



\_\_\_\_ OCEANSIDE CITY CLERK \_\_\_\_  
REPORT

DATE: May 9, 2007

TO: Honorable Mayor and City Councilmembers

FROM: City Clerk's Office

SUBJECT: **APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH OCÉ BUSINESS SYSTEMS IN THE AMOUNT OF \$57,750 FOR THE CREATION OF A CITYWIDE RECORDS RETENTION SCHEDULE, INCLUDING IMPLEMENTATION AND TRAINING ASSISTANCE AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

**SYNOPSIS**

Staff recommends that the City Council approve a professional services agreement in the amount of \$57,750 with Océ Business Services, to research, create and assist with implementation and training of a new Citywide Records Retention Schedule and authorize the City Manager to execute the agreement.

**BACKGROUND**

Since adoption of the City Records Management Ordinance in September of 2004 various City departments have been operating under retention schedules or continuing resolutions for the retention and disposition of City records that are out of date, or whose retention requirements no longer reflect the most recent changes in law or usage. Much of this material, regardless of media (hardcopy or electronic), has reached or exceeded the retention periods justified by operational, legal, or fiscal reasons, or need to be identified as vital or historic records and therefore require special protection.

In August of 2006 the City Clerk issued a request for proposal (RFP) for this project. The City Clerk received three responses to this RFP:

<u>Vendor</u>	<u>Bid amount</u>
Gladwell Governmental Services	\$ 31,910.00
Océ Business Services	\$ 57,750.00
Ictus Consulting, LLC	\$190,400.00

Océ Business Services was selected as the most responsive to the City's needs based on the detailed level of services to be provided. While the proposal received by Gladwell Governmental Services had a lower cost, it was not responsive, not providing

the level of records inventory and analysis as delineated in the RFP. Additionally, the company's work product was proprietary, which would not allow for modifications that may be necessary in the future.

**ANALYSIS**

This agreement will provide for the creation of a Citywide records retention schedule for presentation to and approval by the City Council as required by the California Government Code Section 34090 and Oceanside Municipal Code Chapter 2, Article 14.

**FISCAL IMPACT**

An appropriation of \$42,000 was included in the City Clerk Department's adopted budget for FY 2006-2008 for this purpose. In order to accept the most responsive bid, the remaining \$15,750 will be funded from existing City Clerk department account balances.

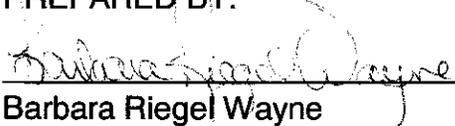
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

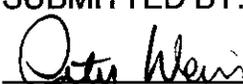
**RECOMMENDATION**

Staff recommends that the City Council approve a professional services agreement in the amount of \$57,750 with Océ Business Systems, to research, create and assist with implementation and training of a new City-wide Records Retention Schedule and to authorize the City Manager to execute the agreement.

PREPARED BY:

  
Barbara Riegel Wayne  
City Clerk

SUBMITTED BY:

  
Peter Weiss  
Interim City Manager

Reviewed By:

Michelle Skaggs Lawrence, Deputy City Manager 

# CITY OF OCEANSIDE

## PROFESSIONAL SERVICES AGREEMENT

### PROJECT: CITY-WIDE RECORDS RETENTION CONSULTING SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Océ Business Services Inc., hereinafter designated as "CONSULTANT."

### RECITALS

- A. CITY desires to obtain professional records retention scheduling services from an independent contractor for the above named project.
- B. CONSULTANT has submitted a proposal to provide records retention consulting services for the CITY in accordance with the terms set forth in this agreement.
- C. CITY desires to contract with CONSULTANT as an independent contractor and CONSULTANT desires to provide services to CITY as an independent contractor.
- D. CONSULTANT has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

### NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. **SCOPE OF WORK.** The project is more particularly described as follows: Provide records retention scheduling services for all CITY departments and divisions as detailed in the scope of services in Exhibit "A".
- 1.1 **PROFESSIONAL SERVICES PROVIDED BY CONSULTANT.** The professional services to be performed by CONSULTANT shall consist of but not be limited to the following:
  - A. CONSULTANT will provide a scope of work as delineated in Exhibit B, Project overview extract from Océ Outsourcing Business Plan and as outlined in subparagraphs 1B – 1K below.
  - B. CONSULTANT will conduct a Records Inventory of records series held by all City departments as noted in Exhibit C.
  - C. CONSULTANT will conduct an appraisal and retention research on records series to determine administrative, legal, fiscal and historical (archival) value to the City.
  - D. CONSULTANT will conduct an analysis to identify and recommend those records series that constitute the vital records of the City for inclusion in a Vital Records Program, and provide recommended storage or preservation methods.

- E. CONSULTANT will conduct a Records Storage Analysis to identify what containers and equipment are in use for storage, how the contents are tracked, check-in/check-out systems, use and application of existing procedures, provide an evaluation of facilities and offer alternative options.
- F. CONSULTANT will review current filing systems and equipment within all departments and provide recommendations for consolidation or standardization.
- G. CONSULTANT will produce a disaster planning and recovery plan that mitigates the impact and expedites recovery from identified risks.
- H. CONSULTANT will produce training manuals based on the implementation of the retention schedules.
- I. CONSULTANT will conduct training sessions for key personnel in all departments on records management procedures to insure understanding and compliance with the Records retention schedule as part of the records management ordinance.
- J. CONSULTANT will assist with the implementation of the Retention schedules and policies.
- K. CONSULTANT will provide an end of project summary identifying actions taken, problem areas noted and recommended solutions.

1.1.1 Work closely with the City Clerk in performing work in accordance with this Agreement in order to receive clarification as to the result which the CITY expects to be accomplished by CONSULTANT. The City Clerk shall be the CITY's authorized representative in the interpretation and enforcement of all work performed in connection with this agreement. The City Clerk may delegate authority in connection with this Agreement to the City Clerk's designees. For the purposes of directing the CONSULTANT's performance in accordance with this Agreement, the City Clerk delegates authority to John Guthrie, Records Manager.

1.2 **SERVICES PROVIDED BY CITY.** The CITY shall perform the following services:

1.2.1 Provide access to key departmental personnel, records in office spaces and off-site records center, and data access to determine structure and media types.

2. **TIMING REQUIREMENTS.** Time is of the essence in the completion of this project. All work must be completed within six (6) months of effective date of this Agreement.

3. **INDEPENDENT CONTRACTOR.** CONSULTANT's relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, expressed or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City. CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and CONSULTANTS performing work in connection with this project, and all shall be subject to the approval of the CITY.

**4. CRITERIA AND STANDARDS.** All work shall be performed in accordance with applicable CITY, state and federal codes and criteria. In the performance of its professional services, CONSULTANT shall use the degree of care and skill ordinarily exercised by CONSULTANT under similar conditions.

**5. OWNERSHIP OF DOCUMENTS.** All manuals, schedules, studies, reports, electronic data, training materials, and specifications, as herein required, shall be the property of the CITY. Upon completion of this project, all work products created for the CITY are to remain the property of the City of Oceanside with no proprietary restrictions on its use or application.

**6. WORKER'S COMPENSATION.** Pursuant to Labor Code Section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

**7. LIABILITY INSURANCE.**

7.1. CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

7.2 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000*

Commercial General Liability Insurance  
(bodily injury and property damage)

General limit per occurrence	\$1,000,000
General limit project specific aggregate	\$2,000,000

<u>Automobile Liability Insurance</u>	\$1,000,000
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- General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

7.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The

CONSULTANT shall also notify the CITY'S Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

**7.4** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the City as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

**7.5** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.

**7.6** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

**8. CONSULTANT'S INDEMNIFICATION OF CITY.** CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or other wrongful acts of conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the tortious acts or omissions of the CONSULTANT.

CONSULTANT's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

**9. COMPENSATION.** CONSULTANT's compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$57,750.00. A copy of the cost detail table submitted by CONSULTANT with related materials are attached to this agreement as Exhibit "C". Payment shall be based upon the hourly cost of \$125 per hour as described in Exhibit "C".

No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the City Clerk. CONSULTANT shall obtain approval by the City Clerk prior to performing any work, which results in incidental expenses to CITY.

**10. TERMINATION OF AGREEMENT.** Either party may terminate this agreement by providing thirty (30) days written notice to the other party. If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay the CONSULTANT for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 9. The CITY shall be required to compensate CONSULTANT only for work performed in accordance with the Agreement up to and including the date of termination.

**11. ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.

**12. ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONSULTANT's duties be delegated, with out the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. Consent by the CITY to one assignment shall not be deemed to be consent to any subsequent assignment.

This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**13. INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONSULTANT shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein. Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

**14. AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

**NOTICES.** All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

**TO CITY:**  
City of Oceanside  
City Clerk  
300 North Coast Highway  
Oceanside, CA. 92054

**TO CONSULTANT:**  
Océ Business Systems, Inc  
Keith McCabe  
3210 El Camino Real, Suite 100  
Irvine, CA 92602

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

Actual receipt at the offices of the party to whom the communication is to be sent, as designed above, or

Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

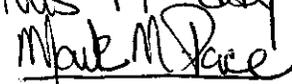
**16. SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**OCÉ BUSINESS SYSTEMS SERVICES, INC. CITY OF OCEANSIDE**

BY:   
Stephen MacKay  
Chief Financial Officer

BY: \_\_\_\_\_  
Peter Weiss  
Interim City Manager

Sworn to before me  
this 17<sup>th</sup> day of April, 2007.  


MARK N. PACE  
NOTARY PUBLIC, State of New York  
NO. 02PA6038927  
Qualified in Suffolk County  
Commission Expires March 20, 2010

APPROVED AS TO FORM:  
  
City Attorney

13-3978583  
EMPLOYER I.D. NO.

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**EXHIBIT A**  
**Request for Proposal Scope of Work**

**Scope of Work**

Your proposal should be based on providing the following services and should include but is not limited to the milestones listed below. You may include a description of additional tasks, programs, incentives or capabilities your company has to offer that will accomplish the same purpose or improve it.

**a. Records Retention Schedule Development and timelines**

1. Provide a project implementation work plan that includes a work breakdown structure identifying tasks and milestones for the entire project including a preliminary project schedule that highlights critical path tasks to include time estimates for analysis and development  
Deliverable: Project Work Plan Document.
2. Review existing policies and procedures for the management of the retention program for Records and departmental staff. Deliverables: Recommended changes/additions to policies, procedures and forms.
3. Meet with all departmental records administrators to identify material for inclusion in the general and unique departmental portions of the schedule.
4. Meet with key staff from each department to analyze business activities and processes and conduct a records inventory to determine what records exist, how and where they are stored, their format, quantity and ownership.  
Deliverables: inventory worksheets.
5. Review existing records series titles or develop new records series titles based on the above analysis outcomes.  
Deliverable: Records Series Title Document.
6. Research and recommend retention periods based on legal research in compliance with all applicable codes, laws, and the California Public Records Act. Prepare a retention schedule based on functional areas with records series titles to be submitted for approval by stakeholders.  
Deliverable: A legally defensible records retention schedule for all records series titles with backup documentation and citations.
7. Identification of records series titles for inclusion in the City's Vital Records Program regardless of media formats. Deliverables: List of Records Series Titles from the general and unique schedules that potentially qualify as vital records.

**b. Records Retention Program Implementation and timelines**

1. Prepare implementation guidelines and assist staff with applying retention periods, assess exceptions, and recommend best storage media relative to retention period and record series. Deliverables: Guidelines and retention schedules with disposition instructions; recommendations for a media migration schedule for electronic documents; timeline estimates for program implementation.
2. Prepare an education and training program for departmental staff that are custodians for their business records, including Information Technologies staff.  
Deliverables: Training manuals and written procedures.
3. At the conclusion of the project, the consultant will prepare an end of project summary report that includes problem areas and recommendations for corrective measures.

Upon completion of this project, all work products created for the City are to remain the property of the City of Oceanside with no proprietary restrictions on its use or application.

**Exhibit B**  
**Project Overview**  
Océ Business Services

OBS understands the importance of information within any government agency. Information in the form of business documents and records is vital asset. It is essential for strategic, financial and operational decision making. Business records are needed for operational guidance, to report to auditors, to reliably document intellectual property and as evidence in litigation. Effective enterprise strategies and programs must be in place to assure that these critical information assets can be trusted, can be produced on demand and are protected throughout their intended lifecycle. OBS' goal when working with any clients is to follow the International Standards Organization definition of a record and its associated management processes. Records management policies, procedures and practices should lead to authoritative records with the following characteristics:

- Authenticity (proof of contents, authorship, date and time of creation)
- Reliability (full and accurate)
- Integrity (complete and unaltered)
- Usability (can be located, retrieved, presented and interpreted)

When providing a Records Retention Schedule and Policy, OBS will do so with specific recommendations for taking control and setting/enforcing standards, increasing dependence on technology, possibly reducing future resource requirements, methodology to achieve desired results and possible cost-savings opportunities for the City of Oceanside's current records operations.

All recommendations are made with the overall goals of:

- Controlling paperwork and other materials in this organization from its creation through storage to destruction regardless of media
- Establishing a records inventory that will indicate the type of record being retained whether hardcopy or electronic format, the date range, and volume of such records. Users will be interviewed regarding degree of reference activity.
- Providing specific record retention schedules for each type of record based on Federal and State regulations, operating requirements, and suggestions from managers.
- Selecting and recommending which records are to be considered part of the Vital Records Protection Program and indicating the most economical methods of protection.
- Evaluating the expanded use of the file tracking system and any electronic storage media.
- Creating and/or updating a Records and Information Manual to ensure efficient practices are adhered to for the creation, retrieval and destruction of information.

Upon notification that OBS is contracted to work with the City of Oceanside, OBS will provide a Project Work Plan Document that will include the below listed steps, when they will be started and guaranteed turnaround times. There are nine (9) major steps in providing a retention schedule to the Office of the City Clerk on behalf of Oceanside, California.

- Records Inventory based on functions, not departments
- Interviewing Process is based on assumptions since no physical space or records were reviewed; time spent at each site or department is to be tracked by the OBS analyst. Only actual time spent is billed.
- Specific time frames for each department and steps have been extracted and are delineated in Exhibit B
- Organizing and Reviewing Notes in Preparation of Researching Citations – 16 hours
- Retention Research – 40 hours
- Vital Records Analysis – 10 hours
- Records Storage Analysis – 8 hours
- File System and Data Management Analysis – 24 hours
- Software Solution Analysis – 8 hours
- Policies and Procedures and Training Documentation – 40 hours
- Implementation – 80 hours
- End User Training – Not to exceed 40 hours
- Total hours plus time allocated for administrative tasks, such as meetings and conference calls, etc. - 20 hours

### Records Inventory

The development of records retention schedules and systems that adequately address the administrative, fiscal, and legal needs for the City of Oceanside is a task requiring the gathering of extensive inventory data and research respecting the operational values of the records. The appraisal process must also consider secondary values of the records, including their informational value for research and historical or archival purposes. OBS' underlying goal will be to produce a product that will benefit the City of Oceanside for years to come. In order to conduct an in-depth analysis of the current inventory, OBS will spend numerous days onsite to garner a complete understanding of the documents being created by the City. An OBS Analyst will conduct a comprehensive inventory of all department records as listed above. This inventory will include a survey of each individual records series in all designated departments. A record series is defined as "documents or records that are filed together in a unified arrangement having similar physical characteristics or relating to a similar function or activity." This will include both electronic and hardcopy media. Data included within the inventory will be noted on Inventory Worksheets and will include, but will not be limited to:

- Name of records series
- Description of documentary contents of the series
- The estimated volume of the records, and the rate of volume increase
- The access frequencies
- The inclusive data coverage of the records
- The physical form of the records or storage medium, i.e., hard copy, electronic, micrographic, etc.
- The present retention, if any.

### Ops

#### Retention Research

After gathering all required inventory data as described above, OBS will establish retention periods to govern the disposition of all records series. These retention periods will reflect an assessment of the operational, fiscal, legal, research, and historical

values of the records, as described below:

**Appraisal:** Records appraisal is the process of evaluating records to determine their value for administrative, fiscal, and legal purposes; their evidential and informational or research value; and the point in the life cycle of the records at which these values expire, if ever. Proper appraisal seeks to contribute to business economies by recommending disposal when all primary and secondary values of the records have expired.

**Establishment of Administrative Value:** Administrative or operational value refers to the usefulness of records in the conduct of the ongoing activities of any organization. Appraising records for administrative value is accomplished by clearly establishing the use and operational purpose of a given records series during the inventory phase of the retention scheduling process. In addition, the CONSULTANTS confirm this value through personal interviews with departmental officials having charge or custody of the records.

**Establishment of Fiscal Value:** Many business records are created in order to execute financial transactions. All such records may be said to possess "fiscal value". Moreover, other records are created to serve as documentation in accounting for funds or are otherwise relevant to the conduct of fiscal matters. All such records may be said to possess "fiscal value". The retention of fiscal documents is largely determined by audit needs or by Federal and State requirements. OBS proposes to research the fiscal value respecting each records series by consulting relevant State and Federal requirements.

**Establishment of Legal Value:** Legal value relates to legal requirements of organizations to retain records (State and Federal statutes and regulations), the actual or potential use of certain records as evidence in legal proceedings, and the value of certain records to protect the rights, interests, obligations of the organization and the members it must serve. There are more than 10,000 various City, State and Federal regulations pertaining to records retention, and the CONSULTANTS keep abreast by a review of the Code of Federal Regulations and other legal and governmental publications. The Statutes of Limitation, as developed by each state, should also be considered in determining the legal value of records.

Please note that OBS CONSULTANTS do not presume to provide definitive legal opinions on retention questions. When the retention schedules have been prepared, we encourage the City of Oceanside to have its legal counsel complete a final review of the schedules.

**Establishment of Archival Value:** Records documenting the origin, development, and functions of an organization may be said to possess "archival" value in that they constitute the documentary "evidence" needed to understand the history of the organization.

OBS will then begin to develop the retention schedules. These schedules are a set of disposition instructions prescribing how long, where, and in what form a record series shall be kept with the goals of accomplishing certain objectives:

- To ensure the retention of records having continuing operational, legal, and historical value,

- To provide for the systematic destruction of records at points in their life cycle at which they have no further value.
- To create a records disposition program under which useless records can be destroyed at approximately the same rate as new records are being created, thereby stabilizing records growth and effecting economies of office space and filing equipment.

### **Vital Records Analysis**

A vital records program involves the selection and protection of those records which, if lost or destroyed, would result in serious legal, financial, or operational consequences. OBS views the issue of vital records protection in a “risk management” or “asset protection” context. Any organizational enterprise, whether public or private, large or small, has only four basic assets or resources: capital, physical facilities, people, and information. Of these four basic assets, information may be the most valuable because it is the most irreplaceable if it is lost or destroyed. This is because of the intrinsic uniqueness of information. A sound vital records protection program attempts to minimize the risks and consequences resulting from the loss of information and to protect the most vital information, so that the organization can continue operations during or immediately following a disaster.

Vital records include:

- Records containing unique data that cannot be replaced or reproduced if lost or destroyed.
- Records that provide direct evidence of an organization’s legal status, financial position, assets and liabilities
- Records needed to protect the rights and interest of an organization.

OBS will utilize the above criteria and conceptual approach to identify records that are vital. The recommended protection methods include:

- Automatic dispersal to other locations in the normal course of business
- Onsite protection through storage in vaults or fireproof safes or file cabinets
- Offsite protection including evaluations of imaging and micrographic media, or
- A combination of these approaches.

Vital records recommendations will also take into account the costs or other economic considerations associated with protecting the records.

### **Records Storage Analysis**

OBS will visit the areas containing records on behalf of the City of Oceanside. The visit will consist of a tour of the facilities, what containers are used for storage, how the contents of the containers are tracked, what check-in/check-out systems are in place and how the existing procedures are used to apply and enforce the current records policy. Recommendations will include an overview of existing procedures, evaluation of facilities and may offer alternative options.

### **File System and Data Management Analysis**

OBS will review all filing setups and equipment in current use in each department to locate similarities and differences across the various departments. By identifying how each department maintains their filing systems and manages their data will assist OBS with its recommendations on how to consolidate and standardize the process. During the interviewing process, OBS will request to see physical files, filing cabinets, forms

and any other apparatus a department may employ when handling or storing their documents.

### **Software Solution**

As part of the onsite visits and initial review of each department, OBS will request to see what media is utilized to create, maintain and dispose of documents. Any recommendations will be included in the final report.

### **Policies and Procedures and Training Documentation**

A final report will be presented to the City of Oceanside that will include but will not be limited to:

1. Records Inventory (Records Series Titles)
  - a. Date range, volume, and format of records
  - b. Business requirements for both electronic and hardcopy documents
  - c. Best practices for media migration, including an analysis of current technology and how to best use it or replace it (O'Neil and EMC/Documentum ApplicationXtender)
  - d. Summary of what types of information exists, where the information is located and what changes are needed, if any.
2. Record Retention Schedules to ensure that obsolete records are eliminated and valuable records retained to meet legal regulations, operating, and historical requirements.
3. Policy that outlines guidelines on how to consistently implement the schedules across media ("Media Migration") and departments and any changes/additions/deletions to current policies, procedures and forms.
4. Problem areas that cannot be rectified by simply applying a retention date or utilizing current technology and recommendations to solve said problem areas
5. Timelines
6. Identification of Vital Records and suggestions for the appropriate methods of protection.
7. Filing Systems to offer better control of information and ease of retrieval.
8. Inactive Records Storage procedures
9. Filing Equipment and supplies standards and recommendations.
10. Disaster Planning and Recovery plan that mitigates the impact and expedites recovery from identified risks
11. Training Manual
12. Training Sessions for internal personnel to acquaint them with records management procedures and insure cooperation with the program.
13. Minutes that have been maintained as part of any meetings with the City of Oceanside departments
14. End of Project Summary

### **Implementation**

OBS will spend a maximum of two (2) weeks onsite working with each department to introduce and implement the new retention schedule and policy. If the implementation phase lasts less than two (2) weeks, OBS will only bill for time spent.

Implementation will include:

- Meeting and assisting the IT Department for the City of Oceanside in importing the retention schedule dates into the existing records management software
- Testing to ensure dates have been applied correctly
- Introducing the new schedule and policy to the City of Oceanside departments

as directed by the City of Oceanside client contact (meetings, conference calls, etc.)

- Providing assistance in the running of retention schedule reporting
  - When to run the reports (based on what function, action, date, etc.)
  - How to run the reports
  - What the data means to each department
  - How the data affects each department
- Collaborating with the City of Oceanside in every way possible to introduce the new schedule and policy

Please note that OBS is available to provide an ongoing partnership with the City of Oceanside after the project has concluded. OBS may support the City of Oceanside via email and telephone at no additional charge. If further visits are necessary, however, OBS will discuss what each request or project entails and will submit in writing if additional costs will be necessary.

### **End User Training**

OBS has allocated a full week of training to meet with key end users from each department in explaining the new retention schedule and policy and how it should be implemented across all records and all media.

Review existing policies and procedures for the management of the retention program for Records and departmental staff. Deliverables: Recommended changes/additions to policies, procedures and forms.

### **Ops**

Meet with all departmental records administrators to identify material for inclusion in the general and unique departmental portions of the schedule.

Meet with key staff from each department to analyze business activities and processes and conduct a records inventory to determine what records exist, how and where they are stored, their format, quantity and ownership.  
Deliverables: inventory worksheets.

Review existing records series titles or develop new records series titles based on the above analysis outcomes.  
Deliverable: Records Series Title Document.

Research and recommend retention periods based on legal research in compliance with all applicable codes, laws, and the California Public Records Act. Prepare a retention schedule based on functional areas with records series titles to be submitted for approval by stakeholders.  
Deliverable: Legally defensible records retention schedule for all records series titles covering Records Series Titles common among all departments and those specific to each functional/departmental area with backup documentation and citations.

Identification of records series titles for inclusion in the City's Vital Records Program regardless of media formats.  
Deliverables: List of Records Series Titles from the general and functional schedules that potentially qualify as vital records.

**Exhibit C**

**Proposed Retention Schedule Financial Analysis**

**Retention Schedule Tasks, Consulting Hours and Costs:**

(Specific times given are estimates only; the analyst will record the actual time spent at each department/division independently, Time spent on each area may be adjusted as required to meet requirements while remaining at total allocated time.)

<b>Task</b>	<b>Hours</b>	<b>Cost</b>	<b>Total</b>
Step one: Records Inventory			
A. Interviewing Process			
Building/Code Enforcement	8	\$125.00	\$1,000.00
City Attorney	8	\$125.00	\$1,000.00
City Clerk	16	\$125.00	\$2,000.00
City Council	8	\$125.00	\$1,000.00
City Manager	8	\$125.00	\$1,000.00
Economic and Redevelopment	4	\$125.00	\$500.00
Engineering and Planning	8	\$125.00	\$1,000.00
Financial Management	24	\$125.00	\$3,000.00
Fire Department	8	\$125.00	\$1,000.00
Harbor and Beaches	16	\$125.00	\$2,000.00
Housing and Neighborhood Services	8	\$125.00	\$1,000.00
Library	4	\$125.00	\$500.00
Personnel	8	\$125.00	\$1,000.00
Police Department	16	\$125.00	\$2,000.00
Public Works	8	\$125.00	\$1,000.00
Recreational Services	8	\$125.00	\$1,000.00
Records Center	8	\$125.00	\$1,000.00
Water Utilities	8	\$125.00	\$1,000.00
Reviewing Notes and research preparation	16	\$125.00	\$2,000.00
Retention Research	40	\$125.00	\$5,000.00
Vital Records Analysis	10	\$125.00	\$1,250.00
Records Storage Analysis	8	\$125.00	\$1,000.00
File system and data management review	24	\$125.00	\$3,000.00
Software solution analysis	8	\$125.00	\$1,000.00
Policies/procedures including training documentation	40	\$125.00	\$5,000.00
Implementation	80	\$125.00	\$10,000.00
End user training	40	\$125.00	\$5,000.00
Administrative costs	20	\$125.00	\$2,500.00
			\$57,750.00

