

**REPORT TO MAYOR AND CITY COUNCIL**

**TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: May 27, 2014

**SUBJECT: ADOPTING RESOLUTION NO. 14-42 ACCEPTING \$588,103 IN NONRECURRING REVENUES AND APPROPRIATING \$75,000 FOR FINANCE DEPARTMENT EXPENDITURES, \$76,340 FOR INFORMATION TECHNOLOGY EXPENDITURES AND \$436,763 FOR GENERAL FUND PROJECT No. 2304; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR FINANCIAL AND ACCOUNTING SERVICES AGREEMENT WITH A. MAZE INC. IN THE AMOUNT OF \$75,000 AND A NEW PROFESSIONAL SERVICE AGREEMENT FOR INFORMATION TECHNOLOGIES CONSULTING SERVICES WITH TRUEPOINT SOLUTIONS INC. IN THE AMOUNT OF \$76,340, BOTH IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF FINANCIAL AND BUSINESS PROCESSES IN THE ACCELA PERMITTING SYSTEM (GENERAL FUNDS)**

**Report in Brief**

The City of Concord entered into an administrative agreement (AA-2342) on July 20, 2012 with A. Maze Inc. for the development, testing and implementation of financial and business processes in the Accela Permitting System for a total amount of \$49,800. On April 10, 2013, this agreement was amended in the amount of \$94,700, bringing the total contact amount to \$144,500. The work of A. Maze Inc. has resulted in realizing \$1,530,820 in non-recurring revenue; of which \$1,038,103 has been recognized during the first 9 months of Fiscal Year 2013-2014. Of the \$1,038,103 recognized in Fiscal Year 2013-2014, Council accepted and appropriated \$450,000 during the mid-year budget review process on February 11, 2014. The remaining \$588,103 is being requested for Council acceptance and appropriation at this time.

The agreement with A. Maze Inc. has a term ending date of June 30, 2014 and provides for amendments. The City continues to require financial and accounting support for development and implementation of financial and business processes in the Accela Permitting System along with the coordination among operating departments to review deposit accounts, which necessitates an amendment of the agreement in the amount of \$75,000 with an extension of the term ending date.

The Information Technology Department utilizes TruePoint Solutions, LLC technical staffing, an Accela certified partner, to provide necessary technical support in order to configure and support the operation of Accela Automation. The services and skill sets provided by this outside contractor are very technical and not replicable by the City staff.

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The City of Concord entered into an administrative agreement (AA-2401) with TruePoint Solutions, LLC on May 1, 2013 for technical support in the implementation of the Accela Permitting System for a total amount of \$ 45,000. The agreement with TruePoint Solutions, LLC expired on December 27, 2013. The City continues to need technical support by TruePoint Solutions, LLC to support the City's Accela Permitting System implementation, which necessitates a new agreement in the amount of \$76,340 terminating on May 27, 2015.

The technical personnel provided to the City under the proposed agreements will bill only for actual hours worked. The City is under no obligation or commitment to expend any funds beyond actual hours authorized by the City's management staff.

This report requests Council's acceptance of \$588,103 in nonrecurring revenue resulting from revenue transferred to the General Fund for the earned but unrecorded revenue (primarily city staff time and other associated project costs) for which the deposits were originally required and the related interest earnings on those deposits and appropriating the nonrecurring revenue as follows:

- \$75,000 to the Finance Department's Contract Services budget to cover the cost of the above referenced amendment to the A. Maze Inc. agreement. Additionally, Council is being requested to authorize an extension of the term ending date of the A. Maze Inc. agreement to May 27, 2015, and allow additional amendments as may be required. The \$75,000 increase in the contract brings the total contract price to \$219,500.
- \$76,340 to the Information Technology's Contract Services budget to cover the cost of the new TruePoint Solutions, LLC agreement in the amount of \$76,340, terminating on May 27, 2015.
- \$436,763 to Project No. 2304: Development Center Holding Account, restricting the balance of the current deposit revenue and related interest earnings to be spent on community development activities and systems.

### Background

A. Maze Inc. has been providing project specific services to the Accela System implementation team to ensure that the Permitting System accurately integrates with the City's financial systems and that the business process is efficient and streamlined. In addition to the core business functionality of the City's permitting system, the Accela system is being utilized to capture and track deposit liabilities associated with

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permits, which were manually tracked in spreadsheets prior to the implementation. The use of the Accela system as a subsidiary ledger for these deposits will enable the Community and Economic Development Department to actively manage the deposits, greatly increasing the efficiency with respect to recording associated revenue and refunding unused balances on a timely basis. Additionally, A. Maze Inc. is identifying proper internal controls developed to protect City assets.

The IT Department uses technical professional service providers, such as TruePoint Solutions, LLC, to support IT operations—doing so allows for access to specialized skills that are only needed occasionally, and therefore not part of our permanent staffing model. The advantage of using outside service providers to meet this demand, rather than adding regular City of Concord IT employees are as follows:

- ✓ The City has access to the skills it needs when it needs them. Given the diversity of the City's IT functions, staffing up for all possible IT skill requirements is cost prohibitive.
- ✓ Frequently certain skills are needed only for specific projects or short periods of time making it more logical to meet the skill needs through contracts rather than through employees.
- ✓ The City does not have to carry the cost of training and maintaining highly technical skills when it contracts with companies for these services.

Additionally, the use of contract technical professionals with high skill sets facilitates using fewer people to deliver comparable levels of service and support than would otherwise be necessary with a traditional staffing model. The direct savings of using fewer people combined with avoiding long-term post-employment costs and new compliance requirements with the Affordable Care Act makes this approach cost effective.

These factors of agility, lower overall head-count, access to needed skills, and managing costs prompted the IT Department to adopt an organizational model where selected technical professionals fulfill key elements of the City's business technology implementation and support. However, oversight, management, and financial control remain vested in City employees. Implementation of this approach has allowed the Department to reduce its staffing and budget while maintaining levels of service.

As part of the Accela Permitting System implementation, A. Maze, Inc has been reconciling developer deposits to ensure that proper balances are uploaded into the new system. TruePoint Solutions, LLC has provided the technical support needed for this reconciliation process. Refunding of developer deposits is one outcome of the reconciliation process. A second outcome is the recognition of nonrecurring revenue from both the revenue transferred to the General Fund for the earned but unrecorded revenue (primarily city staff

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time and other associated project costs) for which the deposits were originally required and the related interest earnings on those deposits.

Funding for A. Maze Inc. and TruePoint Solutions, LLC contracts will be offset by a portion of the Fiscal Year 2013-14 nonrecurring revenue which was captured through a detailed review and reconciliation of older developer deposits.

The remaining nonrecurring revenue recognized during Fiscal Year 2013-14 will be restricted to the purpose of activities supporting the City's development activities: Current Development, Building, Planning and Inspection. These funds will be held in General Fund Project No. 2304.

**Discussion**

Staff is requesting the services of A. Maze Inc. and TruePoint Solutions, LLC to continue to address the Accela Permitting System implementation and business process development. In addition to the integration of the Accela System with the City's financial systems, A. Maze Inc. has been leading the ongoing effort in the reconciliation of deposit accounts from prior permit applications. Thus far, 452 deposits have been reconciled. 246 deposits remain to be reconciled with the oldest deposit dating back to 1980. This reconciliation process has resulted in nonrecurring revenue in the amount of \$400,000 accepted by Council during Fiscal Year 2012-2013. An additional \$450,000 was accepted by Council on February 11, 2014, as part of the mid-year budget review process. These reconciliations are an important component of the implementation process. The goal is to review all deposits prior to uploading account values into the new system. In order to continue this effort, Staff is requesting an amendment to extend the A. Maze Inc. contract to May 27, 2015.

The work of A. Maze, Inc, in conjunction with TruePoint Solutions, LLC will allow the City to address the remaining unreconciled deposits and either transfer appropriate payments to the City's general fund, refund what is left over to the original depositor, or upload accurate information into the new Accela System for ongoing projects. Once this work is completed, City staff will be able to keep current with the reconciliation because of the reporting and reconciliation processes being established within the new Accela Automation system and the enhanced electronic communication created by this new system with the City's existing finance system (Lawson).

Staff proposes executing a new Professional Services Agreement with TruePoint Solutions, LLC to provide technical staffing and consulting, with a term ending date of May 27, 2015. Planned assignments under this

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agreement will include analysis, configuration and programming of Accela Automation Land Management System and integration work with Lawson Financials. TruePoint Solutions, LLC will also be performing report writing tasks for financial integration and workflow management. This will provide for more accurate and transparent fee reporting for customers. It will also reduce staff time spent on manual processes such as manually transferring data from one system to another. Staff is proposing to complete this work within Fiscal Year 2014-15. There are future plans for additional enhancements to the Accela system that are outside the scope of this phase of the project and outside of the contracts noted in this report. Any future enhancements will be addressed after completion of the work for this phase.

Staff recommends the City Council adopt Resolution No. 14-42, accepting nonrecurring revenues in the amount of \$588,103 realized in Fiscal Year 2013-14 through the reconciliation of development deposits, in conjunction with the implementation of the Accela System, and appropriating the revenue as follows: (1) \$436,763 to Project No. 2304 (as a holding account for future development related services, including a future phase of the Accela system), (2) \$75,000 to the Finance Department Contract Services budget to cover an amendment to the professional services agreement with A. Maze Inc. and, (3) appropriating the remaining \$76,340 to the Information Technology Contractual Services budget to cover a new professional services contract with TruePoint Solutions, LLC, and authorizing the City Manager to execute both agreements.

**Fiscal Impact**

City Council is requested to accept \$588,103 in nonrecurring revenues and appropriate the funds as follows: (1) \$436,763 to Project No. 2304 (as a holding account for future development related services, including a future phase of the Accela system), (2) \$75,000 to the Finance Department Contract Services account, and (3) \$76,340 to the Information Technology Contract Services budget account; and authorize the expenditure of these funds through an amendment to the agreement with A. Maze Inc. and a new professional service agreement with TruePoint Solutions, LLC.

**Public Contact**

The agenda has been posted as required by law.

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**Recommendation for Action**

Staff recommends the City Council adopt Resolution No. 14-42 accepting nonrecurring revenues in the amount of \$588,103 realized in Fiscal Year 2013-14 through the reconciliation of development deposits, in conjunction with the implementation of the Accela System, and appropriating \$75,000 of those funds to the Finance Department Contract Services budget to cover an amendment to the professional services agreement with A. Maze Inc., appropriating \$76,340 to the Information Technology Contractual Services budget to cover a new professional services contract with TruePoint Solutions, LLC, appropriating the remaining \$436,763 to Project No. 2304, and authorizing the City Manager to execute the A. Maze Inc. and TruePoint Solutions, LLC agreements.



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Valerie J. Barone  
City Manager

Valerie.Barone@cityofconcord.org

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Finance Director

[Karan.Reid@cityofconcord.org](mailto:Karan.Reid@cityofconcord.org)

Attachment 1: A. Maze, Inc. Amendment

Attachment 2: TruePoint Solutions, LLC Agreement

Attachment 3: Resolution No. 14-42

## SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

**This Second Amendment to Agreement for Professional Services** (“Second Amendment”) is entered into this 27<sup>th</sup> day of May, 2014, by and between the City of Concord (the “CITY”) and A. Maze, Inc., 1900 Castle Hill Road, Walnut Creek, CA 94595 (“CONSULTANT”).

### RECITALS

- A.** CITY and CONSULTANT entered into that certain Agreement for Professional Services in connection with financial and accounting services to develop, test, and implement financial and business processes in the Accela Permitting System and coordinate the review by departments of deposit balances dated July 20, 2012 (the “Agreement”).
- B.** CITY and CONSULTANT entered into a First Amendment to the above mentioned Agreement for Professional Services extending the term of the agreement to June 30, 2014 and adding \$94,700 in consideration for additional scope added to the agreement. The First amendment is dated April 10, 2013.
- C.** CITY and CONSULTANT desire to amend the Agreement to extend the termination date of the agreement to May 27, 2015 and whereby the parties agree that the total amount of compensation under the Agreement will increase by \$75,000, an amount not to exceed One Hundred Eighty Four Thousand Five Hundred Dollars (\$219,500) (the “Compensation Limit”).

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

### AGREEMENT

- 1. Recitals.** The recitals set forth above are incorporated as if fully restated herein.
- 2. Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute the same instrument.
- 3. Full Force and Effect.** Except as expressly amended herein, the terms and conditions of the Agreement remain in full force and effect.
- 4. IN WITNESS WHEREOF,** the parties have executed this First Amendment the day and year written above.

**CITY OF CONCORD**

**CONSULTANT**

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Valerie J. Barone  
City Manager

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Anne Maze  
President

**APPROVED AS TO FORM**

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Mark S. Coon  
City Attorney

**ATTEST**

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Mary Rae Lehman  
City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES**

1           THIS AGREEMENT ("Agreement") is entered into on May 28<sup>th</sup>, 2014 between the City of  
2 Concord ("CITY") and TruePoint Solutions, LLC, 3262 Penryn Road, STE 100-B, Loomis, CA 95650  
3 ("CONSULTANT").

4           THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings  
5 and intentions:

6           The CITY desires to contract with CONSULTANT to provide the professional services  
7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8           On May 27th, 2014, the City Council authorized the City Manager to execute this Agreement  
9 with CONSULTANT.

10          NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the  
11 parties herein contained, the parties hereto agree as follows:

12          1.     **TERM.** This Agreement shall commence on May 28<sup>th</sup>, 2014 and expire on May  
13 27<sup>th</sup>, 2015.

14          2.     **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by  
15 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail  
16 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the  
17 projects and undertakings contemplated by this Agreement.

18          3.     **PAYMENT.** The compensation to be paid to CONSULTANT including payment for  
19 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit  
20 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed        Seventy Six  
21 Thousand Three Hundred Forty dollars (\$76,340) for the term of this Agreement. Any Amendment to  
22 this Agreement that includes an increase to this compensation amount shall be made in accordance  
23 with Section 5 below.

24          CONSULTANT may submit monthly statements for services rendered; all statements shall  
25 include adequate documentation demonstrating work performed during the billing period. It is  
26 intended that CITY review such statement and pay CONSULTANT for services rendered within 30  
27 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall  
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1 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the  
2 time of payment.

3 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent  
4 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered  
5 by CONSULTANT under this Agreement except where approval for the CITY is specifically required  
6 by the City Council. The CITY's authorized representative is Tim Stuart, Information Technology  
7 Manager, Project Management Office of the Information Technology Department. The  
8 CONSULTANT's authorized representative is Kent Johnson, Partner, TruePoint Solutions, LLC.

9 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,  
10 subject to approval by both parties. If additional services are requested by CITY other than as  
11 described in the above Scope of Services, this Agreement may be amended, modified, or changed by  
12 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution  
13 of an Amendment by authorized representatives of both parties setting forth the additional scope of  
14 services to be performed, the performance time schedule, and the compensation for such services.

15 **A. Amendment for Additional Compensation.** CITY's Authorized  
16 Representative is authorized to execute amendments to the Agreement on behalf of CITY, including  
17 amendments providing for additional compensation to CONSULTANT not to exceed \$50,000 during  
18 the fiscal year, including the base contract amount, throughout the term of this Agreement. Any  
19 additional compensation to CONSULTANT that is \$50,000 or more for the fiscal year, including the  
20 base contract amount, must be approved by City Council.

21 Consultant's failure to secure CITY's written authorization for additional compensation or  
22 changes to the Scope of Work shall constitute a waiver of any and all right to adjustment in the price  
23 or time due, whether by way of compensation, restitution, quantum meruit, or similar relief.

24 **6. INDEPENDENT CONTRACTOR.** Both parties understand and acknowledge that  
25 CONSULTANT, its agents, employers and subcontractors are and shall at all times remain as to the  
26 CITY wholly independent contractors. Neither the CITY nor any of its officers or employees shall  
27 have any control over the manner by which the CONSULTANT performs this Agreement and shall  
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1 only dictate the results of the performance. CONSULTANT shall not represent that CONSULTANT  
2 or its agents, employees or subcontractors are agents or employees of the CITY, and CONSULTANT  
3 shall have no authority, express or implied, to act on behalf of the CITY in any capacity whatsoever as  
4 an agent, and shall have no authority, express or implied, to bind the CITY to any obligation  
5 whatsoever, unless otherwise provided in this Agreement.

6 As an independent contractor, CONSULTANT shall not be eligible for any benefits, which the  
7 City may provide to its employees and all persons, if any, hired by CONSULTANT shall be  
8 employees or subcontractors of CONSULTANT and shall not be construed as employees or agents of  
9 the CITY in any respect. CONSULTANT shall receive no premium or enhanced pay for work  
10 normally understood as overtime, i.e., hours that exceed forty (40) hours per work week, or work  
11 performed during non-standard business hours, such as in the evenings or on weekends.  
12 CONSULTANT shall not receive a premium or enhanced pay for work performed on a recognized  
13 holiday. CONSULTANT shall not receive paid time off for days not worked, whether it be in the  
14 form of sick leave, administrative leave, or for any other form of absence. CONSULTANT shall pay  
15 all taxes, assessments and premiums under the federal Social Security Act, any applicable  
16 unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use  
17 taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by  
18 reason of or in connection with the services to be performed by CONSULTANT.

19 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to  
20 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of  
21 Work and that such services shall be performed in an expeditious manner, and with the degree of skill  
22 and care that is required by current, good, and sound procedures and practices. CONSULTANT  
23 further agrees that the services shall be in conformance with generally accepted professional standards  
24 prevailing at the time work is performed.

25 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other  
26 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.  
27 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any  
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1 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S  
2 representative as the person primarily responsible for the day-to-day performance of  
3 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the  
4 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise  
5 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the  
6 quality and timeliness of performance of the services, notwithstanding any permitted or approved  
7 delegation hereunder.

8 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents  
9 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S  
10 services in respect to this project. They are not intended nor are represented to be suitable for reuse by  
11 others except CITY on extensions of this project or on any other project. Any reuse without specific  
12 written verification and adoption by CONSULTANT for the specific purposes intended will be at  
13 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including  
14 attorney's fees arising out of such unauthorized reuse.

15 CONSULTANT'S records, documents, calculations, and all other instruments of service  
16 pertaining to actual project shall be given to CITY at the completion of the project. The CITY  
17 reserves the right to specify the file format that electronic document deliverables are presented to the  
18 CITY.

19 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold  
20 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and  
21 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and  
22 other litigation expenses) arising out of the CONSULTANT'S performance under the terms of this  
23 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,  
24 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on  
25 the part of CITY.

26 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in  
27 full force at all times during the term of this Agreement the following insurance:  
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1           **A.     Commercial General Liability Coverage.** CONSULTANT shall maintain  
2 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)  
3 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily  
4 injury, personal injury, and property damage.

5           **B.     Automobile Liability Coverage.** CONSULTANT shall maintain automobile  
6 liability insurance covering all vehicles used in the performance of this Agreement providing a one  
7 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,  
8 and property damage.

9           **C.     Professional Liability Coverage (Errors and Omissions).** CONSULTANT  
10 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions  
11 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The  
12 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made  
13 annual aggregate basis or a combined single limit per occurrence basis.

14           **D.     Compliance with State Workers' Compensation Requirements.**  
15 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation  
16 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all  
17 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being  
18 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall  
19 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and  
20 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision  
21 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.

22           **E.     Other Insurance Provisions.** The policies are to contain, or be endorsed to  
23 contain the following provisions:

24                   **(1)     Additional Insured.** CITY, its officers, agents, employees, and  
25 volunteers are to be covered as an additional insured as respects: Liability arising out of activities  
26 performed by or on behalf of CONSULTANT and operations of CONSULTANT, premises owned,  
27 occupied, or used by CONSULTANT. The coverage shall contain no special limitations on the scope  
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1 or protection afforded to CITY, its officers, officials, employees, or volunteers.

2 Except for worker's compensation and professional liability insurance, the policies mentioned  
3 in this subsection shall name CITY as an additional insured and provide for notice of cancellation to  
4 CITY. CONSULTANT shall also provide timely and prompt notice to CITY if CONSULTANT  
5 receives any notice of cancellation or nonrenewal from its insurer.

6 (2) **Primary Coverage.** CONSULTANT'S insurance coverage shall be  
7 primary insurance with respect to CITY, its officers, officials, employees, and volunteers. Any  
8 insurance, risk pooling arrangement, or self-insurance maintained by CITY, its officers, officials,  
9 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall not contribute  
10 with it.

11 (3) **Reporting Provisions.** Any failure to comply with the reporting  
12 provisions of the policy shall not affect the coverage provided to the CITY, its officers, officials,  
13 employees, or volunteers.

14 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with  
15 certificates of insurance and the original endorsements effecting coverage required by this Agreement.  
16 The certificates and endorsements for each insurance policy are to be signed by a person authorized by  
17 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an  
18 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and  
19 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.  
20 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the  
21 right to require complete certified copies of all required insurance policies at any time.

22 **12. TIME OF PERFORMANCE.** The time of performance of the services under this  
23 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services  
24 shall be strictly construed.

25 **13. SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,  
26 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for  
27 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services  
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1 performed and reimbursable expenses incurred prior to the suspension date. During the period of  
2 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for  
3 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

4 **14. TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)  
5 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written  
6 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT  
7 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,  
8 recorded, photographic, or visual materials, documents, data, and other deliverables (“Work  
9 Materials”) prepared for the CITY prior to the effective date of such termination, all of which shall  
10 become CITY’s sole property. After receipt of the Work Materials, CITY will pay CONSULTANT  
11 for the services performed as of the effective date of the termination.

12 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,  
13 CONSULTANT agrees as follows:

14 **A. Equal Employment Opportunity.** In connection with the execution of this  
15 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment  
16 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited  
17 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or  
18 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and  
19 selection for training including apprenticeship.

20 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply  
21 with all federal regulations relative to nondiscrimination in federally assisted programs.

22 **C. Solicitations for Subcontractors including Procurement of Materials and**  
23 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by  
24 CONSULTANT for work to be performed under a subcontract including procurement of materials or  
25 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by  
26 CONSULTANT of CONSULTANT’S obligation under this Agreement and the regulations relative to  
27 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

1           **16.    CONFLICT OF INTEREST.**

2           A.     CONSULTANT covenants and represents that neither it, nor any officer or  
3 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in  
4 any manner with the interests of CITY or which would in any way hinder CONSULTANT's  
5 performance of services under this Agreement.   CONSULTANT further covenants that in the  
6 performance of the Agreement, no person having any such interest shall be employed by it as an  
7 officer, employee, agent or subcontractor without the express written consent of the CITY.  
8 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of  
9 interest, with the interests of the CITY in the performance of this Agreement.

10           B.     CONSULTANT is not a designated employee within the meaning of the  
11 Political Reform Act because CONSULTANT:

12                     (1) Will conduct research and arrive at conclusions with respect to its rendition  
13 of information, advice, recommendation or counsel independent of the control and direction of the  
14 CITY or of any CITY official, other than normal contract monitoring; and

15                     (2) Possesses no authority with respect to any CITY decision beyond the  
16 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

17           **17.    COMPLIANCE WITH LAWS.**   CONSULTANT shall comply with all applicable  
18 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable  
19 licenses, including a business license with the City of Concord, and permits for the conduct of its  
20 business and the performance of the services.

21           **18.    CHOICE OF LAW.**   This Agreement shall be construed and interpreted in accordance  
22 with the laws of the State of California, excluding any choice of law rules which may direct the  
23 application of the laws of another jurisdiction.   In the event that suit shall be brought by either party  
24 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the  
25 County of Contra Costa, California.

26           **19.    NON-WAIVER.**   The waiver by either party of any breach of any term, covenant, or  
27 condition contained in the Agreement, or any default in their performance of any obligations under the  
28

1 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other  
2 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default  
3 constitute a continuing waiver of same.

4 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions  
5 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by  
6 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment  
7 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The  
8 illegality or invalidity of any of the provisions or portions of application of any of the provisions of  
9 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of  
10 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though  
11 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the  
12 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

13 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and  
14 incorporated herein by reference. The Agreement contains the entire agreement and understanding  
15 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or  
16 contemporaneous agreements, commitments, representation, writings, and discussions between  
17 CONSULTANT and CITY, whether oral or written.

18 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**  
19 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,  
20 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT  
21 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,  
22 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach  
23 of this provision shall be void. This Agreement is not intended and shall not be construed to create  
24 any third party benefit. This Agreement is not intended and shall not be construed to create a joint  
25 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall  
26 not have any power to bind or commit the CITY to any decision.

27 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll  
28

1 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on  
2 a generally recognized accounting basis and made available to CITY if and when required.

3 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage  
4 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's  
5 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,  
6 respectively, designate in a written notice given to the other. Notice shall be deemed received three  
7 (3) days after the date of the mailing thereof or upon personal delivery.

8  
9 To CITY:

**Tim Stuart, IT Manager**  
**Project Management Office, Information Technology**  
**City of Concord**  
**1950 Parkside Drive**  
**Concord, CA 94519-2578**  
**Phone: (925) 603-5955**  
**Fax: (925) 671-3198**

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12  
13 To CONSULTANT:

**Kent Johnson, Partner**  
**TruePoint Solutions, LLC**  
**3262 Penryn Road, Ste 100-B**  
**Loomis, CA 95650**  
**Phone: (916) 577-1470**

14  
15  
16 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent  
17 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or  
18 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in  
19 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

20 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of  
21 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this  
22 Agreement on behalf of CONSULTANT and that such execution is binding upon CONSULTANT.

23 This Agreement may be executed in several counterparts, each of which shall constitute one  
24 and the same instrument and shall become binding upon the parties when at least one copy hereof  
25 shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary  
26 to produce or account for more than one such counterpart.  
27

1           **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more  
2 copies as of the date and year first written above.

3                           **CONSULTANT**

4   **CITY OF CONCORD, a Municipal**  
5   **Corporation**

6 By: \_\_\_\_\_  
7 Name:        Kent Johnson  
8 Title:        Partner, TruePoint Solutions, LLC  
9 Address:     3262 Penryn Road, Ste 100-B  
10              Loomis, CA 95650  
11 Telephone:  (916) 577-1470

6 By: \_\_\_\_\_  
7 Name:        Valerie J. Barone  
8 Title:        City Manager  
9 Address:     1950 Parkside Drive  
10              Concord, CA 94519  
11 Telephone:  (925) 671-3150

12 APPROVED AS TO FORM:

12 ATTEST:

13 \_\_\_\_\_  
14 City Attorney

13 \_\_\_\_\_  
14 City Clerk

15 **FINANCE DIRECTOR'S CERTIFICATION:**

16 Concord, California

17 Date: \_\_\_\_\_, 20

18  
19 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED  
20 DURING THE CURRENT FISCAL YEAR        TO PAY THE ANTICIPATED  
21 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.  
22 THE SUM OF \$\_\_\_\_\_. Account Code\_\_\_\_\_.

23 \_\_\_\_\_  
24 Finance Director's Signature

## **TruePoint Solutions, LLC**

### **City of Concord Finance / CED Accela enhancement Scope of Work:**

TruePoint Solutions, LLC will provide the following services for the City of Concord:

- Streamlining of business process programming
  - Project Management
  - Analysis and Configuration
  - Event Script Development
  - Training
- Report Development
  - Project Management
  - Analysis and Configuration
  - Report Development

**BEFORE THE CITY COUNCIL OF THE CITY OF CONCORD  
COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA**

**A RESOLUTION NO. 14-42 ACCEPTING \$588,103 IN NONRECURRING REVENUES AND APPROPRIATING \$75,000 FOR FINANCE DEPARTMENT EXPENDITURES, \$76,340 FOR INFORMATION TECHNOLOGY EXPENDITURES AND \$436,763 FOR GENERAL FUND PROJECT No. 2304; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT FOR FINANCIAL AND ACCOUNTING SERVICES CONTRACT WITH A. MAZE, INC. IN THE AMOUNT OF \$75,000 AND A NEW PROFESSIONAL SERVICE AGREEMENT CONTRACT FOR INFORMATION TECHNOLOGIES CONSULTING SERVICES WITH TRUEPOINT SOLUTIONS INC. IN THE AMOUNT OF \$76,340, BOTH IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF FINANCIAL AND BUSINESS PROCESSES IN THE ACCELA PERMITTING SYSTEM (GENERAL FUNDS)**

**Resolution No. 14-42**

**WHEREAS**, the City of Concord requires financial and accounting support for development and implementation of financial and business processes in the Accela Permitting System; and

**WHEREAS**, the City requires additional support to coordinate departments to review deposit accounts; and

**WHEREAS**, such efforts are consistent with the City’s Organizational Values to strive for excellence in the quality and productivity of our work and look for new solutions and innovative ways to do things.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES RESOLVE AS FOLLOWS:**

**Section 1.** Hereby authorizes the appropriation of nonrecurring revenues in the amount of \$588,103 and \$75,000 to cover expenditures associated with the A. Maze, Inc. contract, \$76,340 to cover expenditures under the TruePoint Solutions, LLC contract and \$436,763 to General Fund Project No. 2304.

**Section 2.** Authorizes the City Manager to execute an amendment in the amount of \$75,000 for financial and accounting services related to the Accela Permitting System and to execute a new professional services agreement in the amount of \$76,340 for technical support in the configuration and operation of the Accela Automation process.

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**Section 3.** This resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** by the City Council of the City of Concord on May 27, 2014, by the following vote:

**AYES:** Councilmembers -

**NOES:** Councilmembers -

**ABSTAIN:** Councilmembers -

**ABSENT:** Councilmembers -

**I HEREBY CERTIFY** that the foregoing Resolution No. 14-42 was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on May 27, 2014.

\_\_\_\_\_  
Mary Rae Lehman, CMC  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark S. Coon  
City Attorney