

CITY OF STOCKTON
STANDARD AGREEMENT

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and
Gray Quarter, Inc. ("Contractor") to provide Accela Technical Support
as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and
Exhibit C section 8:
Commences on: 10/01/2020 Terminates on: 09/30/2023

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement,
including if authorized, reimbursement of expenses, is: \$ 225,000

4. The complete Agreement consists of all the following Agreement documents which by
reference are incorporated and made a part of this Agreement. The parties agree to comply with
the terms and conditions of this Agreement.

- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline
- (g) Exhibit G - Special Funding Terms & Conditions (If applicable check "Yes") YES ☐

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Gray Quarter, Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Dane Quatacker, Managing Partner

Printed Name and Title of Person Signing

9700 El Camino Real #303, Atascadero CA 93422

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

for Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

Legistar 20-7048

2020-09-29-1105 NP

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

The City of Stockton's Community Development Department (CDD) has utilized Accela as its permit management software since 2016. The City has identified several efficiency enhancements and projects desired that require specialized technical knowledge not possessed by staff. In addition to these efficiency enhancements, CDD desires technical support for periodic tasks such as fee updates, minor configuration modifications, and report development.

The objectives of this project are to complete the identified projects and efficiency enhancements and maintain the system to facilitate an efficient use of the system by CDD staff.

2. Project Scope

The project scope may include a portion of, or all, but not limited to the work identified below. All work will be performed on an as-needed basis as requested by the City in accordance with the hourly rates identified in Exhibit E, Compensation.

- 2.1 Contractor shall provide on-call support for miscellaneous tasks including but not limited to fee updates, scripting updates, workflow updating, and report writing.
- 2.2 System Tune-Up & Project Implementation
 - 2.2.1 Contractor shall provide analysis and potential update of workflows for up to 20 record types
 - 2.2.2 Contractor shall analyze and update intake form configuration for 21 permit types
 - 2.2.3 Contractor shall assist in phase 2 of CDD's online permitting implementation affecting eight (8) permit record types. Tasks include workflow evaluation and updates, scripting updates, Accela Citizen Access form configuration
 - 2.2.4 Contractor shall configure capability for Inspector routing functionality
 - 2.2.5 Contractor shall perform Conversion and import of a Microsoft Access Database into Accela
 - 2.2.6 Contractor shall create up to ten (10) new record types
 - 2.2.7 Contractor shall create up to ten (10) Crystal Reports which will include executive dashboards showing key performance indicators (TBD).
 - 2.2.8 Contractor shall include the creation of up to three (3) dashboard reports on Tableau software, which will need to be connected to Accela.
 - 2.2.9 Contractor shall overhaul fee configuration to match current City Fee Schedule and utilize current Accela best practices related to scripting.

3. Major Deliverables

Deliverables will depend upon which of the items identified in Section 2, Project Scope are assigned and will be in the form of updates to Accela configuration(s) that are approved by CDD staff.

The City reserves the right to request more specific deliverables on an as-needed basis throughout the duration of the Agreement.

4. Tasks That Support the Deliverables

Contractor shall make themselves available for meetings, telephone calls, and emails in order to discuss and configure technical projects and updates to the Accela system which will be executed on an as-needed basis in a timeline agreed to by the City and the Contractor.

5. Internal and External Standards and Guidelines

Any professional certifications or licenses that may be required will be the sole cost and responsibility of the Contractor.

Contractor shall possess all necessary licenses to perform the work specified within these documents, including a City of Stockton Business License which must be kept in effect during the term of this Agreement.

6. Notices

Pursuant to Exhibit C – General Terms and Conditions, Paragraph 15 – Notices, the mailing address for all required notices is as follows:

Contractor: Gray Quarter, Inc.
9700 El Camino Real #303
Atascadero, CA. 93422

City: City of Stockton
Attn: City Manager
425 N. El Dorado Street
Stockton, CA 95202

7. Option to Renew

The term of the Agreement may be extended up to two (2) years by a written amendment executed by both parties. However, the total term of the Agreement including the extended term shall not exceed five (5) years.

EXHIBIT B

INSURANCE

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s).

Insurance Requirements for Professional Services

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if Contractor provides written verification it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit no less than **\$2,000,000** per occurrence or claim, \$2,000,000 aggregate. (If Claims-made, see below.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements of this agreement are sufficient to cover the obligations of the Contractor under this agreement.

Limits of Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13. The City of Stockton does

not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

All Self-insured retentions must be disclosed to Risk Management for approval and shall not reduce the limits of liability. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (note – applicable only to professional liability)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractors shall require and verify that all subcontractors, or other parties hired for this work, purchase and maintain coverage for indemnity and insurance requirements as least as broad as specified in this agreement to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this contract. Contractor shall include the following language in their agreement with Subcontractors: Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the contract documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the owner contract document indemnity and insurance provisions will be furnished to the subcontractor upon request. Contractor shall provide proof of such compliance and verification to the City upon request.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton Attn: City Risk Services
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

2. **City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Contractor shall, at its sole cost and expense, furnish and maintain all facilities and equipment that may be required for furnishing services pursuant to this Agreement. If applicable, City shall furnish to Contractor only the facilities and equipment listed in Exhibit A to the Agreement.

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

3.2 Upon completion of work and acceptance by City, Contractor shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Contractor fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. **Timeliness.** Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. **Changes.** Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. **Amendment.** No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. **Contractor's Status.**

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

11.1 Termination for Convenience of City. The City may terminate this Agreement at any time by mailing a notice in writing to Contractor. The Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for the work actually completed at the time the notice of termination is received.

11.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

12. Non-Assignability. The Contractor shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Contractor shall be solely responsible for reimbursing subcontractors.

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

14. Insurance. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B to this Agreement and shall otherwise comply with the other provisions of Exhibit B to this Agreement.

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

16. Conformance to Applicable Laws. Contractor shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Contractor shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

17. **Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Contractor's engaging in any operation or activity set forth in this Agreement, Contractor shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Contractor covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement. Such licenses, certificates and permits shall be maintained in full force and effect during the term of this Agreement.

18. **Records and Audits.**

Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

19. **Confidentiality.** Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

20. **Conflicts of Interest.** Contractor covenants that other than this Agreement, Contractor has no financial interest with any official, employee or other representative of the City. Contractor and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Contractor's services under this Agreement. If such an interest arises, Contractor shall immediately notify the City.

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

23. **No Personal Liability.** No official or employee of City shall be personally liable

to Contractor in the event of any default or breach by the City or for any amount due Contractor.

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will

not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D**PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS**

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement. Contractor may vary the compensation for each task in Exhibit E provided that the total project compensation listed in Exhibit E and the Standard Agreement is not exceeded.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractor shall be paid on this Agreement is \$225,000 (hereafter the "not to exceed" amount). The "not to exceed" amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City's needs. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City's travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the "not to exceed" amount is reached. Contractor will not be further compensated nor required to continue to provide continued services without written Amendment.

1.4 If work is completed before the "not to exceed" amount is reached, the Contractor's compensation will be based on the Contractor's invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Subcontractors are not anticipated to be required on this project.

2. Hourly Rates. The maximum not-to-exceed amount of this contract shall be \$225,000 to be billed by the contractor on an as-needed basis, based on the hourly rate as outlined by the following table:

Services Description	Hourly Rate
Consulting Services	\$ 185

3. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Invoices shall be submitted to the below address:

City of Stockton Community Development Department
Attention: Jobi Aceves
425 N. El Dorado Street
Stockton, CA 95202

EXHIBIT F

TIMELINE

All project deliverables will be on an as-needed basis, as requested by the City, throughout the duration of the Agreement.



City of Stockton

Master

File Number: 20-7048

2020-09-29-1105 NP

File ID: 20-7048**Type:** Consent**Status:** Agenda Ready**Version:** 1**Reference:****In Control:** Contracts**File Created:** 08/31/2020**File Name:****Final Action:****Title: Contract Title: 2020-2023 Accela Support Services Contracts****Notes:****Sponsors:****Enactment Date:**

Attachments: Combined Agreement - Gray Quarter - Signed, Gray Quarter - Business License Memo, Gray Quarter Certificate of Insurance, Combined Agreement - Byrne - Signed, Byrne - Business License, Byrne Certificate of Insurance, Attachment A - Staff Report, 9-29-2020 CC Minutes

Enactment Number:**Contact:****Hearing Date:****Drafter:** gareth.olson@stocktonca.gov**Effective Date:****Related Files:**

Master Continued (20-7048)

Approval History

Version	Seq #	Action Date	Approver	Action	Due Date
1	1	10/2/2020	Gareth Olson	Approve	10/6/2020
1	2	10/2/2020	Jobi Aceves	Approve	10/6/2020
1	3	10/2/2020	SOcasio	Delegated	
Notes: Page 1 of the Byrne Contract is not completely filled out. I also filled in some relevant information on the routing form.					
1	5	10/7/2020	Jobi Aceves	Delegated	
1	6	10/7/2020	Gareth Olson	Delegated	
1	9	10/13/2020	Azelia Fuentes	Delegated	
1	10	10/13/2020	Jobi Aceves	Delegated	
1	11	10/13/2020	SOcasio	Approve	10/15/2020
1	12	10/13/2020	AS - Procurement Team	Delegated	
1	13	10/14/2020	John Driscoll	Delegated	
Notes: Byrne agreement - it looks like its missing exhibits E & F Gray Quarter agreement - looks like its missing page 1 of Exhibit E					
1	14	10/14/2020	Gareth Olson	Delegated	
Notes: Thanks, John.					
I'm guessing somehow those got cut off in the packet they sent back and I didn't catch it. They're included now.					
Best, Gareth					
1	15	10/14/2020	John Driscoll	Approve	10/16/2020
1	17	10/19/2020	Jobi Aceves	Delegated	
1	18	10/20/2020	William Crew	Approve	10/21/2020
1	19	10/21/2020	Matthew Braley	Delegated	
1	20	10/21/2020	Gail Kiyomura	Approve	10/23/2020
1	21	10/21/2020	Esther Gilliland	Delegated	
1	22	10/21/2020	lasuncion	Approve	10/23/2020
Notes: Please add the Business License number to the Routing sheet and attach copies of the Business License and the Insurance Certificate.					
Also, while not legally required, I often see a short paragraph memo attached addressed to the CM to explain briefly what the contract(s) are for, that it was approved by Council, and that no changes have been made since that approval.					
1	23	10/21/2020	Esther Gilliland	Delegated	
Notes: Gareth, I am delegating this one back to you to fix some things that Lori requested. See her comments. Please delegate this one back to me after your review. Thanks.					
1	25	10/26/2020	Jobi Aceves	Delegated	
1	26	10/27/2020	Gareth Olson	Delegated	
1	27	10/27/2020	lasuncion	Approve	10/29/2020
Notes: Approved.					
1	30	10/28/2020	Patty Vasquez	Approve	10/29/2020
Notes: printed					
1	31	10/30/2020	Courtney Christy	Approve	10/30/2020
Notes: Signed by CM and sent to Clerk					
1	33	11/2/2020	Miranda Komanee	Approve	11/3/2020

History of Legislative File

Master Continued (20-7048)

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 20-7048

Contract Title: 2020-2023 Accela Support Services Contracts**Vendor/Other Party:** Byrne Software Technologies Inc., and GrayQuarter Inc.**Contract Amount: \$350,000****Contract Start Date: 10-1-2020****Contract End Date: 9-30-2023****Term: 3 years****City Contract Type (select one):**

Original Amendment Change Order Grant Subdivision Agreement
Other

Council Approval Required?**Yes/No (if No, provide account #):**Council approval required for contracts over: **\$75,000**

for Fiscal Year:

Motion/Resolution/Ordinance #: 2020-09-29-1105**Must be attached:**

Annotated

minutes attached

Required Documents*The following documents shall be submitted with the signed contract when required:*

Business License Required?

Yes/No

Business License #: 21-00139212- Exp/

10/31/21

21-00138663- Exp.

7/31/21

Bonds Required?

Yes/No

Insurance Required?

Yes/No

Notary Required?

Yes/No

Recordation Required?

Yes/No**Mandatory Routing Order****1 DEPARTMENT: Community Development Department**

Department Head Approval: William Crew

Date:

Project Mgr: Rob Liddicoat

ext: 8919

Staff: Gareth Olson

ext: 7567

Notes:**2 PROCUREMENT**

Master Continued (20-7048)

Approved by Name/Signature:

Date:

Notes:

3 VENDOR/OTHER PARTY

Signed originals on: Gray Quarter: 9/14/2020, Byrne: 9/25/2020

Notes: Both Vendors signed contracts

4 RISK SERVICES

Insurance approved on:

by:

Bonds approved on:

by:

RM #:

Notes:

5 CITY ATTORNEY

Approved as to Form/Content on: 10/21/2020/10/27/2020 by: LMA

Notes: Please add business license number above and attach copies of the Business License and insurance certificate [DONE!].

6 CITY MANAGER

Signed by City Manager on:

Notes:

7 CITY CLERK

City Clerk attested on: 11/2/20

Returned PDF to dept. on: 11/2/20

by: MKomanee

OB #:

Notes: One original returned, one retained.

8 ORIGINATING DEPARTMENT: Community Development Department

Copy of contract to be retained by department. Original on file in the Clerk's office.

Requisition #.

Copy sent to vendor on:

by:

Copy of contract sent to Purchasing on:

by:

Notes:

9 PROCUREMENT:

Purchase Order #.

PUR #.

Save Search New Clear Unlock Edit Tools Browse

Reports Help

EZ Text Search



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Files



Agendas

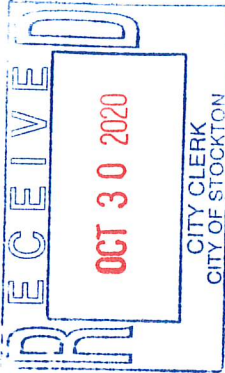


Minutes



Search

Exit



File ID: 20-7048 ID Type: Consent Status: ATS Review

In Control: Contracts File Created: 8/31/2020

Title: Contract Title: 2020-2023 Accela Support Services Contracts Agenda Date:

Final Action:

Staff Report Attachments (8) Associations Details Approval Tracking (33)

Requester: Gareth Olson

Seq #	Approver Name	Due Days	Action Type	Enal Template	Status	Due Date	Action	Action Date	Escalation Date	Notes
11	Stephanie Ocasio	2	Approver	Individual Review Request	Approved	10/15/2020	Approve	10/13/2020 12:3...		No
12	AS - Procurement Team	2	Approver	Individual Review Request	Delegated		Delegate	10/13/2020 2:54...		No
13	John Driscoll	2	Approver	Individual Review Request	Delegated		Delegate	10/14/2020 8:20...		Yes
14	Gareth Olson	2	Approver	Individual Review Request	Delegated		Delegate	10/14/2020 8:58...		Yes
15	John Driscoll	2	Approver	Individual Review Request	Approved	10/16/2020	Approve	10/14/2020 9:10...		No
16	William Crew	2	Approver	Individual Review Request	Escalated for Inaction	10/16/2020		10/17/2020 12:1...	10/17/2020	No
17	Jobi Aceves	1	Approver	Individual Review Request	Delegated		Delegate	10/19/2020 8:26...		No
18	William Crew	2	Approver	Individual Review Request	Approved	10/21/2020	Approve	10/20/2020 11:3...		No
19	Matthew Briley	4	Approver	Individual Review Request	Delegated		Delegate	10/21/2020 10:5...		No
20	Gail Kiyomura	2	Approver	Individual Review Request	Approved	10/23/2020	Approve	10/21/2020 10:5...		No
21	Esther Gilliland	2	Approver	Individual Review Request	Delegated		Delegate	10/21/2020 11:2...		No
22	Lori Anuncion	2	Approver	Individual Review Request	Approved	10/23/2020	Approve	10/21/2020 12:5...		Yes
23	Esther Gilliland	2	Approver	Individual Review Request	Delegated		Delegate	10/21/2020 1:35...		Yes
24	Gareth Olson	2	Approver	Individual Review Request	Escalated for Inaction	10/23/2020		10/24/2020 12:1...	10/24/2020	No
25	Jobi Aceves	1	Approver	Individual Review Request	Delegated		Delegate	10/26/2020 8:55...		No
26	Gareth Olson	2	Approver	Individual Review Request	Delegated		Delegate	10/27/2020 11:1...		No
27	Lori Anuncion	2	Approver	Individual Review Request	Approved	10/29/2020	Approve	10/27/2020 4:25...		Yes
28	Leisel Hart	0	FYI	FYI Notification	Notified - FYI			10/27/2020 4:25...		No
29	Magda Colon	0	FYI	FYI Notification	Notified - FYI			10/27/2020 4:25...		No
30	Patty Vasquez	2	Approver	Individual Review Request	Review Requested	10/29/2020				No
31	Courtney Christy	2	Approver	Individual Review Request						No
32	City Clerk	0	FYI	FYI Notification						No
33	Miranda Komanee	2	Approver	Individual Review Request						No

Approver Name: Patty Vasquez
 Action Type: Approver
 Email Template: Individual Review Request
 Due Days: 2

Manage Approver Approver Action Search

Save As Pause Cancel Escalate 30 of 33 New Delete Pending



City of Stockton

Legislation Text

File #: 20-7052, Version: 1

APPROVE A MOTION AWARDING A PROFESSIONAL SERVICES AGREEMENT TO GRAY QUARTER, INC. AND A PROFESSIONAL SERVICES AGREEMENT TO BYRNE SOFTWARE TECHNOLOGIES, INC. FOR ACCELA PERMIT SOFTWARE TECHNICAL SUPPORT AND ENHANCEMENT

RECOMMENDATION

It is recommended that the City Council approve a motion to:

1. Award a three-year Professional Services Agreement to Gray Quarter, Inc. of Atascadero, California, for Accela improvements and advanced technical services for a total not-to-exceed contract amount of \$225,000.
2. Award a three-year Professional Services Agreement to Byrne Software Technologies, Inc. of Chesterfield, Missouri, for Accela Software Support Services for a total not-to-exceed contract amount of \$125,000.
3. Authorize the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this motion.

Summary

The Community Development Department requires the specialized knowledge of a consulting firm for ongoing technical support to maintain the permitting system, continue current efforts to expand online permitting offerings, enhance system configuration to increase efficiencies, enhance ease-of-use for customers and staff, and to increase access to data within the system.

The City conducted a Request for Proposals (RFP) (PUR 20-012) to select a consultant for ongoing Accela technical support and enhancement services. Nine (9) responses were received, eight (8) providing proposals and one (1) declining to participate. Of those eight (8) proposals, four (4) were selected for further interview, and of those four, two (2) were selected for reference checks.

As a result of this process the City selected two vendors, Gray Quarter, Inc. (Gray Quarter) and Byrne Software Technologies Inc (Byrne), which scored highly in different areas. Gray Quarter offers highly specialized services and experience that are directly aligned with Stockton's specific plans for Accela system enhancement, while Byrne Software Technologies, Inc. offers solid technical and general support service at a highly competitive rate. As a result, it was decided that the most advantageous arrangement would be to utilize Gray Quarter to perform specific strategic system enhancements, with Byrne satisfying the City's typical need for general technical support and minor configuration updates.

File #: 20-7052, Version: 1

It is recommended that Council approve a motion authorizing the City Manager to execute two Professional Service Agreements, one with Gray Quarter Inc. for a not-to-exceed contract amount of \$225,000 and one with Byrne Software Technologies, Inc. for a not-to-exceed contract amount of \$125,000.

Both contracts will each be for three (3) years with two (2) one-year extension options, for a maximum of five (5) years, during which Gray Quarter and Byrne will provide on-call services for, maintenance of, and enhancements to the City's Accela software.

DISCUSSION

Background

On May 20, 2014, Resolution 2014-05-20-1501 approved two contracts. The first contract was with Accela for the Accela Civic Platform Software as a permit tracking software product. The second contract was with TruePoint Solutions, Inc. to provide implementation and technical support services for the above Accela Civic Platform Software product. The implementation was completed in late 2015.

On June 14, 2017, a new agreement with TruePoint Solutions was approved to continue to provide technical support services for the Accela software, as well as expanding their role to implement online payment capabilities and a basic online permitting program. This contract expires December 31, 2020.

An RFP was issued on June 18, 2020 (PUR 20-012) to solicit proposals to continue on-call support, maintenance, and enhancements to Accela. The City received eight proposals

A selection committee reviewed the proposals for completeness and evaluated the proposals against RFP requirements. These criteria included:

- Qualifications, or experience of the contractors with similar requirements to the City
- Professional experience of the individuals to be assigned to the City's contract
- Industry expertise, or ability to provide advanced technical enhancements and customized solutions
- Capacity, or ability to effectively provide solutions in a timely manner

After careful review of the proposals, four (4) companies were selected for interview, with two (2) selected for reference checks. After deliberation, the committee recommended two (2) consultants with complementary strengths: Byrne Software Technologies, Inc. and Gray Quarter, Inc. to provide enhancement, maintenance, and on-call support services.

Both Byrne and Gray Quarter have a strong base of clients, including California-based agencies. Both vendors also had well-qualified staff.

Gray Quarter's proposal, interview, and reference checks demonstrated an understanding of staff use of the Accela system and the configuration overhauls needed to increase the efficiency of the system that Stockton has planned. Byrne was perceived as a reliable source for standard day-to-day support

File #: 20-7052, Version: 1

services. Their proposal, interview, and reference checks demonstrated technical and customer service capabilities including handling select efficiency projects as requested.

Gray Quarter has also demonstrated additional technical capabilities that are expected to also improve the accessibility and accuracy of the data available for Office of Performance and Data Analytics' (OPDA) initiatives.

While Gray Quarter's demonstrated expertise was perceived as the highest of all respondents, due to the size of their team, capacity was identified as a potentially limiting factor in selecting them as the sole contractor to provide services to the City. As Byrne was the next highest scoring contractor in most areas with one of the largest teams available, it was decided that part of the budgeted appropriation for this contract should go to retain Byrne's services to provide additional capacity and responsiveness for on-call service requirements.

Gray Quarter was selected as the highest-ranking consultant in areas related to advanced, highly specialized and technical enhancement services. Byrne was selected as the next most competent technical consultant with the highest perceived capacity and responsiveness to day-to-day support requirements.

CDD's strategy is to utilize Byrne's services for general technical support needs as well as for developing reports to increase CDD's access to the data contained within the system, while utilizing Gray Quarter's services to renovate and enhance the system implementation itself for greater system usability and integrity of data.

Present Situation

During the fourth quarter of 2019 and through the first half of 2020, staff, with the assistance of on-call support, implemented new features of Accela which included online payment of fees and permit application/review/receipt. These enhancements assisted in streamlining some permitting services and met the needs of citizens for online services. This additional service became vital during the 2020 COVID-19 pandemic that required improving the City's online services and reducing in-person contact as much as possible.

The services of an implementation consultant have been invaluable to ensure the system maintains its current level of function, in addition to pursuing many areas of configuration updates to optimize the system to increase efficiencies for both staff and customers.

Under these proposed new contracts, Gray Quarter Inc. and Byrne Software Technologies, Inc. will work together to provide specialized support and guidance to continue to optimize Accela. It is anticipated that Gray Quarter Inc. and Byrne Software Technologies, Inc. will continue the City's efforts in increasing our online permitting capabilities.

Gray Quarter is expected to assist in:

- Optimizing workflows
- Addressing data clean-up issues
- Updating fee configuration
- Enhancing data and analytic report creation

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Byrne is expected to assist in:

- General technical support
- Creation and maintenance of standard reports
- Training

Gray Quarter Inc. and Byrne Software Technologies, Inc. provided implementation services and support to agencies such as the cities of Santa Barbara, Oakland, and Fresno. During reference checks, the City of Oakland's staff expressed particularly positive feedback for Gray Quarter. A list of other Accela projects and experience is available in the proposals (Attachment A - Byrne Software Technologies Professional Services Agreement; and Attachment B - Gray Quarter Inc Professional Services Agreement).

Findings

Pursuant to Stockton Municipal Code (SMC) section 3.68.070, The City Council may approve findings which support and justify exceptions to the competitive bidding process. The following findings justify such an exception:

1. The City has a need for specialized support of the Accela platform and does not have staff that possess the highly technical skills needed for these changes.
2. In selecting a vendor to provide these services, the most important criteria are experience, specialized programming capability, knowledge of the Accela platform and how it will interface with the City's new Tyler Munis ERP system.
3. Use of the RFP process is appropriate for these Professional Services Contracts because it relies on the evaluation of professional qualifications and performance as the basis for selection of a vendor. The selected vendors were the most qualified in separate complementary areas.
4. The City negotiated the contracts following solicitation of competitive proposals in accordance with SMC section 3.68.070.A.3.

Staff recommends the City Council approve these findings and award a three-year Professional Service Agreement to Gray Quarter Inc., not to exceed \$225,000 and a three-year Professional Services Agreement to Byrne Software Technologies not to exceed \$125,000 for the technical support and enhancement of the Accela permit software system

FINANCIAL SUMMARY

The FY 2020-21 Annual Budget includes an appropriation of \$175,000 in anticipation of this Agreement, in the Development Services Community Development Administration account number 048-1810-510. Fund 048 is anticipated to have sufficient funds to sustain these expenditures each year, as outlined by the table below. Fund appropriations will be budgeted in subsequent fiscal years

File #: 20-7052, Version: 1

and subject to Council approval during the annual budget development process. Staff anticipates that annual contract amounts shall be as follows:

	20/21	21/22	22/23	Contract Totals
Gray Quarter	145,000	60,000	20,000	225,000
Byrne	30,000	40,000	55,000	125,000
Annual Totals	175,000	100,000	75,000	350,000

These figures are based on the anticipated workload for each consultant based on their respective skill sets and the City's Accela needs.

Attachment A - Byrne Software Technologies Professional Services Agreement
Attachment B- Gray Quarter Inc. Professional Services Agreement

Approve **Resolution 2020-09-29-1103:**

1. Approving a Third Amendment to the Moss Garden East- Tract No. 3632 Subdivision Agreement to revise conditions.
2. Authorizing the City Manager to take appropriate and necessary actions to carry out the purpose and intent of the resolution.

Moved by: Christina Fugazi , seconded by Jesus Andrade.

Vote: Motion carried 7-0

Yes: Jesus Andrade, Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Michael Tubbs, and Daniel Wright.

11.4 20-6971 ADOPT A RESOLUTION APPROVING THE 2020 ANNUAL PROGRESS REPORT TO CONFIRM 200-YEAR URBAN LEVEL OF FLOOD PROTECTION ADEQUATE PROGRESS FINDING FOR THE MOSSDALE TRACT

Legislation Text

Attachment A - Mosssdale Tract Boundary Map

Attachment B - SB 5 Overview

Attachment C - 200-Year Floodplain Map

Proposed Resolution - Mosssdale Tract Adequate Progress

Exhibit 1 - Engineer's Report

Exhibit 2 - Annual Progress Report 2020

Approved Resolution 2020-09-29-1104

Approve **Resolution 2020-09-29-1104** approving the 2020 Annual Progress Report to confirm the 200-year urban level of flood protection adequate progress finding for the Mosssdale Tract.

Moved by: Jesus Andrade, seconded by Paul Canepa.

Vote: Motion carried 7-0

Yes: Jesus Andrade, Paul Canepa, Christina Fugazi , Sol Jobrack, Susan Lenz, Michael Tubbs, and Daniel Wright.

11.5 20-7052 APPROVE A MOTION AWARDDING A PROFESSIONAL SERVICES AGREEMENT TO GRAY QUARTER, INC. AND A PROFESSIONAL SERVICES AGREEMENT TO BYRNE SOFTWARE TECHNOLOGIES, INC. FOR ACCELA PERMIT SOFTWARE TECHNICAL SUPPORT AND ENHANCEMENT

Motion 2020-09-29-1105:

1. Awarding a three-year Professional Services Agreement to Gray Quarter, Inc. of Atascadero, California, for Accela improvements and advanced technical services for a total not-to-exceed contract amount of \$225,000.
2. Awarding a three-year Professional Services Agreement to Byrne Software Technologies, Inc. of Chesterfield, Missouri, for Accela Software Support Services for a total not-to-exceed contract amount of \$125,000.
3. Authorizing the City Manager to take all necessary and appropriate actions to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Byrne Software Technologies Contract

Attachment B - Gray Quarter Inc Contract

11.6 20-6789 MOTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND EXECUTE A CONTRACT WITH HALCYON BEHAVIORAL FOR EMPLOYEE ASSISTANCE PROGRAM (EAP) SERVICES

Motion 2020-09-29-1106 authorizing the City Manager to award a bid and execute a Professional Services Contract and all supporting documents with Halcyon Behavioral for Employee Assistance Program (EAP) services.

Legislation Text

Attachment A - Halcyon Contract and Service Agreement

11.7 20-7025 APPROVE FINDINGS AND AWARD PURCHASING CONTRACT TO PEN-LINK, LTD. IN AN AMOUNT NOT TO EXCEED \$172,800

Motion 2020-09-29-1107:

1. Authorizing the City Manager to award a purchasing contract with Pen-Link, Ltd. for six additional software licenses and maintenance, in an amount not to exceed \$172,800; and
2. Approving findings pursuant to the Stockton Municipal Code section 3.68.070 in support of an exception to the competitive bidding process; and
3. The City Manager is authorized and directed to make any and all expenditures and appropriations on behalf of the City as appropriate and necessary to carry out the purpose and intent of this motion.

Legislation Text

Attachment A - Pen-Link Ltd Agreement

11.8 20-6786 ADOPT A RESOLUTION TO AWARD A PROFESSIONAL SERVICES CONTRACT FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE NORTHEAST STOCKTON LIBRARY AND COMMUNITY CENTER

Resolution 2020-09-29-1108: