

**REPORT TO MAYOR AND CITY COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: May 12, 2015

SUBJECT: ADOPTING RESOLUTION NO. 15-32 ACCEPTING \$350,325 IN NONRECURRING REVENUE AND APPROPRIATING \$188,500 FOR FINANCE EXPENDITURES AND \$28,100 FOR COMMUNITY AND ECONOMIC DEVELOPMENT EXPENDITURES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ANNE MAZE, INC. IN THE AMOUNT OF \$99,000 IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF FINANCIAL AND BUSINESS PROCESSES IN THE ACCELA PERMITTING SYSTEM (GENERAL FUNDS)

Report in Brief

As part of the City's implementation of the Accela Permitting System, the Finance department, in conjunction with the Community and Economic Development and Information Technology departments, has been reviewing financial and business processes to ensure proper accounting of the transactions flowing through the system and to ensure useful reporting and proper procedures are developed.

In order to maximize the financial capabilities of this system, A. Maze, Inc., was engaged by the City in July 2012 for the development, testing and implementation of financial and business processes. A major function of the Accela Permitting System, as it relates to Finance, is to capture and track developer deposit liabilities associated with permits. Such liabilities were manually tracked in spreadsheets prior to the implementation of Accela. The Accela system has the capability to streamline this process, greatly increasing efficiencies with respect to recording associated revenue and refunding unused balances in a timely basis. The initial work reconciling the prior developer deposits tracked in spreadsheets is complete.

The next phase to develop and implement sound financial reporting and business practices to prevent a backlog of unreconciled developer deposits in the future is underway. Additional funding is requested to be appropriated from the nonrecurring revenue received from the developer deposit reconciliation during fiscal year 2014/15 to fund a new contract with A. Maze, Inc. and the limited service position that has been assisting with this project. A. Maze, Inc. and the limited service employee have gained Accela specific knowledge from the deposit liability reconciliation process which is essential to developing business practices that will maximize the efficiencies in the current set-up of the Accela system. The business practice development is expected to be complete during the summer of 2015.

ADOPTING RESOLUTION NO. 15-32 ACCEPTING \$350,325 IN NONRECURRING REVENUE AND APPROPRIATING \$188,500 FOR FINANCE EXPENDITURES AND \$28,100 FOR COMMUNITY AND ECONOMIC DEVELOPMENT EXPENDITURES; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ANNE MAZE, INC. IN THE AMOUNT OF \$99,000 IN CONNECTION WITH THE DEVELOPMENT AND IMPLEMENTATION OF FINANCIAL AND BUSINESS PROCESSES IN THE ACCELA PERMITTING SYSTEM (GENERAL FUNDS)

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Background

A. Maze Inc. has been providing project specific services to the Accela System implementation team to ensure that the Permitting System accurately integrates with the City's financial systems and that the business process is efficient and streamlined. In addition to the core business functionality of the City's permitting system, the Accela system is being utilized to capture and track deposit liabilities associated with permits, which were manually tracked in spreadsheets prior to the implementation of Accela. The use of the Accela system for these deposits enables the Community and Economic Development Department to actively manage the deposits, greatly increasing the efficiency with respect to recording associated revenue and refunding unused balances on a timely basis.

To assist A. Maze Inc. in the deposit reconciliation, one limited services employee has been assigned to research the historical details of each deposit and to validate the refunding of developer deposits and the recognition of nonrecurring revenue.

The initial phase of work was to reconcile manual developer deposit worksheets that were previously used to track these liabilities and to ensure proper beginning balances were loaded into the Accela Permitting System. This reconciliation project was completed in April 2015 and resulted in the reconciliation of 705 deposits. Over the life of this project, \$1,929,510 has been recognized as City revenue. This nonrecurring revenue is attributable to revenue earned by the City (primarily through City staff time and other associated project costs) but unrecorded as revenue at the time that it was earned. During fiscal years 2012-13 and 2013-14, Council accepted and appropriated \$1,438,104. Now that the historical data has been reconciled and populated into Accela, staff is recommending A. Maze Inc. develop standard operating procedures (SOPs) for use by staff to support timely reconciliations of the deposit liabilities and proper accounting of the permitting systems transactions, eliminating the need for this type of reconciliation process in the future. The benefit to the City in doing this is that revenue will be realized in the year it is earned and money that must be refunded to developers will be refunded in a timely manner.

Discussion

By enhancing the reporting capabilities of the Accela system and developing financial and business SOPs for staff to follow, City staff will be able to keep current with the reconciliation process and monitoring of the accuracy of data posted to the City's financial software system (Lawson). Specifically, this phase of work will include the development of an administrative directive to document the City's SOPs on accepting, monitoring and refunding future developer deposits.

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Staff recommends maintaining the limited services position through June 30, 2015 to assist A. Maze, Inc. in the development of financial and business procedures to ensure the continued monitoring and correct posting of permitting data into the Accela system. The entire project—completion of the developer deposit reconciliation process and establishment of best practices for using Accela to manage this system going forward—will be complete during the summer of 2015. Once complete this project will represent a significant enhancement to the City's customer service, fiscal practices, and use of technology to support the business operations of the City. All three are Adopted Areas of Focus for the Council.

A portion of the funds from the nonrecurring revenue received in FY 2014-15 (\$350,325) are requested to pay for both hours spent by the limited service employee as well as the new scope of work in the A. Maze Inc. contract. Funding for the new scope of work in the A. Maze Inc. contract is requested in the amount of \$99,000.

The appropriation requested for the limited services employee is \$42,600, of which, \$28,100 is to be allocated to the Community and Economic Development budget to fund the work provided during fiscal year 2014/15 to complete the developer deposit reconciliation and \$14,500 to the Finance budget to fund the services provided in the development of the administrative directive.

In addition, funding from the developer deposit reconciliation process is also requested for the second contract amendment approved by Council on May 27, 2014 but not encumbered in FY 2013-14. The work associated with this contract amendment was performed in fiscal year 2014-15; however, the budget amendment approved by Council was added to the Finance budget in the previous fiscal year (2013-14). As the funding was not spent nor encumbered in fiscal year 2013-14, the additional budget was released back to the general fund at the close of that fiscal year. Funding is still required in fiscal year 2014-15 to cover these expenditures; therefore, it is requested that \$75,000 from the nonrecurring revenue realized in fiscal year 2014-15 be appropriated toward this contract expenditure.

Fiscal Impact

City Council is requested to accept \$350,325 in nonrecurring revenue and appropriate \$216,600 of the nonrecurring revenue as follows:

- \$99,000 to the Finance Department's Contract Services budget to cover the cost of the proposed A. Maze, Inc. agreement.
- \$75,000 to fund a prior year Council approved request to amend the A. Maze, Inc. contract to continue progress on the developer deposit reconciliation process (contract amendment approved by Council on May 27, 2014, appropriation of funds needed for the 2014/15 fiscal year)

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- \$42,600 to cover the costs of one limited service employee dedicated to the reconciliation of deposit liabilities and to the development of business processes for the collection and monitoring of developer deposits in Accela so that Accela can be used as a tool to track the developer deposits and their status and the City does not have a significant backlog of these funds again in the future. The limited service employee's funding shall be allocated as follows: \$28,100 to the Community and Economic Development's personnel budget and \$14,500 to the Finance Department's personnel budget.

After the close of the current fiscal year, Staff will report on the remaining nonrecurring revenue received during fiscal year 2014-15 (\$133,725) and seek City Council approval to appropriate the residual funds, in accordance with the Fiscal Sustainability Ordinance.

Public Contact

The agenda has been posted as required by law.

Recommendation for Action

Staff recommends the City Council adopt Resolution No. 15-32 accepting nonrecurring revenues in the amount of \$350,325 realized in Fiscal Year 2014-15 through the reconciliation of development deposits, in conjunction with the implementation of the Accela System, appropriate \$174,000 of those funds to the Finance Department Contract Services budget to cover the professional services agreements with A. Maze Inc. and \$42,600 to the Community and Economic Development Department and Finance Department personnel budgets to cover one limited service position, and authorize the City Manager to execute the A. Maze Inc. professional services contract.



Valerie Barone
City Manager

Valerie.Barone@cityofconcord.org

Prepared by: Suzanne McDonald
Financial Operations Manager
Suzanne.Mcdonald@cityofconcord.org

Reviewed by: Karan Reid
Finance Director
Karan.Reid@cityofconcord.org

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on May 12, 2015 between the City of
2 Concord ("CITY") and A. Maze Inc., a California S-Corporation, 1900 Castle Hill Road, Walnut
3 Creek, California, 94595 ("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 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on May 12, 2015 and expire on June 30,
11 2016.

12 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of this
13 Agreement may be extended for a period not to exceed 24 months commencing upon the expiration of
14 the initial or extended term, subject to the same terms and conditions of this Agreement.
15 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
16 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
17 expiration of the initial or extended term.

18 The extension(s) of the term of this Agreement shall be subject to a review of
19 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
20 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
21 Amendment to this Agreement.

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

26 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
27 professional services and reimbursable expenses, shall be at the rate of \$145/hour. However, shall in
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1 no event shall the amount CITY pays CONSULTANT exceed Ninety-nine thousand dollars (\$99,000)
2 for the term of this Agreement. Any Amendment to this Agreement that includes an increase to this
3 compensation amount shall be made in accordance with Section 5 below.

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

10 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
11 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
12 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
13 by the City Council. The CITY's authorized representative is Karan Reid, Finance Director. The
14 CONSULTANT's authorized representative is Anne Maze, President.

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

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

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

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

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

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

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

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

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

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

5 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
6 full force at all times during the term of this Agreement the following insurance:

7 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
8 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
9 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
10 injury, personal injury, and property damage.

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

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

20 **D. Compliance with State Workers' Compensation Requirements.**
21 CONSULTANT covenants that it will insure itself against liability for Workers' Compensation
22 pursuant to the provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all
23 times, upon demand of the City, furnish proof that Workers' Compensation Insurance is being
24 maintained by it in force and effect in accordance with the California Labor Code. The insurer shall
25 also agree to waive all rights of subrogation against the CITY, its officers, officials, employees and
26 volunteers for losses arising from work performed by CONSULTANT for CITY. This provision
27 shall not apply upon written verification by CONSULTANT that CONSULTANT has no employees.
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1 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to
2 contain the following provisions:

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

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

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

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

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

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

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

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

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

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

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

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

7 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

5 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
6 condition contained in the Agreement, or any default in their performance of any obligations under the
7 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
8 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
9 constitute a continuing waiver of same.

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

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

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

6 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
7 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
8 a generally recognized accounting basis and made available to CITY if and when required.

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

14
15 To CITY: **Karan Reid, Finance Director**
Finance Department
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3192

16
17
18 To CONSULTANT: **Anne Maze, President**
A. Maze, Inc.
1900 Castle Hill Road
Walnut Creek, CA 94595
Phone: (925)451-5318

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21
22 **25. NON-LIABILITY.** No member of the CITY and no other officer, employee or agent
23 of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or
24 breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in
25 interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

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

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

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

8 **CONSULTANT**

9 **CITY OF CONCORD, a Municipal Corporation**

10
11 By: _____
12 Name: Anne Maze
13 Title: President
14 Address: 1900 Castle Road
15 Walnut Creek, CA 94595
16 Telephone: (925)451-5318

17 By: _____
18 Name: Valerie J. Barone
19 Title: City Manager
20 Address: 1950 Parkside Drive
21 Concord, CA 94519
22 Telephone: (925) 671-3150

23 APPROVED AS TO FORM:

24 ATTEST:

25 _____
26 City Attorney

27 _____
28 City Clerk

29 **FINANCE DIRECTOR'S CERTIFICATION:**

30 Concord, California

31 Date: _____, 2015

32 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
33 DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED
34 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
35 THE SUM OF \$99,000. Account Code 10032001Z01-63800-0400.

36 _____
37 Finance Director's Signature

Scope of Services

- 1 Develop, test, and implement financial and business processes in the Accela Permitting System that will provide for:
 - √ Permit Center reconciliation of Class Point of Sale System where cash is receipted and Accela, where payments are posted.
 - √ Deposit Subledger containing detailed deposit information including name of depositor, balance of deposit, draw down information, liquidation information
 - √ Invoicing capabilities wherein staff charges or consultant invoices are charged against a deposit in the Accela System and data is imported into the Lawson GL system to post revenue and adjust liability accounts
 - √ Statement capabilities to report activity in deposit accounts, bill for additional deposit funds as necessary.
 - √ Internal controls designed to secure accuracy of Accela deposit liability information for reconciliation and financial reporting purposes and to ensure deposit balances do not draw down below \$0.00.
 - √ Assurance that the Lawson GL account structure is gathering Accela deposit information in a manner that reconciliation is streamlined and can be addressed by division.

Results In: A fully automated financial sub-system with controls to increase accuracy and efficiency of cash receipting, revenue recognition, billing; provides operating managers control and accountability.

- 2 Provide guidance and direction to Finance Department staff working to reconcile and verify validity of deposit accounts:
 - √ Identify and document appropriately recognized and authorized deposit types to ensure new system is established properly
 - √ Review current deposits and ensure accurate deposit detail information is available for conversion to new Accela system (prioritize work)
 - √ Lead the process to refund, write-off, or advertise non-active deposits

Results In: Operating departments and Finance staff having a clear understanding of each deposit type's purpose, confidence in the information, business process

- 3 Develop ongoing procedures to ensure proper and efficient accounting of various development related deposits.

It is understood that the City of Concord is responsible for the substantive outcome of the work, and, therefore, has responsibility in fact and appearance to make an informed judgment on the result of these services.

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

A Resolution Accepting \$350,325 in Nonrecurring Revenues and Appropriating \$174,000 for Finance Department Expenditures, \$28,100 for Community and Economic Development Salary Expenditures, and \$14,500 for Finance Salary Expenditures; and Authorizing the City Manager to Execute an Agreement for Financial and Accounting Services with A. Maze, Inc. in the Amount of \$99,000 in Connection with the Development and Implementation of Financial and Business Processes in the Accela Permitting System (General Funds)

Resolution No. 15-32

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

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

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

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

Section 1. Hereby authorizes the acceptance of \$350,325 in nonrecurring revenue and appropriations in the amount of \$216,600, allocating the appropriated funds as follows: \$174,000 to cover Finance expenditures associated with the A. Maze, Inc. contract, \$28,100 to cover Community and Economic Development salary expenditures and \$14,500 to cover Finance Department salary expenditures.

Section 2. Authorizes the City Manager to execute a new contract in the amount of \$99,000 for financial and accounting services related to the Accela Permitting System.

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

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PASSED AND ADOPTED by the City Council of the City of Concord on May 12, 2015, by the following vote:

- AYES:** Councilmembers -
- NOES:** Councilmembers -
- ABSTAIN:** Councilmembers -
- ABSENT:** Councilmembers -

I HEREBY CERTIFY that the foregoing Resolution No. 15-32 was duly and regularly adopted at a regular meeting of the City Council of the City of Concord on May 12, 2015.

Joelle Fockler, CMC
City Clerk

APPROVED AS TO FORM:

Mark S. Coon
City Attorney