

CONTRACT FOR PROFESSIONAL SERVICES: Accela Modification Contract

THIS CONTRACT, made and entered into this ____ day of September, 2017, by and between the City of Reno, hereinafter referred to as the "CITY", and TruePoint Solutions LLC, hereinafter referred to as "CONSULTANT":

WITNESSETH:

WHEREAS, the ability of the CITY to be able to timely modify the Accela software program operated by the Community Development Department with its regular employees varies with the complexity of the modification;

WHEREAS, CITY desires to have available to it on an as needed basis contract personnel to provide additional software support services for the Community Development Department to enable the City to timely perform such tasks, hereinafter referred to as "Project";

WHEREAS, in 2008, the CITY and CONSULTANT executed a Contract for Professional Services: Accela Modification Contract for support, system changes, fee schedule configuration change, and other duties as required;

WHEREAS, the 2008 agreement was extended one year, and the cumulative value of the services rendered since the original agreement now exceeds administrative authorization;

WHEREAS, public convenience and necessity require the services of a consultant to provide the services required;

WHEREAS, the CONSULTANT has represented that it is qualified and experienced in the performance of said services;

WHEREAS, the CITY is desirous of engaging the services of CONSULTANT to perform said services; and

NOW, THEREFORE, the CITY and CONSULTANT, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SERVICES

CITY agrees to retain and does hereby retain CONSULTANT to perform the professional engineering services hereinafter more particularly described. The term of this Contract shall commence on the date of its execution, and terminate three (3) years from the date of its execution. At the sole discretion of the City, the City may extend the term of this Contract for up to two (2) three (3) year periods, for a total not to exceed nine (9) years, with each such extension being at the sole discretion of the City and in writing by amendment.

CONSULTANT hereby agrees to perform the professional services as set forth herein, and shall be wholly responsible for the methods of performance and for the performance of the contract.

CONSULTANT is an independent contractor and shall have no authority express or implied, to act as an agent on behalf of the City or to bind the City to any obligation. The parties agree that CONSULTANT is

not a City employee and there shall be no:

- (a) Withholding of income taxes by the City;
- (b) Industrial insurance provided by the City;
- (c) Participation in group insurance plans which may be available to employees of the City;
- (d) Participation or contributions by either the independent contractor or City to any public employees retirement system;
- (e) Accumulation of vacation leave or sick leave;
- (f) Unemployment compensation coverage provided by City if the requirements of NRS 333.700 for independent contractors are met.

CONSULTANT shall maintain, during the term of this Contract, comprehensive general liability insurance for limits of not less than one million dollars (\$1,000,000) for bodily injury (including death) and property damages, per occurrence. As evidence of liability insurance coverage, the CITY will accept certification of insurance issued by an authorized representative of the insurance carrier. Each certificate shall contain a 30-day written notice of cancellation to the certificate holder and shall name the CITY as an additional insured.

If applicable, CONSULTANT shall maintain during the term of this Contract Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the State of Nevada. CONSULTANT must also comply with all applicable state laws which require participation in any state workers' compensation fund.

ARTICLE II - SCOPE OF SERVICES

The Scope of Services is set forth in Attachment "A" as attached hereto and incorporated herein by this reference which consists of one (1) page setting forth tasks. The responsibilities of the City are set forth in Attachment "B" as attached hereto and incorporated herein by this reference which consists of one (1) page.

ARTICLE III - COMPENSATION

Payment for the engineering services hereinabove set forth shall be made by the CITY to the CONSULTANT and shall be considered as full compensation for all personnel, materials, supplies, and equipment used in performing the services.

- A. Compensation to the CONSULTANT shall be on the basis of time and expense as set forth in Attachment "C" attached hereto and incorporated herein by this reference.
- B. Payments shall be made by the CITY based on itemized invoices from the CONSULTANT which lists costs and expenses. Such payments shall be for the invoice amount.
- C. CITY shall pay CONSULTANT within 45 days of receipt by CITY of CONSULTANT's invoice. If CITY disputes only portions of an invoice, CITY agrees to pay for undisputed items on that invoice within the time provided herein. Payment by CITY of invoices or requests for payment shall not constitute acceptance by CITY of work performed under this CONTRACT by the CONSULTANT.

- D. The budget for total charges for services authorized by this Agreement is fifty thousand dollars (\$50,000.00) per fiscal year and shall not be exceeded without authorization of the CITY. The budget may be increased by amendment hereto if necessitated by a change in the scope of services which increases the cost of providing the services. CONSULTANT is not authorized to provide any additional services beyond the scope of work, and will not be compensated by the CITY for performing such services, without a written amendment to the CONTRACT approved by the CITY.

ARTICLE IV - SCHEDULE OF WORK

CONSULTANT will commence and complete the services to be provided hereunder on such dates and times as identified in writing by the CITY's Project Manager. No charges or costs incurred for services or materials other than pursuant to an executed task order shall be reimbursed by CITY pursuant to this CONTRACT.

ARTICLE V - ASSIGNMENT OF AGREEMENT

CONSULTANT shall not assign this Contract without prior written approval of the CITY, which may be withheld for any reason whatsoever.

ARTICLE VI - SUBCONTRACTING

CONSULTANT shall not subcontract any portion of the work.

ARTICLE VII - BUSINESS LICENSE

CONSULTANT is required to maintain a current City of Reno business license, and to comply with all required business licensing requirements.

ARTICLE VIII - CITY'S RESPONSIBILITY

CITY shall designate a Project Manager to act as the CITY's representative with respect to the work performed under this CONTRACT.

CITY shall provide any information in its possession that is requested by CONSULTANT and is necessary to complete the Project. At CITY's sole discretion, the CITY's Project Manager shall coordinate and direct the services performed under this CONTRACT, and CITY staff assistance as may be required by this Agreement.

ARTICLE IX - NONDISCLOSURE OF PROPRIETARY INFORMATION

CONSULTANT shall consider all information provided by CITY to be proprietary unless such information is available from public sources. CONSULTANT shall not publish or disclose proprietary information for any purpose, other than the performance of services, without the prior written authorization of CITY, or in response to legal process or as required by the regulations of public entities.

ARTICLE X - NOTICE

Any notice, demand, or request required by or made pursuant to this CONTRACT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the persons specified below:

To CONSULTANT:

TruePoint Solutions
3262 Penryn Road Suite 100-B
Loomis, CA 95650

To CITY:

Community Development Department
Kim Jolly
Management Assistant
P.O. Box 1900
Reno, NV 89505

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and CITY.

ARTICLE XI - GOVERNING LAW

This CONTRACT shall be governed by and construed pursuant to the laws of the State of Nevada. In the event suit is commenced hereunder, the suit shall be brought in the appropriate Nevada State court in Washoe County, State of Nevada. In the event of an arbitration or mediation pursuant to Article XXI, such arbitration or mediation shall be held in Reno, Nevada.

ARTICLE XII - SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and their successors, and assigns to the other party to this CONTRACT and to the successors, and assigns of such other party, in respect to all covenants, agreements and obligations of this CONTRACT.

ARTICLE XIII - PAYMENT OF TAXES

CONSULTANT shall pay any and all Federal, State and local taxes, charges, fees, or contributions required by law to be paid with respect to CONSULTANT'S performance under this CONTRACT (including, without limitation, unemployment insurance, social security, and income taxes).

ARTICLE XIV - TERMINATION OF CONTRACT

Either party to this Contract may terminate the CONTRACT for cause upon giving the other party written notice. Cause for the CITY to terminate may include, failure of CONSULTANT to perform and performance by CONSULTANT which CITY deems unsatisfactory in CITY's sole judgment. Cause for

CONSULTANT may include, failure of CITY to make timely payment to CONSULTANT without good cause, following a demand for payment.

In the event the Contract is terminated by CITY for cause, including performance deemed unsatisfactory by CITY, or CONSULTANT'S failure to perform, or other cause created by CONSULTANT, CITY may withhold and offset against any payments otherwise due and/or seek recovery from CONSULTANT for amounts already paid, including without limitation: amounts paid for unsatisfactory work or work not done in accordance with this CONTRACT; value of CITY's time spent in correcting the work or problem; any increase in cost resulting from the problem or work; and any other costs which result from such termination.

ARTICLE XV - MODIFICATION OF WORK

CITY may terminate any or all of the work assigned by CITY under this Contract for any reason deemed sufficient in the CITY's sole discretion by so notifying CONSULTANT in writing. CONSULTANT shall be entitled to receive compensation for all work satisfactorily completed and performed until receipt of such notification.

At the CITY's sole discretion, the CITY can require the CONSULTANT to remove one or more of its employees either temporarily or permanently from one of more task orders, or can require the CONSULTANT to remove one or more of its employees permanently from working on any task order pursuant to this contract. The CONSULTANT will be required to furnish replacement employees to finish any uncompleted task order the CITY requires the CONSULTANT to finish. Upon the CITY'S written request, the CONSULTANT will be required to furnish a replacement employee for each of its employees prevented from working on all future task orders by the CITY. The CONSULTANT will not be entitled to additional compensation for any action taken by the CITY pursuant to this paragraph.

ARTICLE XVI - PROFESSIONAL SERVICES

CONSULTANT shall be responsible for the professional quality and technical accuracy of all services furnished by CONSULTANT under this CONTRACT. Without limiting the effect of any other provision of this CONTRACT and in addition to any other provision contained herein, CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its services.

CONSULTANT retained pursuant to this CONTRACT has represented to the CITY to be skilled in its profession to a degree necessary to perform the services and duties contained in this CONTRACT, and CITY hereby relies upon those representations. CONSULTANT shall perform such professional services and duties as contained in this CONTRACT in conformance to and consistent with the standards generally recognized as being employed by similar professionals in the State of Nevada. CONSULTANT makes no warranty, either expressed or implied, as to its findings, recommendations, specifications or professional advice other than as provided herein.

Neither CITY's review, approval, acceptance nor payment for any of the professional services or work required under this CONTRACT shall be construed to operate as a waiver of any of CITY'S rights under this CONTRACT. The rights and remedies of CITY provided for under this CONTRACT are in addition to any other rights and remedies provided by law.

Project information including, but not limited to reports, written correspondence, and verbal reports will

be prepared for the use of the CITY. The observations, findings, conclusions and recommendations made represent the opinions of the CONSULTANT. Reports, records, and information prepared by others may be used in the preparation of the reports to the CITY. The CONSULTANT has relied on the same to be accurate and does not make any assurances, representations, or warranties pertaining to the records or work of others, nor does the CONSULTANT make any certifications or assurances except as explicitly provided in writing. No responsibility is assumed by the CONSULTANT for use of reports for purposes of facility design by others.

ARTICLE XVII - GENERAL PROVISIONS

1. Integration. This CONTRACT, including the Attachments and the Recitals, all of which are true and correct and are incorporated by reference as a part of this CONTRACT, constitutes the complete and integrated agreement between the parties with respect to the matters recited herein, and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto.
2. Severability. The legality of any provision or portion of this CONTRACT shall not affect the validity of the remainder.
3. Amendment. This CONTRACT shall not be modified, amended, rescinded, canceled, or waived, in whole or in part, except by written amendment signed by duly authorized representatives of the parties.
4. No Third Party Benefit. This CONTRACT is a contract between CITY and CONSULTANT and nothing herein is intended to create any third party benefit.

ARTICLE XVIII - DUE AUTHORIZATION

Each party represents that all required authorizations have been obtained to execute this grant and for the compliance with each and every term hereof. Each person signing this CONTRACT warrants and represents to the other party that he or she has actual authority to execute this CONTRACT on behalf of the party for whom he or she is signing.

Duplicate originals. This CONTRACT is executed in one duplicate original for each party hereto, and is binding on a party only when all parties have signed and received a duplicate original.

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[signatures on following page]

IN WITNESS WHEREOF, CITY has caused this CONTRACT to be executed by the City of Reno and CONSULTANT has caused this CONTRACT to be executed, all as of the day and year first above written.

THE CITY OF RENO,
a municipal corporation of the State of Nevada

TRUEPOINT SOLUTIONS, LLC

By: _____
Hillary L, Schieve, Mayor

By: _____

ATTEST:

By: _____
Ashley Turney, City Clerk

APPROVED AS TO FORM ONLY

By: _____
City Attorney's Office

Attachment "A" Scope of Services

Modification of Accela Software

CONSULTANT will provide the CITY on call, as needed services to assist the Community Development Department with modification of its Accela software program. The modifications shall include, but not necessarily be limited to:

- Day to Day phone support and issue resolution
- System configuration changes
- Fee schedule configuration changes
- Event script configuration and other Accela Automation consulting as needed. Software modification services will be provided in the Department's facility at 1 East First Street.

Documentation of all software changes shall be provided to CITY.

Attachment "B" CITY RESPONSIBILITY

The CITY has identified the need for Accela software modification services to promote the furtherance of its permit program for the Community Development Department. In order for the CONSULTANT to perform to an acceptable service standard, the CITY is required to provide the following support services, technology and other assistance in conjunction with performance by the CONSULTANT.

CITY is required to provide CONSULTANT access to information systems necessary for CONSULTANT to perform in an acceptable capacity.

Attachment "C"

FEE SCHEDULE

CONSULTANT will invoice the CITY for actual time expended, and any travel and expenses approved as needed.

Classification	Hourly Rate
Support Services	\$150
Travel and Expenses billed as incurred if needed	

In no event shall the amount for the services to be performed by this contract exceed fifty thousand dollars (\$50,000.00) per fiscal year without the prior written approval of the City.