contract is entered into before such "wrongful incident" occurs. Any coverage afforded by this Section is subject always to all of the Policy's terms and conditions, provided however there:

1. There shall be no coverage afforded to such entity for its "wrongful incident"; and
2. Nothing herein shall serve to confer any rights or duties to such entity under this Policy, other than as provided in this Section.

THIS INSURANCE IS PRIMARY, WITH ANY INSURANCE OR SELF-INSURANCE PROGRAM MAINTAINED BY THE NAME OF PERSON OR ORGANIZATION DESCRIBED ABOVE BEING NON-CONTRIBUTING EXCEPTING LOSS RESULTING FROM THE SOLE NEGLIGENCE OF THE NAME OF PERSON OR ORGANIZATION DESCRIBED IN THE ABOVE.

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The Hanover Insurance Group

OB3 A915118 1001136

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	$50,000 Aggregate	5
Product Recall Deductible	$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

(1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

 Includes copyrighted materials of Insurance Services Offices, Inc., with its permission.

c. This provision does not apply:

(1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".

(2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(3) To any lessor of equipment:

(a) After the equipment lease expires; or

(b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.

(4) To any:

(a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or

(b) Managers or lessors of premises if:

(i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or

(ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

(5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.

d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

b. The insurance afforded to such vendor described above:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;

(3) Will not be broader than coverage provided to any other insured; and

(4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto

c. With respect to insurance afforded to such vendors, the following additional exclusions apply:

The insurance afforded to the vendor does not apply to:

(1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

(2) Any express warranty unauthorized by you;

(3) Any physical or chemical change in the product made intentionally by the vendor;

(4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;

(5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;

(6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(a) The exceptions contained within the exclusion in subparagraphs **(4)** or **(6)** above; or

(b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.

(10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.

(11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph **a.;** or

2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

3. Alienated Premises

SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph **(2)** is replaced by the following:

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property**:

Paragraph **(4)** does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph **(3), (4)** and **(6)** do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

a. Worked on; or

b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics

SECTION II - LIABILITY, C. Who Is An Insured , paragraph **2.a.(1)(d)** does not apply to a nurse,

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emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury", paragraph **e.** is deleted.

b. SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury", paragraph **b.** is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions,** Definition **14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured,** paragraph **3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

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c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**:

Product Recall Expense Limits of Insurance

a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

(1) Insureds;

(2) "Covered Recalls" initiated; or

(3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the $500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit**:

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

(1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

(2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

e. For the purpoess of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

a. Necessary and reasonable expenses for:

(1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

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(2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;

(3) Remuneration paid to your regular "employees" for necessary overtime;

(4) Hiring additional persons, other than your regular "employees";

(5) Expenses incurred by "employees" including transportation and accommodations;

(6) Expenses to rent additional warehouse or storage space;

(7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,

you incur exclusively for the purpose of recalling "your product"; and

b. Your lost profit resulting from such "covered recall".

f. This Product Recall Expense Coverage does not apply:

(1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or

(2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

8. Unintentional Failure to Disclose Hazards

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

Representations

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

9. Unintentional Failure to Notify

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

insured's rights against all those other insurers.

c. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

d. We will share the remaining loss, if any, with any other insurance that is not described in this provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage.

e. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total applicable limits of insurance of all insurers.

f. When this insurance is excess, we will have no duty under Business Liability Coverage to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so; but we will be entitled to the insured's rights against all those other insurers.

I. Premiums

1. The first Named Insured shown in the Declarations:

a. Is responsible for the payment of all premiums; and

b. Will be the payee for any return premiums we pay.

2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:

a. Paid to us prior to the anniversary date; and

b. Determined in accordance with paragraph **2.** above.

Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.

4. Undeclared exposures or change in your business operation, acquisition or use of locations may occur during the policy period that is not shown in the Declarations. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Premium Audit

1. This policy is subject to audit if a premium designated as an advance premium is shown in the Declarations. We will compute the final premium due when we determine your actual exposures.

2. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

3. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request.

K. Transfer of Rights of Recovery Against Others to Us

1. Applicable to **SECTION I - PROPERTY** Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

a. Prior to a loss to your Covered Property.

b. After a loss to your Covered Property only if, at time of loss, that party is one of the following:

(1) Someone insured by this insurance;

(2) A business firm:

(a) Owned or controlled by you; or

(b) That owns or controls you; or

(3) Your tenant.

You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.

This will not restrict your insurance.

2. Applicable to **SECTION II - LIABILITY** Coverage:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against any person or organization with whom you have a written contract, permit or agreement to waive any rights of recovery against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

This condition does not apply to Medical Expenses Coverage.

L. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured. If you die, your rights and duties will be transferred to your legal representative but only while that legal representative is acting within the scope of their duties as your legal representative. Until your legal representative is appointed, anyone with proper temporary custody of your property will have your rights and duties but only with respect to that property.

EXHIBIT A

Scope of Work

1) **Fire Department**
    a. Post-implementation support for Time Keeping and Attendance Improvements
2) **Public Works, Planning, Building, Planning, City Clerk**
    a. Ongoing support for Community Development (formerly TRAKIT)
        i. Annual Fee Schedule Update
        ii. Solar Permits Integration with Community Development
3) Communications
a. Council Chambers A/V Upgrade Design Assistance
b. Website replacement RFP Assistance
4) **Police Department**
    a. Dispatch Center Relocation Project
5) **Citywide Ongoing IT Management Assistance**
    a. Procurement, Cyber Security, GIS, Telecom, IT Budgeting

EXHIBIT B
Hourly Rate Schedule & Estimated Budget

ClientFirst's professional fees and expenses are based on the scope and approach outlined in the final statement of work. Standard billing rates for these types of services reflect the levels and skill sets of the consultant(s) assigned to specific aspects of the project.

Title	Hourly Rate
Partner	$ 230
Director	$ 225
Manager	$ 215
Senior Network Engineer/GIS Manager	$ 195
Senior Consultant	$ 185
Systems Engineer	$ 185
IT/Technology Consultant	$ 175

Project	Estimated Cost	Notes
Fire Department Time & Attendance Interface and Implementation Project Management	$7,500	Post-implementation support
General ComDev System Administration	$72,000	Ongoing support for ComDev (formerly TRAKiT)
Solar Permits Assistance	$7,000	Integration with ComDev
ComDev Fee Schedule Update	$6,000	Annual fee schedule changes
IT Support RFP and Vendor Selection	$10,000	Procure IT Support firm
IT Management Assist	$60,000	Ongoing IT strategy, management assistance (vCIO)
GIS Assistance	$30,000	Ongoing assistance with GIS tasks, parcel maintenance, GIS for PD
GIS Mapping - Fire Department	$5,000	Monthly updates from County & Mutual Aid Boundary Improvements
Website Replacement RPF and Vendor Selection	$10,000	
Council Chambers A/V Assistance	$20,000	
Incident Response and Disaster Recovery Tabletop Exercises	$10,000	
Dispatch Move Oversight	$5,000	Provide oversight for the upcoming dispatch move
TOTAL ESTIMATED BUDGET	**$242,500**	

CLIENTFIRST TECHNOLOGY CONSULTING

City of Piedmont ClientFirst Projects - FYE26

Project	Estimated Cost	Notes
Fire Department Time & Attendance Interface and Implementation Project Management	$ 7,500	Contingency for post-implementation assistance
General ComDev System Administration	$ 72,000	Ongoing support.
ComDev Fee Schedule Update	$ 6,000	Annual
Solar Permits Assistance	$ 7,000	Integration with ComDev
IT Management Assist	$ 60,000	vCIO, IT Strategy, IT priorities, contract management
IT Support RFP and Vendor Selection	$ 10,000	
Website Replacement RFP and Vendor Selection	$ 15,000	Assist Communications with RFP to improve website
Council Chambers A/V Assistance	$ 20,000	Ongoing assistance with Council Chambers A/V remodel
GIS Assistance	$ 25,000	Ongoing assistance with GIS tasks, maintain parcels, GIS for PD
GIS Mapping - Fire Department	$ 5,000	Monthly updates from County & Mutual Aid Boundary Improvements
Incident Response & Disaster Recovery TableTop Exercises	$ 10,000	From Cybersecurity Insurance Assessment
Dispatch Move Oversight	$ 5,000	
ClientFirst Services	**$ 242,500**	