



# City of San Leandro

Meeting Date: July 15, 2013

## Staff Report

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**File Number:** 13-353 **Agenda Section:** CONSENT CALENDAR

**Agenda Number:** 8.D.

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Cynthia Battenberg  
Community Development Director

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** Staff Report for a Resolution Approving a Consulting Services Agreement with TruePoint Solutions to Migrate and Configure the Tidemark Permitting Software System from Accela, Inc. to Accela Automation/Civic Cloud in the Amount of \$208,900.

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### SUMMARY AND RECOMMENDATION

The Tidemark Advantage permitting system is the operational backbone of the Division of Building and Safety in the Community Development Department. It is used to calculate permit fees, issue permits, maintain permit and inspection history, and schedule inspections. The Community Development Department (Planning, Building and Safety Divisions) and the Engineering and Transportation Department currently operate the Tidemark Advantage permitting software. This system is over 14 years old and is outdated. The City has not paid maintenance in three years because Accela no longer supports the product. The functionality of the current product is limited because it does not allow online access for permitting, payment, history, inspection scheduling and inspection results, etc. that many other cities offer and that contractors, architects, and engineers have come to expect. The Community Development and Engineering and Transportation Departments need to migrate to a supported, stable, secure, feature-rich, customer friendly, and cost effective permitting system.

The Community Development Department, Information Technology Division, and the Engineering and Transportation Department reviewed options for upgrading the permitting system. Staff determined that the City should upgrade to the Accela Automation/Civic Cloud permitting software, based on a cost analysis, user access features, efficiency and workflow, and system security and stability.

City staff recommends entering into a sole source contract with Truepoint Solutions for the Accela software migration. Truepoint has been a strategic partner of Accela since 2005. TruePoint successfully completely over 50 Accela Automation installation projects and is recognized by Accela as a service partner specializing in local government agencies. TruePoint Solutions will assist City staff with the analysis of the current process work flow,

configuring the new cloud based system, writing scripts and reports, migrating data, integrating the system with the City's financial system, training and testing. This decision is based on recommendations by the Cities of Concord and Alameda where systems were recently migrated from Tidemark Advantage using TruePoint, and TruePoint's experience with migrations for the Counties of Sacramento, Stanislaus and San Mateo.

## **BACKGROUND**

The Community Development Department, specifically the Building and Safety Division, has been using the Tidemark Advantage permitting software since October, 1999. Since its inception, third party programs have been integrated with the Tidemark Advantage software program to provide 24/7 inspection requests by phone (IVR) and to upload inspection results via PDA devices. This software is outdated and is no longer supported by Accela, Inc. When problems arise, the services of an independent consultant are required. Modifying the existing system to allow for more modern functionality such as online permitting and electronic document submittal cannot be accomplished given the current software and configuration of third party products.

Accela Automation/Civic Cloud would allow for online and mobile device inspection scheduling; it has its own built-in inspection request system; it allows for inspectors to input inspection results in real time from a mobile device without downloading at the end of the day; it can accommodate electronic document submittal and review; and, it provides the ability to pay for and issue permits online all in one inclusive package with support from one vendor.

## **Analysis**

Migrating from Tidemark Advantage to Accela Automation/Civic Cloud would meet several of the City Council's goals, and assist in transforming San Leandro into a center of innovation through greater utilization of its Internet infrastructure to allow residents, property owners, contractors, architects, and engineers to conduct business with the City from home or office. The new software contains modules that could be utilized to better maintain and enhance the City's infrastructure by allowing online and mobile device reporting of deteriorated and/or dangerous conditions such as pot holes, broken pipes, traffic signal problems; and by providing broader communication, especially by mobile devices, between the City and interested users. This upgrade would also strengthen communication between City staff and residents, which would enhance the quality of life and promote a sense of community and civic pride.

Accela Automation/Civic Cloud is a Web and Cloud-based, enterprise application that helps agencies create a more performance-based government. It provides a complete solution for automating critical tasks and workflow associated with Building and Engineering permitting such as applications, fee calculation and collections, inspections, sign offs and task lists, code enforcement cases including inspections and investigations, community development and planning, licensing and case management, asset and resource management, emergency response, and more.

This upgrade would enable the City of San Leandro to offer online permit application, payment, issuance of simple permits, and introduce mobile applications to residents, property owners, and contractors for inspection scheduling, inspection results, and permit history. It will also allow mobile device applications for both the Building and Safety Division and the Engineering and Transportation Department inspectors to conduct inspections, input

inspection results and comments, and add inspections in the field. This upgrade would unify all features that are currently provided by different vendors and incorporate them into one integrated software system with additional features not currently available. Electronic plan submittal and review could be achieved by using the available features in the system. Accela Automation/Civic Cloud includes an offsite hosting service, with redundancy at a site located outside of California that would allow the system to continue to function in the event of a local disaster, and all future upgrades/maintenance would be performed remotely and automatically by Accela, Inc. This support model would minimize permitting staff involvement, reduce Information Technology staff support time, and include product assistance on a 24/7 basis.

Once TruePoint completes the migration from Tidemark Advantage to Accela Automation/Civic Cloud, any Department/Division may use one of its modules through a seat license fee for each additional user. It would also allow configuration of modules and corresponding reports for individual Department's/Division's needs. Building and Safety Division costs will be partially offset by the savings achieved through the termination of contracts from third party contractors for the older system. By using a subscription based fee system there is an inherent flexibility for growth and contraction. There will be some increase in annual system costs with growth depending on department needs. Increases in cost would be paid by the Information Technology Division.

### **Project Tasks and Timeline**

In conjunction with City staff, over the next 12 months, TruePoint will:

- Analyze and document the current work flow and streamline processes
- Configure and transfer records to Accela Automation
- Develop Parcel and Owner interface from outside sources and to City's financial system.
- Develop reports
- Implement and configure Citizen Access module and mobile office
- Provide training

### **Previous Actions**

- In 1998 the City implemented Accela's Tidemark Advantage Permit System

### **Fiscal Impact**

- The total streamlined Tidemark upgrade to Accela Automation/ Civic Cloud with Citizen Access for online permitting costs will be \$209,000. Of this amount the Division of Building and Safety is committed to cover \$21,500 from fiscal year budget 2012-2013. An additional \$37,500 has been identified from the sale of surplus property. The remaining \$150,000 will be funded by the Information Technology Internal Services Fund.
- The annual license costs of \$99 per seat and an additional \$50 per seat for Mobile Office users will be approximately \$18,000 starting in FY 2014-15. \$6,700 is budgeted in the 688-13-001-5310 Information Technology account. The remaining approximately \$11,000 will need to be restored. This will replace the \$14,000 in discontinued maintenance charges for the current system.

### **Budget Authority**

- The Budget is comprised of the combined funds listed above in 688-13-117-5120

**ATTACHMENTS**

- Accela brochures for Product Overview, Automation Overview, Land Management, Citizen Access, Mobile Citizen Access, Inspector Application, Electronic Plan Review, Mobile Office, Code Officer, Service Request and client list.

**PREPARED BY:**

William Schock, Chief Building Official, Community Development Department  
Mark Soltes, Permits Center Coordinator, Community Development Department



# City of San Leandro

Meeting Date: July 15, 2013

## Resolution - Council

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**File Number:** 13-354

**Agenda Section:** CONSENT CALENDAR

**Agenda Number:**

**TO:** City Council

**FROM:** Chris Zapata  
City Manager

**BY:** Cynthia Battenberg  
Community Development Director

**FINANCE REVIEW:** David Baum  
Finance Director

**TITLE:** ADOPT: Resolution Authorizing the City Manager to Execute a Consulting Services Agreement with TruePoint Solutions, Inc. for Migration and Configuration of the Tidemark Permitting Software System to Accela Automation/Civic Cloud in the Amount of \$208,900 (upgrades the system used to calculate permit fees, issue permits, maintain permit and inspection history, and schedule inspections)

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WHEREAS, a draft agreement between the City of San Leandro and TruePoint Solutions, Inc. has been presented to this City Council; and

WHEREAS, the City Council is familiar with the contents thereof; and

WHEREAS, the City Manager recommends approval of said agreement.

NOW, THEREFORE, the City Council of the City of San Leandro does RESOLVE as follows:

1. That said agreement substantially in the form presented is hereby approved and execution by the City Manager is hereby authorized; and
2. That the City Manager is authorized to make non-substantial revisions to said agreement, subject to the approval of the City Attorney; and
3. That an original executed agreement shall be attached to and made a part of this resolution.

**CONSULTING SERVICES AGREEMENT BETWEEN  
THE CITY OF SAN LEANDRO AND  
TruePoint Solutions, LLC**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and TruePoint Solutions, LLC ("Consultant") (together sometimes referred to as the "Parties") as of July 1, 2013 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2014, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed \$209,000.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions

and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

**2.3 Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

**2.4 Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

- 2.6 **Reimbursable Expenses.** Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.**

- 4.1.1 **General Requirements.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory



Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

**4.1.2 Submittal Requirements.** To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

## **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.** Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional Requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation
- d. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

**4.2.4 Submittal Requirements.** To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

### **4.3 Errors and Omissions Liability Insurance.**

**4.3.1 General Requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement errors and omissions liability insurance for performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-Made Limitations.** The following provisions shall apply if the errors and omissions liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

**4.3.3 Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy.

**4.3.4 Submittal Requirements.** To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

#### **4.4 All Policies Requirements.**

**4.4.1 Acceptability of Insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of Coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

**4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**4.4.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

**4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which

are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this Agreement.

**Section 6. STATUS OF CONSULTANT.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

**7.1 Governing Law.** The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

**7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors

shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

**7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## **Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
  - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
  - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
  - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties.

- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

**10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.** This Agreement shall be administered by William Schock , Chief Building Official ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.** Any written notice to Consultant shall be sent to:  
Kent Johnson, CEO  
3262 Penryn Road, Suite 100-B  
Loomis, CA 95650

Any written notice to City shall be sent to:  
City of San Leandro  
Attn: William Schock  
835 E. 14<sup>th</sup> Street  
San Leandro, CA 94577

With a copy to:  
City of San Leandro  
Department of Finance  
c/o Purchasing Agent  
835 East 14<sup>th</sup> Street  
San Leandro, CA 94577

**10.11 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

- Exhibit A            Scope of Services
- Exhibit B            Compensation Schedule & Reimbursable Expenses
- Exhibit C            Indemnification



**10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

**10.14 Certification per Iran Contracting Act of 2010.** In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

**SIGNATURES ON FOLLOWING PAGE**

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CONSULTANT

\_\_\_\_\_  
Chris Zapata, City Manager

\_\_\_\_\_  
**Kent Johnson, CEO**

Attest:

\_\_\_\_\_  
Marian Handa, City Clerk

Approved as to Fiscal Authority:

\_\_\_\_\_  
David Baum, Finance Director

\_\_\_\_\_  
Account Number

Approved as to Form:

\_\_\_\_\_  
Richard D. Pio Roda, City Attorney

2097709.1

**EXHIBIT A**  
**SCOPE OF SERVICES**

# Scope of Work for the Accela Automation Tidemark Upgrade

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June 2th 2013

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## OVERVIEW

This Statement of Work ("SOW") sets forth a scope and definition of the professional services to be provided by TruePoint Solutions ("TruePoint Team") for the City of San Leandro ("City").

## SERVICES DESCRIPTION

### PURPOSE

The Accela - Tidemark Advantage products will be upgraded to the Accela Automation (AA) Land Management module and the current version of Accela GIS and Accela Citizen Access. The functionality currently implemented via the Tidemark Advantage Products will be migrated to the AA products, and enhanced functionality newly available in AA will be implemented where appropriate. The Accela Data Mapping tools that facilitate the conversion from the Tidemark schema to the AA schema will be utilized.

Accela Automation Land Management module, Accela GIS, Accela Mobile Office and Accela Citizen Access, will be implemented for the City to meet defined requirements within the current software functional capabilities. The TruePoint Team will deliver its Services throughout the Implementation Lifecycle and in the form of Tasks described in the Work Description section(s). Multiple tasks will be associated to the 6-Project Stages as defined in Section "Accela Implementation Methodology."

### PROJECT ASSUMPTIONS

- City and TruePoint Team will review their responsibilities before work begins to ensure that Services can be satisfactorily completed.
- City personnel will be heavily involved in the setup and configuration processes.
- City will provide TruePoint Team with access to its equipment, systems, and personnel to the extent needed to complete the defined Services.
- City will provide work space for the TruePoint Team for work completed on City premises.
- City will maintain primary responsibility for the scheduling of City employees and facilities in support of project activities.
- City will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all required Accela software that is not hosted by Accela.
- For use with Accela Citizen Access, City will provide/purchase/acquire an online merchant account and all related hardware required by the merchant account provider for the handling of credit cards and/or checks
- TruePoint Team will implement the most current version of Accela Automation at the time of the contract signing
- Change Order process: Should the City identify additional work as a part of this engagement, at any point during the project duration, or if additional hours are necessary to complete the task(s) as described and estimated in this SOW, the TruePoint Team will issue a Change Order to reflect the additional costs (if any) associated with the change for review and approval by the City. No additional work will be undertaken without prior consent of the City. See Appendix SOW-A for the Change Order template. If hours are available from tasks that are complete those hours can be used on other tasks with the prior consent of both parties.

## CRITICAL SUCCESS FACTORS

In order to successfully execute the services described herein, there are several critical success factors for the project that must be closely monitored. These factors are critical in setting expectations between the City and TruePoint Team identifying and monitoring project risks, and promoting strong project communication.

- **Knowledge Transfer** - While the TruePoint Team cannot guarantee specific expertise for City staff as a result of participating in the project, the TruePoint Team will make all reasonable efforts to transfer knowledge to the City. It is critical that City personnel participate in the analysis, configuration and deployment of Accela Automation in order to transfer knowledge to the City. After the post production assistance tasks are completed by the Accela services team, the City will be responsible for supporting Accela Automation. The City will receive basic support thru the Accela Customer Research Center(CRC). This support will be defined in more detail in your Maintenance agreement. The City will also have the option to purchase additional services thru Accela or TruePoint.
- **Dedicated City Participation** – The TruePoint Team fully understands that City staff members have daily responsibilities that will compete with the amount of time that can be dedicated to the Accela Automation implementation project. However, it is critical that the City acknowledges that its staff must be actively involved throughout the entire duration of Services as defined in the Project Plan.

## SCHEDULE

Upon execution of this SOW, both parties will subsequently collaborate to determine a start date for Services to be rendered. Upon initiation of these Services, the Project Manager will work with the City to collaboratively define a baseline project schedule. Given the fact that project schedules are working documents that change over the course of the project, the Project Manager will work closely with City to update, monitor, agree, and communicate any required changes to the project schedule.

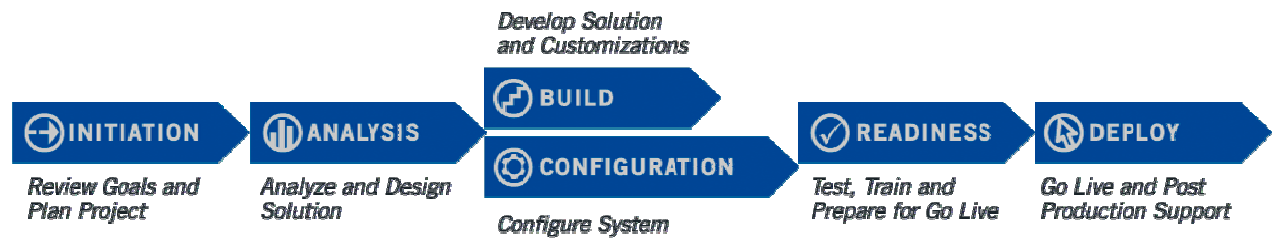
## ACCELA AUTOMATION IMPLEMENTATION PROCESS

The TruePoint Team is committed not only to providing a superior software solution for the City's current and future needs, but also to assist the City in the successful implementation and deployment of the solution. The TruePoint Team has over 25 years of providing permitting systems for the public sector and is the only vendor in this market to have successfully installed and deployed a true 3-tier web-based solution.

The TruePoint Team will work with City staff to optimize Accela's portfolio of software, and the customer experience to enable the City to successfully deploy its Accela Automation solution and meet its functionality, timing and cost requirements.

This is a fixed price project with a projected/estimated number of hours (1,264 hrs.). The hourly rate for the Professional Services provided in this SOW is \$150 per hour. The total cost for the Professional Services and travel expenses described herein are estimated at \$198,700. Professional Services will be invoiced monthly as services are delivered. Travel related expenses will be invoiced monthly as incurred. The TruePoint Team will communicate with the City Project Manager on a task by task basis to ensure there are no surprises when it comes to the actual hours worked and billed as the project progresses.

The following diagram depicts the implementation process, broken down into six project stages:



## SCOPE OF SERVICES

This project will use a joint team approach to collaboratively configure and implement the Accela Automation software. The system will be implemented using a combination of resources from the City and TruePoint Team. This will ensure the City is prepared to maintain the system going forward by having hands on experience during the configuration. The following sections describe the proposed implementation services for the City in detail. The project will include the following City departments, Accela modules and add-on products:

### City Departments

- Building
- Planning
- Engineering

### Accela Products

- Accela Automation; Land Management Module
- Accela Citizen Access
- Accela GIS
- Accela Mobile Office

## INITIATION

### PROJECT INITIATION

During the Project Initiation stage, the TruePoint Team will create a project plan with a critical path summary, as well as review, in conjunction with the City project staff, all project milestones and deliverables that detail the effort described for this engagement. The draft of the project plan will be incorporated into a Master Project Plan that will be maintained by the TruePoint Team and the City.

A Project Kickoff meeting will also take place during this project stage.

The TruePoint Team will provide up to 16 hours of services from the Project Initiation cost category

### ACCELA HOSTED SITE SETUP AND INSTALLATION

Accela will setup an Agency for the City on the Accela Hosted site in the PRODUCTION and SUPPORT environments.



## PROJECT MANAGEMENT

The TruePoint Team will perform project management services needed to plan and monitor execution of the project in accordance with deliverables outlined in the Scope of Work. To support the implementation of the Accela Automation solution at the City, The TruePoint Team will provide up to 100 hours of Project Management services throughout the project. Generally these services include the following:

- Project Initiation
- Change order management
- Issue log management and escalation
- Resources management
- Meetings management

Project Management tasks will be shared between the TruePoint Team Project Manager and the City Project Manager. A project plan will be maintained and monitored using Microsoft Project.

## ANALYSIS

### CONFIGURATION ANALYSIS

During the Configuration Analysis stage, The TruePoint Team will conduct interviews with key representatives from City offices involved in the permitting processes for each department. The Configuration Analysis will document the current permitting processes in the Tidemark System. The TruePoint Team will gather requirements from the City and make recommendation where appropriate. Recommendations would focus on ways to leverage the business processes, workflows, and technologies available in Accela Automation that currently do not exist in Tidemark.

During these configuration analysis workshops The TruePoint Team will:

- Review and chart each business process as a basis for configuration in Accela Automation's workflow tool, including notifications, holds and conditions.
- Review and document intake requirements, forms, and data fields for each permit/business process type
- Collect and document output requirements (documents/letters/reports).
- Collect and document fees, fee schedules, and collection procedures for each permit/business process type
- Collect and document all required inspections, prerequisites, and inspection result options for each permit type

The TruePoint Team will develop specific System Configuration Documentation for all record types that will be configured in Accela Automation. The TruePoint Team will provide up to 220 hours from the Configuration Analysis cost category.

The Configuration Document will fully define:

- Record Types
- Record Type Masks
- Record Specific Data elements
- Intake Forms
- Record Statuses
- Workflows
- Fees

- Fee Schedules
- Fee Calculations
- Account Codes
- Inspections
- Inspection Results

The completed configuration document will be delivered to the City as a final deliverable from this project phase.

City Responsibilities:

- Arrange for the availability of appropriate technical computing environment and system analysts to support the Configuration Analysis activities.
- Make available the appropriate City key users and content experts to participate in the Configuration Analysis and verify the accuracy of the documented workflows, input/output formats, and data elements.
- Provide information and data in the formats specified that will be needed for system setup and application configuration.

The Configuration Analysis Document will be accepted when the TruePoint Team and the City agree that each business process has been appropriately documented in the configuration document. Acceptance must be completed prior to beginning System Configuration.

## CONFIGURATION

### SYSTEM CONFIGURATION

The TruePoint Team will provide professional services to configure Accela Automation in accordance with requirements established and agreed upon during the System Configuration Analysis effort. Based on the System Configuration Document, the TruePoint Team will configure the Record types in Accela Automation. The TruePoint Team will involve City staff in the configuration of the required Record types as part of the Accela Automation Administration training. Event Scripts will also be discussed and addressed as part of the configuration task.

A typical use of an Event Scripts would include batch routines for processing expired building permit renewals, auto population of fees, automatically updating the workflow based on some other action like a completed final inspection and sending notification emails based on rules built in the system. Final requirements for scripts will be determined during Business Analysis.

Each Record type developed will include all associated workflows, fees, inspections, conditions and other key system features in support of City requirements. Specific Record types to be developed will be determined during the System Configuration Analysis.

The deliverable from the System Configuration will be Accela Automation system configured in accordance with the System Configuration Document specifications. The TruePoint Team will provide up to 280 hours from the configuration cost category and an additional 60 hours for event script creation.

Once the base configuration is in place the TruePoint Team will create an administrator and daily user console to be used during testing. City staff will be trained and responsible for creating users, user groups, consoles, customized portlets, customized ASI from layouts, and expression editor rules as needed for their configuration.

#### City Responsibilities:

- Identify and make available staff members who will work with the TruePoint Team through this process and take responsibility for providing information for and validating the Record types to be configured.
- Arrange the time for qualified decision makers and business experts for the design review/configuration analysis sessions that are critical to project success.
- Unit testing and final system testing of the configuration.

The City will test the configured system for purposes of validating the Record types configured. The records will be accepted when the TruePoint Team and the City agree that all requirements, objectives, and scope have been appropriately defined in each Record type per the configuration document. Acceptance will also be based on the City's assessment that the transfer of knowledge on configuration functionality and techniques was adequate for City IT staff to perform configuration activities on their own.

## **BUILD**

The Build stage includes development of a Parcel and Owner interface from outside sources, Tidemark conversion, development of Event Scripts to automate business processes and the installation and configuration of Accela add-on products.

### **ADDRESS, PARCEL AND OWNER INTERFACE**

The TruePoint Team will deliver and provide instructions on a interface to populate Address, Parcel and Owner (APO) information. This project task is expected to not exceed 8 hours from the APO Interface cost category.

- The City will create a flat file in the standard Accela format for APO data that is compatible with the Accela standard staging tables, which TruePoint will use to update the Accela reference data. This process can be set up to run occasionally after the implementation in corporation with the Accela Customer Resource Center.
- In addition to the standard data fields the City may choose to add additional parcel attributes to the parcel data in the Land management system. These will be defined as part of the business analysis process.

#### City Responsibilities:

- Allocate the time for qualified business and technical experts for the interface requirements sessions that are critical to the project success.
- Provide data in the format specified by Accela.
- Assist in the interface/data mapping process.
- Ensure that the data populates successfully according to the interface requirements document.
- Allocate the time for qualified personnel to test the interface for acceptance

The APO interface will be accepted when the City agrees that all data is being created or updated successfully.

## **TIDEMARK CONVERSION**

The conversion of historic data from the existing database is one of the most significant aspects of a project when migrating from one system to another. The required data mapping effort will be conducted by the TruePoint Team working directly with City personnel. Once the data mapping has been defined, The TruePoint Team will ask that a representative of the City sign off on the data maps. The TruePoint Team will load the data based upon the data maps specification provided by the City using the standard Tidemark to Accela Automation tool. The TruePoint Team will be responsible for the data conversion programs to load data to the Accela Automation database in the Support

and Production Environment. The TruePoint Team will provide up to 240 hours of data migration efforts for the conversion process from the Tidemark conversion cost category.

The Conversion task will be accepted when the TruePoint Team and the City agree that each of the conversion routines have been tested and are working properly.

A final conversion will also be run over the go live weekend.

## REPORTS DEVELOPMENT

There are 40 hours budgeted for the creation of a customized reports. The TruePoint Team will create as many reports as possible for this budget but will also focus on providing assistance to City staff on creating reports. TruePoint will provide the access to any reports from our report library. Basic training on the database schema and report creation techniques will be covered in the training budget.

## FINANCIAL EXPORT TO EDEN

There are 16 hours budgeted for the creation of a customized reports to export data to a flat file format for the Eden financial system. This export will provide payment data by date range with account code information for all fees.

## ADD-ON PRODUCT - ACCELA CITIZEN ACCESS

The TruePoint Team will work with City staff to configure the Accela Citizen Access add-on module. The TruePoint Team will provide up to 40 hours from the Accela ACA cost category.

The TruePoint Team will deliver and configure the Accela Citizen Access module and work closely with City staff to configure one Citizen Access site. Citizen Access will extend certain aspects of the internal Accela Automation configuration for use by the general public. Features available for configuration include:

- Inspection Request
- Inspection Results
- Status Tracking

### City Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule
- Prepare the hardware, software and network in accordance with the specifications provided by Accela
- Provide information on the services and selected Record Types that the City desires to offer via Accela Citizen Access

### Acceptance Criteria:

Acceptance will require the successful demonstration of the ACA module within the Accela system to City.

## ADD-ON PRODUCT - ACCELA GIS

The TruePoint Team will install and configure Accela GIS to link and leverage existing City GIS coverage information, including assistance with establishing the map service to be used in conjunction with Accela GIS The TruePoint Team

will provide up to 32 hours from the Accela GIS cost category. The City will work with Accela IT staff to establish a VPN tunnel between the City and the Accela Hosted site for Accela GIS.

City/City Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Provide people and physical resources based on the dates outlined in the project schedule.
- Provide information and data in the formats specified by Accela that will be needed for the GIS implementation.

Acceptance Criteria: Acceptance will require the successful demonstration of the GIS module within the Accela-system to City/City.

## ACCELA MOBILE OFFICE

There are a total of 32 hours budgeted for the Accela Mobile Office setup.

TruePoint will install the Accela Mobile Office application. As part of this deliverable the TruePoint team will perform the configuration tasks required to ensure Accela Mobile Office interfaces with Accela Automation in both a Test and Production environment.

Accela Mobile Office will enable a City inspector to perform the following activities:

- Result inspections in either store/forward or Mobile Office mode for Application Types
- Print violation reports in the field

To support these activities TruePoint will provide the following services:

- Install Accela Mobile Office
- Assist in the configuration of the system for use in conjunction with the City's selected field printing device and develop 1 custom report for printing in the field.

Agency Responsibilities:

- Arrange for the availability of appropriate people for the system installation, setup, testing, and quality assurance throughout the setup process
- Order and procure necessary hardware, non-Accela systems software, and networking infrastructure as specified.
- Provide people and physical resources based on the dates outlined in the project schedule.

Acceptance will require the successful demonstration of the implemented module within the Accela system to the Agency.

## READINESS

### USER ACCEPTANCE TESTING

This task is to test that the configured solution meets the agreed to solution as defined in all other tasks above. The TruePoint Team will provide assistance to the City as needed by providing UAT support and facilitating UAT completion. The TruePoint Team will provide up to 80 hours for this task.

City Responsibilities:

- Provide timely and appropriate responses to Accela's request for information
- Make available the appropriate City key users and content experts to participate in user acceptance testing as defined and managed by City
- City intends to utilize the Use Cases documented in each System Configuration Document Deliverable as the basis for the acceptance of this Deliverable.

This task will be accepted when City agrees that the configured solution meets the agreed to solution as defined in the configuration document.

The City will use the Configuration Document as the main baseline for testing. Sample Tidemark cases should also be defined as test cases to be manually created in Accela. This is a common best practice for verifying fee totals are consistent to results from Tidemark.

## TRAINING

**Administrative and Train the Trainer Training:** The TruePoint Team will provide up to 52 hours of on-site and/or remote WebEx training sessions for the following areas: Daily Activities, Administrator, Event Scripting, Report Schema, and System Maintenance. Training hours will be distributed among the training categories as mutually agreed by the TruePoint Team and the City project stakeholders. Training will be train-the-trainer or actual administrator training depending on the class. The City Project Manager will identify those individuals to be trained in each of the above categories. These training classes will be scheduled throughout the implementation process as appropriate.

A possible breakdown of the training activities could be:

Class Title & General Components	Class Length	Recommended Participants
Core Team Introduction to Accela	1 days	Core implementation Team
System Administration Training including basic ESME	2 days	System Administrators
Report Writing for Accela Automation	1 days	Report Writers
Accela Citizen Access Admin	.5 day	System Administrators
Accela GIS Admin	.5 day	System Administrators
Accela AMO Training	.5 day	Inspectors
Train the Trainer Training	1 days	City Trainers

The TruePoint Team and City Responsibilities:

- Properly select and prepare the power-users who will be participating in the training and subsequently training end users.

- Arrange the time and qualified people for the training who are critical to the project success.

## DEPLOYMENT

### PRODUCTION GO LIVE SUPPORT

Production is defined as the first production use of the system. The TruePoint Team will be on site during the cutover process and provide up to 48 hours of support for the City end users and project team.

At the end of the support period, a formal meeting will be scheduled with the Agency, Accela Services Team, and Accela CRC for the purpose of transitioning support of the Agency to Accela CRC.

## PROJECT RESOURCES AND LOCATION OF WORK

### WORK LOCATION

Services contracted for under this Scope of Work may be performed remotely and/or at the City on-site facilities as deemed appropriate and reasonable for the successful completion of the Services detailed herein. When on-site activities are required at the City, the Project Manager will coordinate with the City Project Manager to secure suitable accommodations to meet the specific engagement requirements. It is anticipated the TruePoint Team will require, at minimum, facilities to accommodate on-site System Configuration Analysis and Training. The TruePoint Team will also require Internet access during on-site configuration efforts that will occur during the course of the project.

### ACCELA AND TRUEPOINT RESOURCES

Accela and TruePoint will assign key Professional Services resources for this engagement with the City. These individuals are well versed in the Accela Automation application, and are well qualified to lead this effort. It should be understood that Accela/TruePoint, at its sole discretion, with appropriate notice to the City, may choose to augment or replace individuals on this team with other qualified team members at any time during the course of this effort. The Project Manager shall assume full responsibility for the coordination of this team and its interaction with key City resources assigned to the effort

### CITY RESOURCES

The City will provide the following personnel to work together with the TruePoint Team to deliver the Services as presented in this document, and make additional personnel available as necessary to ensure the success of this engagement. Additionally, the City should identify one or two users of the new system to be trained as administrators or "power users."

The following list identifies functional roles required by this project, along with a brief description of their anticipated contribution to the project's success. We suggest that you make the following appointments and share the outlined duties with the appropriate appointee. It is critical to the success of your implementation that the team members chosen be available during the implementation cycle, and schedule the time needed to participate fully in the planning and configuration processes.

#### **Project Sponsor**

Responsibilities include the following:

- Ultimate responsibility for the success of the project
- Creating an environment that promotes project buy-in

- Driving the project through all levels of the City
- High-level oversight throughout the duration of the project

### **Project Manager**

Responsibilities include the overall administration, coordination, communication, and decision-making associated with the implementation.

- Planning, scheduling, coordinating and tracking the implementation with the TruePoint Team and across the departments within the City
- Identifying and recruiting the in-house project implementation team
- Attending the initial workshop training
- Ensuring that the project team stays focused, tasks are completed on schedule, and that the project stays on track

### **Departmental Representatives**

A user representative for each affected department should be appointed. These critical appointments may well determine the success of the Accela Automation implementation.

The departmental representative(s) should have a clear understanding of all the business processes that Accela Automation will affect within their department, and how those business processes cross-departmental boundaries. Ideally, they will have been involved in the initial purchasing decision and have a solid understanding of how the Accela Automation system will interact with departmental business processes. They will be the initial contact person within a department for all Accela Automation issues before, during, and after the implementation. These individuals should be able to make solid business decisions, and have a vested interest in the success of the implementation of the system. Additionally, the ability to effectively communicate with their peers and the project team will be essential. Confidence that the right decisions are being made will promote acceptance by the general user community.

Schedule flexibility will be expected of the departmental representatives, as there will be crucial periods in the implementation process that will require dedicated time.

Responsibilities include:

- Attending the project kick-off
- Willing and able to gather data and make decisions about business processes
- Assisting in creating the specifications for custom modifications
- Reviewing and testing the completed modifications

Recommended Requirements:

- Clear understanding of the user's perspective and needs
- Clear understanding of the current business processes



## INVOICES AND PAYMENT

Invoices will be provided to the City at the end of each month for services provided and approved on project tasks that month. Total billing for each task cannot exceed the total amounts listed for each task without an agreed upon change order by all parties.

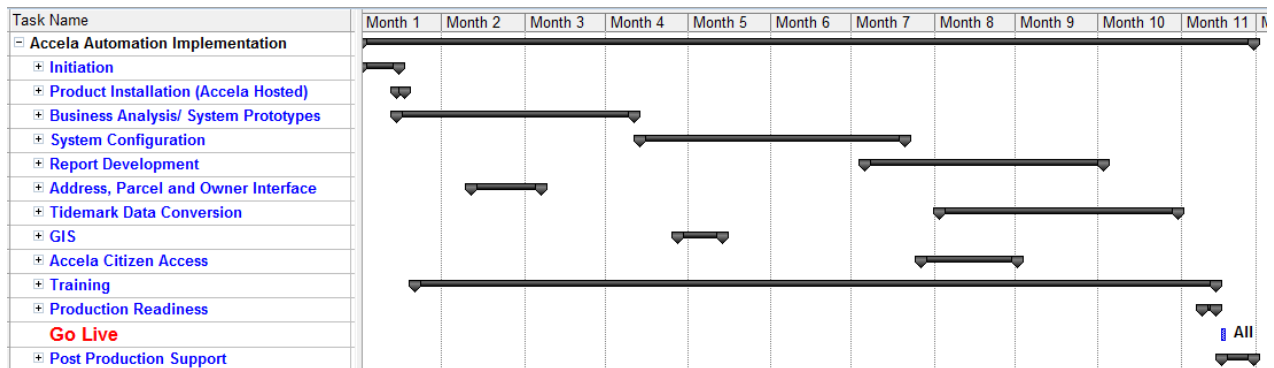
Final Budget numbers when agreed to will go here....

## EXPENSES

All out-of-pocket travel & lodging expenses incurred by TruePoint and Accela resources in the performance of this Scope of Services will be reimbursed by the City as incurred. Out-of-pocket travel and living expenses include but are not limited to airfare, transportation, lodging, parking, and meals. The travel and expenses budget for the project is \$ 9,100.

## PROPOSED PROJECT DURATION

The expected duration of the project will be about 11 months. A generic timeline for major tasks could follow the durations below.



**EXHIBIT B**  
**COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES**

<b>Assumes 10 month discounted implementation - for Upgrade from Tidemark to Accela Automation</b>				
<b>Task</b>	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Project Management	100	\$150	\$15,000	Basic Project management for the duration of the project
Project Initiation	16	\$150	\$2,400	Kickoff meeting and timeline
Installation	0	\$150	\$0	Subscription will be setup by Accela
Configuration Analysis	220	\$150	\$33,000	Business analysis for Building, Planning, Engineering
System Configuration	280	\$150	\$42,000	Best practice configuration based on business analysis
Event Script Automation	60	\$150	\$9,000	Basic Event Scripting
Address Parcel and Owner Interface	8	\$150	\$1,200	City will code address, parcel and owner interface using the Accela import tool with basic assistance
Financial Export to Eden	16	\$150	\$2,400	Price assumes Eden export we created for other clients will be used
Tidemark Conversion to AA	240	\$150	\$36,000	
Report Creation	40	\$150	\$6,000	mentoring for report creation. City will be responsible for creating most reports
Accela Citizen Access Configuration	40	\$150	\$6,000	Standard ACA configuration for Inquiry and Inspection Scheduling
Accela GIS Configuration	32	\$150	\$4,800	Configuration and basic training for Accela AGIS
Accela Mobile Office	32	\$150	\$4,800	Setup for Accela Mobile Office
Training	52	\$150	\$7,800	Basic Admin and Train the Trainer training
User Acceptance Testing / Go Live Prep	80	\$150	\$12,000	
Go Live Support	48	\$150	\$7,200	On-site support for go live
<b>Service Totals</b>	1,264		\$189,600	
<b>Travel Expenses</b>	<b>Trips</b>	<b>Trip Costs</b>	<b>On-site days</b>	<b>Per Day</b>
	16	\$100	50	\$150
<b>Expense Totals</b>				\$9,100
<b>Total Project Budget</b>				\$198,700
<b>Optional</b>				
Integrate Accela to Laserfiche	74	\$150	\$11,100	
ACA Permit Issuance On-Line	68	\$150	\$10,200	Adding the ability to ACA to apply for, pay and issue and print over-the-counter permits online
			\$ 10,200	
<b>GRAND TOTAL</b>			\$208,900	<b>Total Project Budget + Options</b>
<b>Note:</b> I am not adding additional budget for ATC. I think Laptops with AMO can be used to collect data in a disaster event. This is something we can explore more but I won't add additional budget at this time.				

## EXHIBIT C

### INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.