

**REPORT TO MAYOR AND CITY COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: June 23, 2015

SUBJECT: APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NEKO INDUSTRIES, INC. IN THE AMOUNT OF \$26,750 FOR PURCHASE AND INSTALLATION OF AGENDA MANAGEMENT SOFTWARE (GENERAL FUNDS)

Report in Brief

It is recommended that the City enter into a Professional Services Agreement with NEKO Industries, Inc. in the amount of \$26,750 for purchase and installation of Agenda Management software.

Background

The City entered into an agreement with NEKO Industries, Inc. in December 2014 for the purchase and implementation of an Electronic Document Management System, which provided the City with the infrastructure to comply with electronic vital record storage regulations. The purchase also included a very basic Agenda Management component, OnBase Agenda Management, which allowed the Agenda Management process for the City Clerk's office only in the amount of \$3,100. This purchase will expand the Agenda Management process to allow electronic department submittal and review of staff reports.

Discussion

Gathering and scheduling meeting agenda items that exist in emails, documents, spreadsheets and paper is time consuming. In addition, last minute changes and ad-hoc items add pressure to already tight deadlines. The OnBase Agenda Management solution automates the labor-intensive approval, assembly and distribution of agenda management and the management of meeting minutes, thereby speeding up the legislative processes.

OnBase Agenda Management offers users the ability to:

- Auto-create, assemble and update packets instantly
- Stay on top of requests by tracking submissions using workflow automation

In addition, with the OnBase Agenda Management solution, packet assembly is anticipated to take less time than the current manual process and will better manage the process and status of individual agenda items. Workflow automation and a built-in audit trail will enforce proper review and approval procedures. Agendas and minutes will be published to the web, and the City Clerk's office can automate follow-up actions and track agenda items after a meeting.

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH NEKO INDUSTRIES, INC. IN
THE AMOUNT OF \$26,750 FOR PURCHASE AND INSTALLATION OF AGENDA
MANAGEMENT SOFTWARE (GENERAL FUNDS)

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Page 2

Fiscal Impact

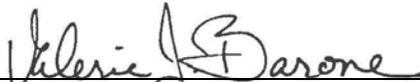
There are sufficient funds in the City Clerk's current FY 2014-15 operating budget to support the recommended purchase and implementation.

Public Contact

The agenda has been posted as required by law.

Recommendation for Action

Staff recommends that the City Council authorize a Professional Services with NEKO Industries, in the amount of \$26,750, and authorize the City Manager to execute the agreement.



Valerie J. Barone
City Manager

Valerie.Barone@cityofconcord.org

Prepared by: Joelle Fockler, CMC
City Clerk
Joelle.Fockler@cityofconcord.org

Reviewed by : Jovan Grogan
Deputy City Manager
Jovan.Grogan@cityofconcord.org

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on June 24, 2015 between the City of
2 Concord ("CITY") and, NEKO Industries, Inc., a Delaware Corporation, 3017 Douglas Blvd, Suite
3 300, Roseville, CA 95661 ("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 June 24, 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 two additional period(s) of one year each commencing upon the
14 expiration of 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 and schedules in detail in Exhibit
28

1 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed twenty six
2 thousand seven hundred fifty dollars (\$26,750) for the term of this Agreement. Any Amendment to
3 this Agreement that includes an increase to this compensation amount shall be made in accordance
4 with Section 5 below.

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

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is, Joelle Fockler, City Clerk. The
15 CONSULTANT's authorized representative is Ronald J. Hofhenke, Partner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8 **16. CONFLICT OF INTEREST.**

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

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

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

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

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

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

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

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

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

25 **22. SUCCESSORS AND ASSIGNS: NO THIRD PARTY BENEFICIARIES; NO**
26 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
27 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
28

1 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
2 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
3 of this provision shall be void. This Agreement is not intended and shall not be construed to create
4 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
5 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
6 not have any power to bind or commit the CITY to any decision.

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

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

15
16 To CITY: **Joelle Fockler, CMC**
City Clerk
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3390

19 To CONSULTANT: **Ronald J. Hofhenke, Partner**
NEKO Industries, Inc.
3017 Douglas Blvd, Suite 300
Roseville, CA 95661
Phone: (916) 774-7125

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

27 **26. EXECUTION.** Each individual or entity executing this Agreement on behalf of
28

1 Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this
2 Agreement on behalf of Applicant and that such execution is binding upon Applicant.

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

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

9 **CONSULTANT**

CITY OF CONCORD, a Municipal Corporation

11
12 By: _____
13 Name: Ronald J. Hofhenke
14 Title: Partner
15 Address: 3017 Douglas Blvd., Suite 300
16 Roseville, CA 95661
17 Telephone: (916) 774-7125

11
12 By: _____
13 Name: Valerie J. Barone
14 Title: City Manager
15 Address: 1950 Parkside Drive
16 Concord, CA 94519
17 Telephone: (925) 671-3150

18 APPROVED AS TO FORM:

ATTEST:

19 _____
20 City Attorney

_____ City Clerk

21 FINANCE DIRECTOR'S CERTIFICATION:

22 Concord, California

23 Date: _____, 2015

24 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
25 DURING THE CURRENT FISCAL YEAR 2014-15 TO PAY THE ANTICIPATED
26 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT.
27 THE SUM OF \$26,750. Account Code 100-14001Z01-63800.

28 _____
Finance Director's Signature



NEKO Industries, Inc.
 Olympus Corporate Center
 3017 Douglas Blvd, #300
 Roseville, CA 95661
 T: 916-774-7125

Date: 5/12/2015

B	NEKO Industries, Inc.	S	City of Concord
I	3017 Douglas Blvd, #300	H	ATTN: Joelle Fockler
L	Roseville, CA 95661	I	1950 Parkside Drive
L		P	Concord, CA. 94519-2578
T		T	
O	916-774-7125	O	Phone: 925-671-3390

Ord #	Order Date	Customer Number	Imaging Specialist	Purchase Order No.			
		City of Concord					
QTY	Item Number	Imaging System Description		Discounted Price	Extended Price		
		OnBase Software					
1	AMSIRE1	Agenda Core Client Server Level 6-20 users		\$ 12,500.00	\$ 12,500.00		
1	AMIPW1	Agenda Management	\$ 5,000.00 \$ 5,000.00	\$ (2,500.00)	\$ (2,500.00)		
15	GV-B-MU2-WLIPC1	Workflow Concurrent User Licenses for Agenda Mgmt		\$ 1,000.00	\$ 15,000.00		
Maintenance				Subtotal	\$ 10,000.00		
1	Maint	Hyland Annual Maintenance	20.0%		\$ 5,500.00		
1	Maint	Hyland Annual Maintenance credit on old AMM <i>Estimated proration credit of 90 days on old.</i>	20.0%	\$ 5,000.00	\$ (750.00)		
NEKO Services Phase II				Subtotal	\$ 4,750.00		
1	NEKO-Service5	Workflow Services for Enterprise Agenda Mgmt			\$ 10,500.00		
1	NEKO-Service3	Agenda Training			\$ 1,500.00		
					\$ 12,000.00		
		<table border="1"> <tr> <td>Contract Dates Start: 7-1-15 End: 6-30-16</td> </tr> <tr> <td>Comments:</td> </tr> </table>	Contract Dates Start: 7-1-15 End: 6-30-16	Comments:	Subtotal		\$ 26,750.00
Contract Dates Start: 7-1-15 End: 6-30-16							
Comments:							
			Tax		electronic		
			Shipping		N/A		
			TOTAL		\$ 26,750.00		