



TO THE HONORABLE MAYOR AND COUNCIL:

DATE: January 14, 2014

SUBJECT: APPROVE A ONE-YEAR PROFESSIONAL SERVICES AGREEMENT WITH TRUEPOINT SOLUTIONS, LLC TECHNICAL STAFFING PROVIDER AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT (ENTERPRISE SEWER FUNDS)

Report in Brief

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.

The proposed agreement is for a one-year term at a not-to-exceed amount of \$110,000. The technical personnel provided to the City under the proposed agreement 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 IT management staff. The work done by TruePoint Solutions under this contract will support the City's sewer program.

Background

The IT Department uses technical professional service providers 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 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.

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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 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.

Discussion

Staff proposes entering into a Professional Services Agreement in support of the Information Technology Department with TruePoint Solutions, LLC to provide technical staffing and consulting as discussed below. The term of the proposed agreement is January 15, 2014 through January 14, 2015. The City currently contracts staff from TruePoint Solutions, LLC, an Accela certified partner, to provide specialized high level software implementation and integration technical support skills. This includes system setup and configuration for Accela Automation, an enterprise-wide software program of the City's.

Planned assignments under this agreement will include analysis, configuration and programming of Accela Automation Asset Management System as a replacement for GBA Master Series for Concord's sewer infrastructure management. TruePoint Solutions, LLC will also be performing recorded video import/export analysis, configuration and interface development between Accela Automation Asset Management System and the Sewer van television camera sewer inspection system. This provides historic visual records of sewer main and lateral inspections, allowing Public Works to more effectively troubleshoot sewer issues and plan sewer maintenance. Staff is proposing to complete this work within calendar year 2014.

The proposed contract amount of \$110,000 provides funding for planned system implementation and support needs for known and planned projects, and also allows flexibility to address project needs or emergency situations.

Fiscal Impact

Funding for the proposed agreement in a not-to-exceed amount of \$110,000 is included in the Information Technology 2013/2014 approved Capital Improvement Project budget funded with Public Works enterprise sewer funds.

Public Contact

Posting of the City Council Agenda

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Recommendation for Action

Staff recommends that the City Council approve a Professional Services Agreement with TruePoint Solutions, LLC to provide technical support to the Information Technology Department for a one-year period January 15, 2014 to January 14, 2015 with no option to renew in an amount not to exceed \$110,000 and to authorize the City Manager to execute the agreement. (Enterprise Sewer Fund)

Prepared by: Tim Stuart
Interim Information Technology Manager
Tim.Stuart@cityofconcord.org

Reviewed by: Tom Kuhlman
Interim Director of Information Technology
Tom.Kuhlman@cityofconcord.org

Reviewed by: Scott P. Johnson
Assistant City Manager
ScottP.Johnson@cityofconcord.org



Valerie J. Barone
City Manager

Valerie.Barone@cityofconcord.org

Attachment 1: TruePoint Solutions, LLC Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

Attachment No. 1

1 THIS AGREEMENT ("Agreement") is entered into on January 15th, 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 January 14, 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 January 15th, 2014 and expire on January
13 14th, 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 One
21 Hundred Ten Thousand dollars (\$110,000) for the term of this Agreement. Any Amendment to this
22 Agreement that includes an increase to this compensation amount shall be made in accordance with
23 Section 5 below.

24 CONSULTANT may submit monthly statements for services rendered; all statements
25 shall 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:

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
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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
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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

10
11
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.

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 Enterprise Sewer / Accela Asset Management System Implementation Scope of Work:

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

- Phase 1 – Asset Management System Build-out, Sewer
 - Project Management
 - Analysis and Configuration
 - Event Script Development
 - Training
- Phase 2 – TV Import / Exports
 - Project Management
 - Analysis and Configuration
 - Interface Development
- Phase 3 – Lucity Conversion
 - Project Management
 - Analysis and Configuration
 - Conversion