

ITEM 9.G.

MOORPARK CITY COUNCIL AGENDA REPORT

TO: Honorable City Council

FROM: Deborah S. Traffenstedt, Administrative Services Director/City Clerk *DST*
Teri Davis, Senior Management Analyst *TD*

DATE: May 28, 2009 (CC Meeting of 6/3/09)

SUBJECT: Consider Professional Services Agreement with Records System Associates, Inc. (RSA) for a Records Improvement Program, Including Records Retention Schedule

BACKGROUND & DISCUSSION

The City Council, on July 2, 2008, approved the City's Mission Statement, Priorities, Goals, and Objectives for Fiscal Year (FY) 2008/09 (Objectives). Item VI.A.6 of the Objectives (Update the City's Record Retention Schedule to conform to federal and state law and prepare for increased destruction of paper records), is identified as a staff effort to be accomplished within 0-2 years. At the City Council's meeting on May 20, 2009, the Council reviewed draft revised goals and objectives for FY 2009/10, which included a proposed revision to the retention schedule objective as follows: Develop a unified filing system of all City files, an updated electronic records retention schedule that conforms to federal and state law, and acquire the software to achieve an electronic identifier and retention code system for all files.

Staff has been researching opportunities for updating the City's central filing system and records retention schedule over the last several years. One key staff objective was to find a consultant with experience developing a unified filing system and electronic records retention schedule for cities that would link the file name to the retention period and permit a unique bar code or other similar file identification system to be used for check-in and check-out of files.

RSA was found to have this experience, their references were checked, and a proposal was subsequently requested. After the initial proposal was received last fall, staff worked with RSA to refine the proposal to better meet the City's needs. A revised RSA Action Plan and Proposal dated May 27, 2009, was subsequently received and is included with the attached draft professional services agreement. The Action Plan and Proposal provides background information on the amount of money that can be saved by improving record tracking and retrieval time and reducing misfiled and lost records. Having an updated

records retention schedule also allows staff to move forward with destruction of records that are currently requiring monthly offsite storage costs.

The RSA Action Plan and Proposal identifies a staged program for improving record keeping practices in the City, including:

- Identify all records series (types) and organize into filing index
- Create retention guidelines based on legal requirements along with operational requirements and business activities
- Dispose of obsolete records in accordance with approved retention schedule
- Develop a comprehensive, uniform filing system based on the functional filing index.
- Introduce computer and bar-code assisted creation and tracking of records
- Introduce on-demand, color-coded, and bar-coded labels for records
- Consolidate less active records in a secure storage location
- Identify and protect vital records as part of the City's disaster preparedness plan

Only Phase 1, Central Files and Administrative Services Electronic Records Management Software (ERMS) System and Retention Program is proposed to be contracted for at this time. Implementation of Phase 1 includes selection of the appropriate ERMS software, development of a model Records Management Policy (to be approved by the City Council), review of the current Central Files and Administrative Services Department files to determine retention periods (and recommendations for file destruction), development of a model "UFIRST" index (comprehensive filing system for the City and classification of existing Central File and Department records into that Index), development of an electronic records retention schedule in compliance with State and federal laws, selection of file labeling software, and training on use of the ERMS and labeling software.

While the costs for five separate phases are included in the attached Action Plan and Proposal for a total of \$84,920.73, staff is only recommending moving forward with Phase 1 at this time for an estimated cost of \$52,884.48. The Phase 1 cost includes the estimated purchase price, approximately \$12,000, for two computer software programs and licenses (ERMS software/ 5 licenses and file labeling software/3 licenses). Also included in the cost of Phase 1 is an estimate of travel expenses to which reference is made in the Proposal. These travel expenses will have maximum not-to-exceed amounts called out in the Agreement. Upon completion of Phase 1, a determination can be made on contracting for completion of the other four phases described in the Action Plan and Proposal, and a subsequent agreement and budget allocation(s) would be required.

Staff is recommending that the City Council authorize the City Manager to approve the agreement, and a resolution would be scheduled for adoption at the July 1 regular meeting to amend the FY 2009/10 Budget to appropriate funds from the General Fund Reserve for Phase 1.

FISCAL IMPACT

The cost to the City for Phase 1 is estimated to be \$52,884.48. Funds are not currently budgeted for this purpose. Staff recommends use of the General Fund Reserve for funding Phase 1.

STAFF RECOMMENDATION

1. Authorize the City Manager to sign the Professional Services Agreement with RSA, subject to final language approval by the City Manager and City Attorney; and
2. Direct staff to schedule a budget amendment resolution for the July 1, 2009, meeting to incorporate \$53,000 from the General Fund Reserve to fund Phase 1.

Attachment: A – Professional Services Agreement and Action Plan and Proposal

AGREEMENT BETWEEN THE CITY OF MOORPARK
AND RECORDS SYSTEMS ASSOCIATES, INC.,
FOR PHASE 1 OF A RECORDS
IMPROVEMENT PROGRAM

THIS AGREEMENT, is made and effective as of the ____ day of _____, 2009, between the City of Moorpark, a municipal Corporation ("City") and Records System Associates, Inc., a corporation ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

WHEREAS, City has the need to develop a unified filing system of all City files, an updated electronic records retention schedule that conforms to federal and state law, and acquire software to achieve an electronic identifier and retention code system for all files; and

WHEREAS, Consultant specializes in providing such services and has the proper work experience, certifications and background to carry out the duties involved; and

WHEREAS, Consultant has submitted to City a Proposal dated May 27, 2009, which is attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and premises herein stated, the parties hereto agree as follows:

1. TERM

The term of the Agreement shall be from the date of execution to completion of the work identified in the Scope of Services and in conformance with Phase 1 of Proposal, unless this Agreement is terminated or suspended pursuant to Article 6 herein.

2. SCOPE OF SERVICES

City does hereby retain Consultant, as an independent contractor, in a contractual capacity to provide Scope of Services described as Phase 1, as set forth in Exhibit A. Consultant's Proposal, dated May 27, 2009, which exhibit is attached hereto and incorporated herein by this reference as though set forth in full and hereinafter referred to as the "Proposal." Where said Scope of Services is modified by this Agreement, or in the event there is a conflict between the provisions of said Scope of Services and this Agreement, the language contained in this Agreement shall take precedence.

Consultant shall perform the tasks described and set forth in Exhibit A, Phase 1, attached hereto and incorporated herein by this reference as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A, Phase 1.

Compensation for the services to be performed by Consultant shall be in accordance with Exhibit A, Phase 1, as though set forth in full. Compensation shall not exceed the rates or total contract value of \$52,884.48 (Fifty-two thousand, eight hundred eighty-four dollars and forty-eight cents) as stated in Exhibit A, without the written authorization of the City Manager of the City of Moorpark. Payment by City to Consultant shall be in accordance with the provisions of Article 5 of this Agreement.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best ability, experience, standard of care, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

The individual directly responsible for Consultant's overall performance of the Agreement provisions herein above set forth and to serve as principal liaison between City and Consultant shall be Bruce G. Meier, and no other individual may be substituted without the prior written approval of the City Manager.

The City's contact person in charge of administration of this Agreement, and to serve as principal liaison between Consultant and City, shall be the City Clerk.

5. PAYMENT

Taxpayer ID or Social Security numbers must be provided, on an IRS 1099 form, before payments may be made to vendors.

The City agrees to pay Consultant upon completion of certain tasks, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, Phase 1, based upon actual time spent on the above tasks. This amount shall not exceed \$52,884.48 (Fifty-two thousand, eight hundred eighty-four dollars and forty-eight cents) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given to Consultant for the performance of said services. The City Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement.

Consultant will submit invoices for actual services as they are performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. Any expense or reimbursable cost appearing on any invoice shall be accompanied by a receipt. If the City disputes any of Consultant's fees or expenses it shall give written notice to Consultant within (30) days of receipt of any disputed fees set forth on the invoice.

6. TERMINATION OR SUSPENSION WITHOUT CAUSE

The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

The Consultant may terminate this Agreement only by providing City with written notice no less than thirty (30) days in advance of such termination. In the event of such termination or suspension, Consultant shall be compensated for such services up to the date of termination or suspension. Such compensation for work in progress shall be prorated as to the percentage of progress completed at the date of termination or suspension.

In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Article 5 herein.

7. DEFAULT OF CONSULTANT

The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have fifteen days (15) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice

and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Notification of audit shall be provided at least thirty (30) days before any such audit is conducted. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

9. INDEMNIFICATION AND HOLD HARMLESS

Consultant shall indemnify, defend (with counsel reasonably acceptable to City) and hold harmless City, and any and all of its employees, officials and agents ("the Indemnitees") from and against any liability (including liability for claims, 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), where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence, willful misconduct, errors or omissions, or performance of this Agreement by Consultant or by any individual, or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, except such damage as is caused by negligence of the City of any of its officers, employees, servants, project coordinators or agents.

Indemnification Provisions from Subcontractors. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section from each and every subconsultant, or any other person or entity involved by, for, with, or on behalf of Consultant in the performance of this Agreement. In the event

Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this Section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this Section.

City does not and shall not waive any rights that it may have against Consultant by reason of this Section, because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions shall apply regardless of whether or not said insurance policies are determined to be applicable to any losses, liabilities, damages, costs and expenses described in this Section.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and incorporated herein by this reference as though set forth in full.

11. INDEPENDENT CONSULTANT

Consultant is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of local, State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

13. ANTI DISCRIMINATION

Neither the Consultant, nor any subconsultant under the Consultant, shall discriminate in employment of persons upon the work because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or gender of such person, except as provided in Section 12940 of the Government Code. The Consultant shall have responsibility for compliance with this Section. [Labor Code Sec. 1735]

14. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly from Consultant, or any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

15. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Services performed under this Agreement.

16. CONFLICT OF INTEREST

Consultant covenants that neither they nor any officer or principal of their firm have any interests, nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. Consultant further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent, or subconsultant. Consultant further covenants that Consultant has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, now or within the past one (1) year, and further covenants and agrees that Consultant and/or its subconsultants shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies) owning property and/or processing an entitlement application for property in the City or its Area of Interest, while under contract with the City and for a one-year time period following termination of this Agreement.

17. NOTICE

Any notice to be given pursuant to this Agreement shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the party for whom intended as follows:

To: City Manager
City of Moorpark
799 Moorpark Avenue
Moorpark, California 93021

To: Bruce G. Meier
Records Systems Associates, Inc.
4638 Park Boulevard
Oakland, California 94602

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

18. CHANGE IN NAME

Should a change be contemplated in the name or nature of the Consultant's legal entity, the Consultant shall first notify the City in order that proper steps may be taken to have the change reflected in the Agreement Documents.

19. ASSIGNMENT

Consultant shall not assign this Agreement or any of the rights, duties or obligations hereunder. It is understood and acknowledged by the parties that Consultant is uniquely qualified to perform the services provided for in this Agreement.

20. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services in this Agreement.

21. VENUE AND GOVERNING LAW

This Agreement is made, entered into, and executed in Ventura County, California, and any action filed in any court or for arbitration for the interpretation, enforcement or other action of the terms, conditions or covenants referred to herein shall be filed in the applicable court in Ventura County, California. The City and Consultant understand and agree that the laws of the State of California shall govern

the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement.

22. COST RECOVERY

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

23. ARBITRATION

Cases involving a dispute between City and Consultant may be decided by an arbitrator if both sides agree in writing, with costs proportional to the judgment of the arbitrator.

24. ENTIRE AGREEMENT

This Agreement and the Exhibits attached hereto contain the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

25. CAPTIONS OR HEADINGS

The captions and headings of the various Articles, Paragraphs, and Exhibits of this Agreement are for convenience and identification only and shall not be deemed to limit or define the content of the respective Articles, Paragraphs, and Exhibits hereof.

26. AMENDMENTS

Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the City Manager.

27. PRECEDENCE

In the event of conflict, the requirements of this Agreement shall take precedence over those contained in the Consultant's Proposal.

28. INTERPRETATION OF AGREEMENT

Should interpretation of this Agreement, or any portion thereof, be necessary, it is deemed that this Agreement was prepared by the parties jointly and equally, and shall

not be interpreted against either party on the ground that the party prepared the Agreement or caused it to be prepared.

29. WAIVER

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

30. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of obligations hereunder.

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

CITY OF MOORPARK

RECORDS SYSTEMS ASSOCIATES

By: _____
Steven Kueny
City Manager

By: _____
Bruce G. Meier
Executive Vice President

Attest:

Deborah S. Traffenstedt, City Clerk

Date: _____

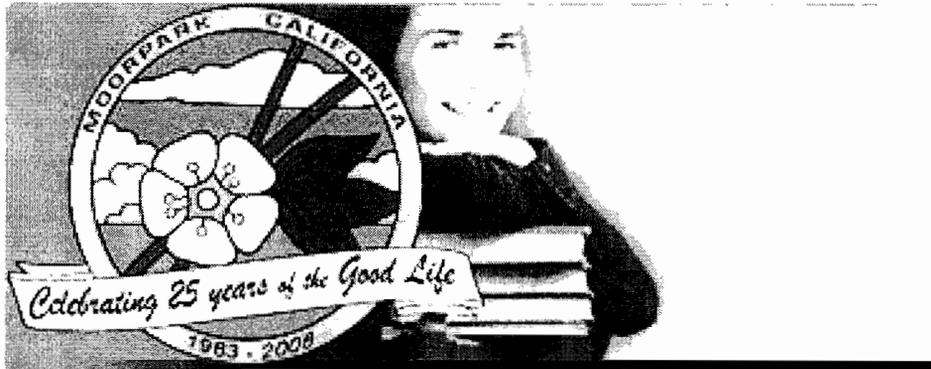
Exhibit A

Records Improvement Program

Action Plan and Proposals

for the

City of Moorpark, California



May 27, 2009

Records Systems Associates, Inc.

A Corporation of Information Resource Management Consultants and Specialists

Oakland Branch

4638 Park Boulevard

Oakland, California 94602

Office: 510-530-6033

Fax: 810-592-6033

Prepared and submitted by:

Bruce G. Meier, CRM
Executive Vice President

This survey was developed for and submitted to The City of Moorpark, and it contains proprietary information of Records Systems Associates, Inc. These proprietary methods and information must not be made available or transferred in any form whatsoever to any person or organization outside of The City of Moorpark or its agents. By accepting and/or maintaining a copy of this report, all parties mentioned above agree to this statement.

TABLE OF CONTENTS

	Page
• Executive Summary	2
• Survey Observations	5
• Proposed Records Improvement Strategy	7
• RSA Firm Profile	8
• Proposal for Stage 1 – Records Retention Program	9
○ Phase 1 – Central Files & Admin. Services ERMS and Retention	9
○ Phase 2 – Finance Retention	12
○ Phase 3 – Comm. Dev., Engineering & Public Works Retention	14
○ Phase 4 – Community Services Retention	16
○ Phase 5 – City Manager Divisions & RDA Retention	18
○ RSA Terms & Disclaimer	20
○ Client Approval & Acceptance	21

EXECUTIVE SUMMARY

Introduction

The objective of this report is to inform the executive management team at The City of Moorpark (City) of the considerable record keeping challenge within the City's administrative offices, and address cost and efficiency improvements for designated City departments.

In December of 2008, a survey of the City's facilities and record keeping practices was performed by Bruce G Meier, Certified Records Manager and Executive Vice President of Records Systems Associates, Inc. (RSA).

The results of the survey, recommendations and cost estimates for improving the City's records management practices are included in this report.

Record Keeping - A Mission Critical Challenge for the City

- Creating, maintaining and referencing of City records are such pervasive activities that their effective management is a key element in reducing administrative costs.
- The City's business activities remain highly paper-intensive.
- Processing and storing of a large and growing volume of active and less active paper records presents a constant and critical challenge to the City's staff.
- The potential for Public Records Requests necessitates efficient management of paper stored in City departments.
- Conservative estimates backed by independent observation¹ over a period of six years show that:
 - The volume of paper documents at the City increases 22% per year.
 - Without effective controls this volume will more than double in the next 3 years.
 - The average office spends \$20 in labor filing or finding a document.
 - 7.5% of all documents are considered lost, and 3% of the remainder are misfiled.
 - One misfiled record costs an estimated \$120 to relocate.
 - One lost document costs an estimated \$250 to recreate.

Recommendations

The goal of a comprehensive records management program is to control the creation, acquisition, processing, maintenance, storage and final disposition of all recorded information, regardless of form or media, handled during normal business practices.

A comprehensive program should eventually include all offices within the City, and must have the full support of the administrative team as well as that of executive management. Implementation of such a program would result in significant savings through:

- Safe, highly efficient storage and retention of all records in accordance with Federal, State and Local regulations.
- Rapid access to all active, semi-active and inactive records stored in offices or off-site facilities.
- Immediate reduction of misfiled and lost information.
- Cost effective use of prime office and storage space.
- Timely disposal of obsolete records through approved retention schedules.
- Protection of vital records from natural or man-made disasters.

¹ Source: Coopers & Lybrand, 1999

A full Records Improvement Program should be implemented in several stages as presented here:

1. Less active and reference records storage review and inventory.
2. Active files management with a uniform filing system and electronic tracking software.
3. Records retention management with approved retention periods and schedules.
4. Electronic document management systems and alternative storage media.
5. A Vital Records Protection and Disaster Recovery Program.

Project costs for implementation of a Records Retention Program in City departments are included below. RSA will provide detailed proposals for the remaining segments separately upon request.

Stage 1 - RSA Fees and Implementation Cost Estimates

- Phase 1 – Central Files & Administrative Services ERMS & Retention Program:
 RSA Professional Fees and Labor: \$ 32,250.00
 Software (estimate): \$ 12,211.73
 Supplies (estimate): \$ 757.75
 RSA Travel Expenses (estimate): \$ 7,665.00
Total: \$ 52,884.48

- Phase 2 – Finance Retention Program:
 RSA Professional Fees and Labor: \$ 5,600.00
 Supplies (estimate): \$ 108.25
 RSA Travel Expenses (estimate): \$ 885.00
Total: \$ 6,593.25

- Phase 3 – Community Development, Engineering & Public Works Retention Program:
 RSA Professional Fees and Labor: \$ 9,800.00
 Supplies (estimate): \$ 216.50
 RSA Travel Expenses (estimate): \$ 1,212.50
Total: \$ 11,229.00

- Phase 4 – Community Services Retention Program:
 RSA Professional Fees and Labor: \$ 6,300.00
 Supplies (estimate): \$ 108.25
 RSA Travel Expenses (estimate): \$ 1,048.75
Total: \$ 7,457.00

- Phase 5 – City Manager Divisions and RDA Retention Program:
 RSA Professional Fees and Labor: \$ 5,600.00
 Supplies (estimate): \$ 108.25
 RSA Travel Expenses (estimate): \$ 1,048.75
Total: \$ 6,757.00

Stage 1 Total Costs:

RSA Professional Fees and Labor:	\$ 59,550.00
Software (estimate):	\$ 12,211.73
Supplies (estimate):	\$ 1,299.00
RSA Travel Expenses (estimate):	\$ 11,860.00
Total:	\$ 84,920.73

Software cost estimates are provided for budgeting purposes. Several options for electronic records management software systems are available, and will be discussed with the City Clerk at project initiation.

RSA Professional Fees & Labor include all costs for system development and labor for program implementation. All travel expenses are billed on a per diem basis.

Implementation may begin at a mutually convenient date, following receipt by RSA of a contract (of which this proposal becomes an integral part), purchase order, or the signed approval and acceptance of a remittance copy of this proposal.

See Terms and Disclaimer sections at the end of this proposal for additional software, supply and travel expense estimate information, and for RSA service and professional fee payment details.

OBSERVATIONS

Record Holdings

With assistance from Administrative Services, and City management and staff, RSA performed a survey of centralized and decentralized filing systems within each department. Unless determined critical to department operations, staff and management office record holdings are not included in this report.

The City maintains approximately 36,916 linear filing inches, or 101,518 pounds (51 tons), of records in filing systems within the administrative offices and outlying buildings.

Records are housed in 2, 3, 4 and 5 drawer pedestal-style cabinets, in 2, 3, 4, 5 and 6 drawer lateral cabinets, in flat and hanging plan storage units, in storage boxes of varying sizes, on bookshelves, and in loose volumes in offices.

Vertical storage space above five feet is occasionally used in filing systems, mostly for binders and office supplies.

Holdings by department or storage area are as follows:

<u>Area/Department</u>	<u>Linear Filing Inches</u>	<u>Pounds of Records</u>	<u>Estimated File Count</u>
City Clerk Administration	2,857	7,857	5,101
City Clerk Vault	2,820	7,755	6,148
Community Development	8,408	23,122	20,308*
Engineering	5,725	15,744	4,141*
Finance	4,481	12,323	7,061*
Human Resources	572	1,573	924*
Parks, Recreation & Community Services	4,386	12,060	9,948*
Public Works	4,626	12,722	4,770*
Redevelopment & Housing	3,041	8,363	4,552*

*Average file quantities for these departments are estimates based on RSA experience and not averaged file counts.

Filing & Storage Systems

Each department maintains, and is responsible for, their own unique filing system. Systems are either centralized, or decentralized with satellite operational documents stored in workstations.

No unified, structured index for classifying or retrieving records exists and there are no noticeable standards for filing methods.

All departments maintain substantial quantities of inactive and obsolete records within active filing systems. These holdings significantly reduce filing efficiency and waste space in equipment.

Documents are stored in either top-tab or side-tab file folders with typed or handwritten reference labels. There are no standards for file folders or labeling supplies.

A loose, folder-based color-coding system is used in the Redevelopment & Housing Department to identify projects and record series. Remaining departments do not utilize color-coding.

Filing system attributes by department are as follows:

<u>Area/Department</u>	<u>Structured System</u>	<u>Inventory Listing</u>	<u>Color Coding</u>	<u>Inactive Estimates</u>
City Clerk Administration	Semi	Partly	No	±75%
City Clerk Vault	Semi	Partly	No	±35%
Community Development	No	No	No	±50%
Engineering	No	No	No	±70%
Finance	No	No	No	±50%
Human Resources	No	No	No	±15%
Parks, Recreation & Community Svcs.	No	No	No	±50%
Public Works	No	No	No	±40%
Redevelopment & Housing	Semi	No	Folders	±35%

Administrative Cost Estimates

Based upon the industry standards mentioned in the Executive Summary, the City incurs the following annual administrative costs for record maintenance in designated filing systems:

1,889 misfiled records:	\$ 226,633
4,722 lost records:	<u>\$ 1,180,380</u>
	\$ 1,407,013 annually

Implementation of a structured RIM program will virtually eliminate these costs by improving record tracking and retrieval time, and drastically reducing misfiled and lost records. Based on these figures, the City's return on investment for implementation of a Records Improvement Program in the City's administrative offices could occur within 1 year of program completion.

PROPOSED RECORDS IMPROVEMENT STRATEGY

Goals & Objectives

- Manage recorded information at the City from its creation, through active use and management, to final disposition.
- Reduce administrative expenses and increase staff productivity by streamlining and standardizing record keeping methods, procedures, supplies and equipment.
- Allow creation, tracking and management of documents and files across City departments through a cost-effective, user-friendly software system.
- Utilize the City's current Electronic Document Management Software system to track electronic documents and manage images of critical and long-term documents.
- Improve access to City records to respond to potential Public Records Requests.
- Identify and protect records vital to the City's continuity in disaster recovery.

Proposed Action Plan

RSA will introduce pragmatic, carefully measured changes to improve record keeping practices throughout the City:

- Identify all records series (types of records) maintained in City departments and organize series into a structured, functional filing index.
- Create retention guidelines based on governmental and regulatory body legal requirements, and on operational requirements and business activities.
- Dispose of obsolete records in accordance with approved retention schedules.
- Develop a comprehensive, uniform filing system based on the functional filing index.
- Introduce computer and bar-code assisted creation and tracking of file folders and boxes to allow access to non-confidential documents across departments.
- Introduce on-demand, color-coded and bar-coded label printing and folder generation for active records.
- Consolidate all less active records in a secure, centrally managed storage location at or near the City.
- Identify and protect vital records as part of a City disaster recovery plan.

Approach

RSA recommends that the City implement a structured program in several stages.

- Stage 1 - Records Retention Program
- Stage 2 - Active Filing System
- Stage 3 - Inactive Records Storage System
- Stage 4 - Electronic Document Management System
- Stage 5 - Vital Records Protection & Disaster Recovery System

RSA will implement Stage 1 using a phased approach. RSA recommends that departments be integrated into the stage in the order presented within the following proposal due to several factors, including:

- Volume of records maintained.
- Importance of City function and documents produced.
- Estimated quantities of inactive and obsolete records.
- Feedback from end-users within the departments.

The City may designate alternate City departments for integration to maximize budgets and/or other City goals and objectives. Proposal figures account for RSA professional fees, labor and travel expenses, and any software, supplies, and/or equipment for stage implementation. Detailed proposals for subsequent stages will be submitted upon request.

FIRM PROFILE

RSA provides a unique combination of expertise, experience, outstanding facilities and specialized services on the West Coast.

Founded in 1973, RSA offers the experience of three nationally accredited, certified records management specialists with a combined experience of 100+ years in this specialized field.

Mission

- RSA is a dynamic, full service records and information management company, dedicated to providing business communities throughout the West Coast with the latest advancements in the management of paper-based and electronic information.
- RSA integrates, under one corporate umbrella, all aspects of document and information management services.
- RSA provides consistently reliable, high quality services by experienced, nationally certified professionals.

Services

RSA provides a full range of records and information management products and services to clients in the public and private sectors, including:

- Inactive Record Management Solutions
 - On-site Inactive Record Storage Facility Design
 - Off-site Storage Vendor Evaluation/Feasibility Studies
- Active Records Management Solutions
 - Record/Document Indexing and Inventory
 - Color Coded File Conversion & Storage Systems
 - Bar-coded File Tracking Systems
 - High Density Document Storage Solutions
- Record Retention Management
 - Research and Schedule Development
 - Index Research and Design
 - Training and Maintenance Programs
 - Vital Records Protection/Disaster Recovery Evaluation
- Electronic Document Management Systems
 - Electronic Records Management Software Systems
 - Electronic Document Management Software Systems
 - Document Scanning & Imaging Solutions
- RFP/RFQ Development
- Hourly/Daily Consultation Services

Services are based on a one-stop approach to assisting clients with all their information and document management needs.

Keys to Success

- RSA is the longest continually operating records and information management services firm on the West Coast and has made a firm commitment to excellence in customer service.
- RSA is managed by nationally accredited records management professionals. It is therefore able to offer a line of fully integrated records and information management services.
- RSA has designed and implemented full and partial Records Improvement Programs for over 60 California local government agencies, and for numerous clients in private industry.

PROPOSAL FOR STAGE 1 – RECORDS RETENTION PROGRAM

This proposal presents project tasks and time estimates for the design and implementation of a Records Retention Program in designated City departments. Implementation of this program, in total, will provide a highly efficient indexing and disposition system for designated records.

RSA recommends that phases be implemented in the order presented. The City may choose to implement Phases 2 through 4 in an order that best fits budgetary constraints and/or business priority.

Phase 1 – Central Files & Administrative Services ERMS System and Retention Program

Implementation of this phase provides an Electronic Records Management Software (ERMS) solution for the City Clerk, Human Resources and Information Technology offices (Departments).

Inventory reports provided by the Departments establish the core of a structured active filing system, as these are essential to developing the Uniform Functional Index of Records Series Terminology® (UFIRST®) and classifying records.

The UFIRST® index is then used to develop suggested retention schedules including Department operational requirements, and governmental and regulatory agency mandated periods. Actual disposition of records is the responsibility of the departments.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Project Tasks

1. Arrange ERMS demonstrations and evaluate systems with project team.
2. Recommend “best fit” ERMS solution to project team.
3. Coordinate software installation with the City’s Information Services department.
4. Develop and submit a model Records Management Policy, review and modify as necessary.
5. Review Human Resources and Information Technologies records series (types of files) listings.
6. Review City Clerk’s file inventory structure and modify, as needed, to facilitate importing into software.
7. Physically review active City Clerk’s Administrative files to determine most recent activity dates; assign activity dates to current file listings.
8. Physically review active City Clerk’s Vault files to determine most recent activity dates; assign activity dates to current file listings.
9. Coordinate importing of City Clerk’s file inventory into ERMS system.
10. Print inventory reports and review with the City Clerk and staff.
11. Develop a model UFIRST® Index.
12. Classify designated active records into and refine the UFIRST® Index.
13. Train designated staff in index maintenance and file creation in ERMS software.
14. Review the City’s current retention schedule structure and format.
15. Research governmental and regulatory body required retention periods for each record series designated in the UFIRST® Index.
16. Develop retention schedules by record function.
17. Integrate the Department’s business/operational retention requirements into schedules.
18. Review and approve retention schedules with department management.
19. Submit retention schedules to the City Clerk for review and approvals.
20. Design Records Management Manual with maintenance procedures.
21. Train department staff on disposition methods and terminology.

RSA requires administrator level access to the City's network for software installation and configuration, importing file listings, completing the inventory, and report creation and printing.

This phase relies on some assistance by Department staff to review inventory lists, to classify records into the UFIRST® index, and to review suggested retention periods. Availability of Department staff is essential to project completion within the RSA estimated project duration.

Analysis of each record series for the retention schedules will determine the following properties:

- Common nomenclature (Record Series Title)
- Office of Record
- Description of documents/information contained in series (Record Series Content)
- Administrative retention requirement/authority
- Importance (Vital, Confidential, Historical), as needed

Software cost estimates include:

- 5 concurrent, web-based licenses of Triadd Software Gain 2000 ERMS software
- 3 concurrent, networked licenses of Smead ColorBar Print Only labeling software
- 1 year software maintenance for each software system
- Installation
- Tax estimates

Software cost estimates are provided for budgeting purposes. Several options for electronic records management software systems are available, and will be discussed with the City Clerk and the project team during phase implementation.

Detailed proposals for ERMS software will be provided by the software developers.

Supply cost estimates include:

- Miscellaneous project supplies
- Tax and shipping estimates

Costs and Payment Schedule

RSA Professional Fees and Labor*:	\$ 32,250.00
Software (estimate):	\$ 12,211.73
Supplies (estimate):	\$ 757.75
RSA Travel Expenses (estimate)**:	\$ 7,665.00
Total:	\$ 52,884.48

* Invoices for RSA Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$8,062.50 upon completion of Task 4
- Progress payment 2: \$8,062.50 upon completion of Task 7
- Progress payment 3: \$8,062.50 upon completion of Task 16
- Progress payment 4: \$8,062.50 upon phase completion

** Travel expenses are billed on a per diem base price of \$ 346.67 for RSA consultants.

See Terms and Disclaimer sections of this proposal for RSA service and professional fee payment details.

Project Results

Implementation of this phase will provide the City with:

- A Records Management Policy covering all recorded information in City offices.
- An expandable Records Management Software system for identifying, tracking, searching and retrieving the Department's records.
- A comprehensive, expandable index of Department records series.
- Retention period suggestions for each record series based on current regulations, legal citations, industry recommendations and Department operational requirements.
- Procedures and manuals for program maintenance.
- Department management and staff trained in program maintenance.

Duration

Depending upon Department staff availability and current RSA client obligations, this phase can be completed in approximately 18 to 22 weeks after initiation.

Phase 2 – Finance Retention Program

In this phase, RSA will develop a structured Records Retention Program to guide the Finance Department (Department) in records maintenance and disposition. Suggested retention periods include department business and operational requirements, and governmental and regulatory agency mandated requirements. Actual disposition of records is the responsibility of the Department.

This program relies on some assistance by City staff to review and approve record series and operational retention needs. Availability of City staff is essential to project completion within the RSA estimated project duration.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Project Tasks:

1. Designate departmental Records Coordinator(s).
2. Review the City's currently adopted retention schedule structure and format.
3. Interview Records Coordinator(s) to determine Department record series holdings and properties.
4. Integrate Department records series into the UFIRST® Index.
5. Review record series listing with Records Coordinator(s), refine as needed.
6. Research governmental and regulatory body required retention periods.
7. Develop retention schedules by record function.
8. Integrate the Department's business/operational retention requirements into schedules.
9. Review and approve retention schedule(s) with Department management.
10. Submit retention schedule(s) to the City Clerk for review and final approvals.
11. Design Records Management Manual with maintenance procedures.
12. Train Department staff on disposition methods and terminology.

To create contact points for each department, management must designate a key staff member as the Records Coordinator. The Records Coordinator(s) should be intimately familiar with records within their department or division.

A series of interviews with the Records Coordinator(s) will determine record series maintained in the designated departments. Initial interviews may last between 1.5 and 2 hours each, with follow-up interviews for index review and approval.

Analysis of each record series will determine the following properties:

- Common nomenclature (Record Series Title)
- Office of Record
- Description of documents/information contained in series (Record Series Content)
- Administrative retention requirement/authority
- Importance (Vital, Confidential, Historical), as needed

This program relies on designated department staff availability. To facilitate rapid implementation, RSA will coordinate meeting dates with the City's Records Manager or her designee, and combine meetings with the Records Coordinator(s) when possible.

Costs and Payment Schedule

RSA Professional Fees and Labor*:	\$ 5,600.00
Supplies (estimate):	\$ 108.25
RSA Travel Expenses (estimate)**:	\$ 885.00
Total:	\$ 6,593.25

* Invoices for RSA Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$2,800.00 at project initiation

Progress payment 2: \$2,800.00 upon project completion

** Travel expenses are billed on a per diem base cost of \$ 346.67 for RSA consultants.

See Terms and Disclaimer sections of this proposal for RSA service and professional fee payment details.

Project Results

Implementation of this program will provide the City with:

- A structured, uniform index of records series maintained in designated departments.
- Retention period suggestions for each record series, based on current regulations, legal citations and industry recommendations.
- Approved retention periods for departmental business and operations requirements.
- Procedures and manuals for program maintenance.
- Designated management and staff trained in program maintenance.

Duration

Depending upon City staff availability and other RSA client commitments, this phase can be completed in approximately 5 to 8 weeks after initiation.

Phase 3 – Community Development, Engineering & Public Works Records Retention Program

In this phase, RSA will develop a structured Records Retention Program to guide the Community Development, Engineering & Public Works departments (Departments) in records maintenance and disposition. Suggested retention periods include department business and operational requirements, and governmental and regulatory agency mandated requirements. Actual disposition of records is the responsibility of the Department.

This program relies on some assistance by City staff to review and approve record series and operational retention needs. Availability of City staff is essential to project completion within the RSA estimated project duration.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Project Tasks:

1. Designate departmental Records Coordinator(s).
2. Review the City's currently adopted retention schedule structure and format.
3. Interview Records Coordinator(s) to determine Department record series holdings and properties.
4. Integrate Department records series into the UFIRST® Index.
5. Review record series listing with Records Coordinator(s), refine as needed.
6. Research governmental and regulatory body required retention periods.
7. Develop retention schedules by record function.
8. Integrate the Departments' business/operational retention requirements into schedules.
9. Review and approve retention schedule(s) with Department management.
10. Submit retention schedule(s) to the City Clerk for review and final approvals.
11. Design Records Management Manual with maintenance procedures.
12. Train Department staff on disposition methods and terminology.

To create contact points for each department, management must designate a key staff member as the Records Coordinator. The Records Coordinator(s) should be intimately familiar with records within their department or division.

A series of interviews with the Records Coordinator(s) will determine record series maintained in the designated departments. Initial interviews may last between 1.5 and 2 hours each, with follow-up interviews for index review and approval.

Analysis of each record series will determine the following properties:

- Common nomenclature (Record Series Title)
- Office of Record
- Description of documents/information contained in series (Record Series Content)
- Administrative retention requirement/authority
- Importance (Vital, Confidential, Historical), as needed

This program relies on designated department staff availability. To facilitate rapid implementation, RSA will coordinate meeting dates with the City's Records Manager or her designee, and combine meetings with the Records Coordinator(s) when possible.

Costs and Payment Schedule

RSA Professional Fees and Labor*:	\$ 9,800.00
Supplies (estimate):	\$ 216.50
RSA Travel Expenses (estimate)**:	<u>\$ 1,212.50</u>
Total:	\$ 11,229.00

* Invoices for RSA Professional Fees and Labor will be submitted according to the following schedule:

Progress payment 1: \$4,900.00 at project initiation

Progress payment 2: \$4,900.00 upon project completion

** Travel expenses are billed on a per diem base cost of \$ 346.67 for RSA consultants.

See Terms and Disclaimer sections of this proposal for RSA service and professional fee payment details.

Project Results

Implementation of this program will provide the City with:

- A structured, uniform index of records series maintained in designated departments.
- Retention period suggestions for each record series, based on current regulations, legal citations and industry recommendations.
- Approved retention periods for departmental business and operations requirements.
- Procedures and manuals for program maintenance.
- Designated management and staff trained in program maintenance.

Duration

Depending upon City staff availability and other RSA client commitments, this phase can be completed in approximately 8 to 10 weeks after initiation.

Phase 4 – Community Services Records Retention Program

In this phase, RSA will develop a structured Records Retention Program to guide the Community Services Department in records maintenance and disposition. Suggested retention periods include department business and operational requirements, and governmental and regulatory agency mandated requirements. Actual disposition of records is the responsibility of the Department.

This program relies on some assistance by City staff to review and approve record series and operational retention needs. Availability of City staff is essential to project completion within the RSA estimated project duration.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Project Tasks:

1. Designate departmental Records Coordinator(s).
2. Review the City's currently adopted retention schedule structure and format.
3. Interview Records Coordinator(s) to determine Department record series holdings and properties.
4. Integrate Department records series into the UFIRST® Index.
5. Review record series listing with Records Coordinator(s), refine as needed.
6. Research governmental and regulatory body required retention periods.
7. Develop retention schedules by record function.
8. Integrate the Department's business/operational retention requirements into schedules.
9. Review and approve retention schedule(s) with Department management.
10. Submit retention schedule(s) to the City Clerk for review and final approvals.
11. Design Records Management Manual with maintenance procedures.
12. Train Department staff on disposition methods and terminology.

To create contact points for each department, management must designate a key staff member as the Records Coordinator. The Records Coordinator(s) should be intimately familiar with records within their department or division.

Departments and divisions addressed in this phase include:

- Community Services
- Senior Center
- Parks & Recreation
- Youth Center

A series of interviews with the Records Coordinator(s) will determine record series maintained in the designated departments. Initial interviews may last between 1.5 and 2 hours each, with follow-up interviews for index review and approval.

Analysis of each record series will determine the following properties:

- Common nomenclature (Record Series Title)
- Office of Record
- Description of documents/information contained in series (Record Series Content)
- Administrative retention requirement/authority
- Importance (Vital, Confidential, Historical), as needed

This program relies on designated department staff availability. To facilitate rapid implementation, RSA will coordinate meeting dates with the City's Records Manager or her designee, and combine meetings with the Records Coordinator(s) when possible.

Costs and Payment Schedule

RSA Professional Fees and Labor*:	\$ 6,300.00
Supplies (estimate):	\$ 108.25
RSA Travel Expenses (estimate)**:	\$ 1,048.75
Total:	\$ 7,457.00

* Invoices for RSA Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$3,150.00 at project initiation
- Progress payment 2: \$3,150.00 upon project completion

** Travel expenses are billed on a per diem base price of \$ 346.67 for RSA consultants.

See Terms and Disclaimer sections of this proposal for RSA service and professional fee payment details.

Project Results

Implementation of this program will provide the City with:

- A structured, uniform index of records series maintained in designated departments.
- Retention period suggestions for each record series, based on current regulations, legal citations and industry recommendations.
- Approved retention periods for departmental business and operations requirements.
- Procedures and manuals for program maintenance.
- Designated management and staff trained in program maintenance.

Duration

Depending upon City staff availability and other RSA client commitments, this phase can be completed in approximately 5 to 6 weeks after initiation.

Phase 5 – City Manager Records Retention Program

In this phase, RSA will develop a structured Records Retention Program to guide the City Manager's divisions and the Redevelopment Agency (Departments) in records maintenance and disposition. Suggested retention periods include department business and operational requirements, and governmental and regulatory agency mandated requirements. Actual disposition of records is the responsibility of the Departments.

This program relies on some assistance by City staff to review and approve record series and operational retention needs. Availability of City staff is essential to project completion within the RSA estimated project duration.

Please read the Disclaimer section within this proposal regarding suggested retention periods and schedules.

Project Tasks:

1. Designate departmental Records Coordinator(s).
2. Review the City's currently adopted retention schedule structure and format.
3. Interview Records Coordinator(s) to determine Department record series holdings and properties.
4. Integrate Department records series into the UFIRST® Index.
5. Review record series listing with Records Coordinator(s), refine as needed.
6. Research governmental and regulatory body required retention periods.
7. Develop retention schedules by record function.
8. Integrate the Department's business/operational retention requirements into schedules.
9. Review and approve retention schedule(s) with Department management.
10. Submit retention schedule(s) to the City Clerk for review and final approvals.
11. Design Records Management Manual with maintenance procedures.
12. Train Department staff on disposition methods and terminology.

To create contact points for each department, management must designate a key staff member as the Records Coordinator. The Records Coordinator(s) should be intimately familiar with records within their department or division.

Departments and divisions addressed in this phase include:

- Emergency Services
- Grants
- Housing
- Intergovernmental
- Projects
- Public Information
- Redevelopment Agency

A series of interviews with the Records Coordinator(s) will determine record series maintained in the designated departments. Initial interviews may last between 1.5 and 2 hours each, with follow-up interviews for index review and approval.

Analysis of each record series will determine the following properties:

- Common nomenclature (Record Series Title)
- Office of Record
- Description of documents/information contained in series (Record Series Content)
- Administrative retention requirement/authority
- Importance (Vital, Confidential, Historical), as needed

This program relies on designated department staff availability. To facilitate rapid implementation, RSA will coordinate meeting dates with the City's Records Manager or her designee, and combine meetings with the Records Coordinator(s) when possible.

Costs and Payment Schedule

RSA Professional Fees and Labor*:	\$ 5,600.00
Supplies (estimate):	\$ 108.25
RSA Travel Expenses (estimate)**:	\$ 1,048.75
Total:	\$ 6,757.00

* Invoices for RSA Professional Fees and Labor will be submitted according to the following schedule:

- Progress payment 1: \$2,800.00 at project initiation
- Progress payment 2: \$2,800.00 upon project completion

** Travel expenses are billed on a per diem base price of \$ 346.67 for RSA consultants.

See Terms and Disclaimer sections of this proposal for RSA service and professional fee payment details.

Project Results

Implementation of this program will provide the City with:

- A structured, uniform index of records series maintained in designated departments.
- Retention period suggestions for each record series, based on current regulations, legal citations and industry recommendations.
- Approved retention periods for departmental business and operations requirements.
- Procedures and manuals for program maintenance.
- Designated management and staff trained in program maintenance.

Duration

Depending upon City staff availability and other RSA client commitments, this phase can be completed in approximately 5 to 6 weeks after initiation.

Terms:

- Unless otherwise noted, professional fees for each phase include all costs for labor and are firm for a period of 60 days from the date of this proposal.
- Invoices will be due upon receipt by the City, and payment must be received by RSA within 30 days of the invoice date. If payment is not received within 30 days of the invoice date, the invoice will be resubmitted with a \$45.00 administrative fee added, and a 2.0% late fee calculated on the original invoice amount. Late fees are compounded for each 30-day late period.
- Additional contact time unrelated to this proposal will be billed at \$200.00 per hour, in 15-minute minimum increments. RSA will notify the City prior to incurring any unrelated contact time, and obtain written approvals from department management or designated project manager.
- RSA does not sell supplies, equipment or software, nor does RSA maintain a reseller's license. Therefore, all software, supply and equipment costs are estimates based on RSA recommended vendors. Software, supplies and equipment may be purchased through the City's current vendors, provided that they are of comparable quality to RSA recommendations.
- Unless otherwise noted, taxes, shipping, handling, maintenance and/or other support costs are not included in this proposal.
- All travel expenses are billed on a per diem basis averaged on anticipated project duration and estimated expenses for airfare, food, lodging, transportation, parking and incidentals.
- Project duration estimates depend upon City staff availability and current RSA client obligations. If project implementation is delayed due to availability of City staff, RSA reserves the right to modify payment schedules according to completed project tasks and/or delay timelines.
- © UFIRST, Uniform Functional Index of Records Series Terminology and the index structure are copyrighted proprietary information by Records Control Services, Inc. 1999. All rights reserved. All program tasks, recommendations, suggestions and/or other project development information are the proprietary information of Records Systems Associates, Inc. Any and all information contained in this proposal, or its attachments, if any, shall not be released or made available to any entity outside of the City or its agents.

Disclaimer:

All recommendations, management systems, research or other information or work papers resulting from implementation of this proposal are suggestions to the City. The City is responsible for the disposition or destruction of any documents designated active, inactive or obsolete. RSA will not alter or destroy, in any way, City documents, regardless of format, without specific written approval from the City or its authorized agents. RSA will not be responsible for damages or losses to the City or its agents, monetary or otherwise, resulting from implementation of this proposal or program, including, but not limited to, destruction of records by the City, or other damage or loss of City documents, records and/or other information or sources of information.

In addition to design and implementation of services mentioned above, this proposal includes development of suggested record retention periods and schedules. Record retention periods are often arbitrary time periods based upon industry operational requirements. If required, RSA will perform a reasonable search of specific record retention information resources to obtain suggested retention periods for designated City records and information. The City is responsible for reviewing and approving any suggested retention periods with their legal counsel, the executive management team, and the City Council, prior to implementation and/or document disposition or destruction.

By accepting and implementing this proposal, the City agrees to this disclaimer and all terms mentioned herein, and shall indemnify, defend and hold harmless RSA against any and all damages resulting from the design and/or implementation of recommendations and/or

suggestions within this proposal, except for loss or damage caused by the willful misconduct or sole negligence of RSA.

Client Approval and Acceptance:

The City of Moorpark accepts this proposal and its contents for the design and implementation of a Records Retention Program for designated City departments and divisions, as provided by Records Systems Associates, Inc., dated May 27, 2009.

Signature: _____ Print Name: _____

Title: _____ Date: _____



**Bruce G.
Meier, CRM**

Digitally signed by Bruce G.
Meier, CRM
DN: cn=Bruce G. Meier, CRM,
o=Records Systems Associates,
Inc., ou=Executive Vice President,
email=bgmeier@recordssystemss.
com, c=US
Date: 2009.05.27 13:46:33 -0700'

Bruce G. Meier, CRM
Executive Vice President
Records Systems Associates, Inc.

Exhibit B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to the City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to the City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office (ISO) "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability for each such person.

Workers' Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum of \$25,000 self-insured retention for liability not covered by primary but covered by umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to the City for injury to employees of Consultant, subconsultants or others involved in the Work. The scope of coverage

provided is subject to approval by the City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size of VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and the City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officials, employees and agents, using standard ISO endorsement CG 2010 with an edition prior to 1992. Consultant also agrees to require all contractors and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right to subrogation prior to a loss. Consultant agrees to waive subrogation rights against the City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operation limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include limiting endorsement of any kind that has not been first submitted to the City and approved in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect the City's protection without the City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to city at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled

at any time and no replacement coverage is provided, the City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other Agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at the City's option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to the City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
9. It is acknowledged by the parties of this Agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to the City.
10. Consultant agrees to ensure that subcontractors, and any other party involved with the Work who is brought onto or involved in the Work by Consultant, provide the same minimum insurance required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Work will be submitted to the City for review.
11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer, or other entity or person in any way involved in the performance of Work contemplated by this Agreement to self-insure its obligations to the City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time, the City shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
12. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant 90 days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City will negotiate additional compensation proportional to the increased benefit to the City.
13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with an insurance requirement in no way imposes any additional obligations to the City nor does it waive any rights hereunder in this or any other regard.
15. Consultant will renew the required coverage annually as long as the City, or its employees or agents face an exposure from operations of any type pursuant to this Agreement. This obligation applies whether or not the Agreement is canceled or terminated for any reason. Termination of this obligation is not effective until the City executes a written statement to that effect.
16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. As coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specification applicable to the renewing or new coverage must be provided to the City within five days of the expiration of coverage.
17. The provisions of any Workers' Compensation or similar act will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to the City, its employees, officials and agents.
18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.
20. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts or impairs the provisions of this section.
21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Work reserves the right to charge the City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to the City. It is not the intent of the City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against the City for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this Agreement. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve the City.