

**AMENDMENT NO. 1 TO CONTRACT NO. C21179976
BETWEEN THE CITY OF PALO ALTO AND TRUEPOINT SOLUTIONS**

This Amendment No. 1 (this "Amendment") to Contract No. C21179976 (the "Contract" as defined below) is entered into as of January 1, 2021, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and TRUEPOINT SOLUTIONS, a California Limited Liability company, located at 3262 Penryn Road, Suite 100-B, Loomis, California, 95650 ("CONSULTANT") are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of specialized services to manage and mentor five primary divisions (Public Works, Utilities, Planning, Building, and Fire) who use the Accela product ("Project") and desires to engage a consultant to be the conduit between the software vendor (Accela) and City subject matter experts (SME's) from each division to enhance their knowledge and utilization of the Accela product in connection with the Project ("Services").

B. The Parties now wish to amend the Contract in order to increase compensation by Three Hundred Sixty Two Thousand Three Hundred Eleven Dollars and Sixty Eight Cents (\$362,311.68) from Nine Hundred One Thousand Six Hundred Eighty Three Dollars (\$901,683) to a new total not to exceed compensation of One Million Two Hundred Sixty-Three Thousand Nine Hundred Ninety-Four Dollars and Sixty-Eight Cents (\$1,263,994.68).

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C21179976 between CONSULTANT and CITY, dated January 1, 2021.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2 TERM of the Contract is hereby amended to read as follows:

The term of this Agreement shall be from the date of its full execution through December 31, 2026, unless terminated earlier pursuant to Section 19 of this Agreement.

SECTION 3. Section 4 NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

The compensation to be paid to CONSULTANT for performance of the Services described in

Vers.: Aug. 5, 2019

Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed One Million Two Hundred Sixty-Three Thousand Nine Hundred Ninety-Four Dollars and Sixty-Eight Cents Dollars (\$1,263,994.68). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. In the event Additional Services are authorized, the total compensation for Basic Services, Additional Services and reimbursable expenses shall not exceed One Million Two Hundred Sixty-Three Thousand Nine Hundred Ninety-Four Dollars and Sixty-Eight Cents Dollars (\$1,263,994.68). The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "SCHEDULE OF RATES," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended and added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "A" entitled "SCOPE OF SERVICES", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS.
- c. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.
- d. Exhibit "C-1" entitled "SCHEDULE OF RATES". AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

TRUEPOINT SOLUTIONS

City Manager

Officer 1

DocuSigned by:
Keith Hobday
9ABDC8619C0A4DB...

By:
Name: Keith Hobday
Title: Director of Implementation,
Founding Partner
Khobday@truepointsolutions.com

APPROVED AS TO FORM:

Officer 2 (Required for Corp. or LLC)

City Attorney or designee

Signed by:
Bert Auburn
80451502832643A...

By:
Name: Bert Auburn
Title: Chief Executive Officer
Bauburn@truepointsolutions.com

Attachments:

- Exhibit A – Scope of Services, Amendment No.1 (Amended, Replaces Previous)
- Exhibit B – Schedule of Performance, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C – Compensation, Amendment No.1 (Amended, Replaces Previous)
- Exhibit C-1 – Schedule of Rates, Amendment No.1 (Amended, Replaces Previous)

EXHIBIT "A"
SCOPE OF SERVICES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT will provide the CITY with Accela Support Services. CONSULTANT shall be the conduit between the software vendor (Accela) and City subject matter experts (SME's) from each division to further enhance their knowledge and utilization of the Accela product, provide training, co-develop Management Reports and make modifications to the Accela Platform to improve efficiency and operations to outside programs such as apps utilized by the CITY.

Tasks 1: Ongoing Support and Maintenance

- I. Work closely with designated City staff to identify the best approach and needs of the individual "Super Users" from each division.
- II. Introduce new features and functionality as it becomes available using the most up to date software and provide expert support to the operational needs of the City's end users with all of the City's Accela products.
- III. Day to Day Mentoring and Guidance
- IV. Support implementation and enhancement of Online Permitting Services including the Electronic Document Review interface
- V. Support implementation and provide training on all Accela modules, Accela Automation, Apps, and Electronic Document Review software
- VI. Enhance efficiency and utility of Planning Mitigation Monitoring (PMM) and Transportation Demand Management (TDM) records
- VII. Provide support on various existing PDS dashboards and implement new dashboards as required by the City
- VIII. System maintenance support on Accela Mobile Office (includes AMO, iPad App, iPhone App or Android App)
 - a. Work with each group to define and deploy the "best fit" mobile APP
 - b. Provide basic training on Accela Mobile Apps
 - c. Create custom reports or email notifications from mobile devices
- IX. On-site or Remote assistance and support for Super Users when deemed appropriate by the City
 - a. Configuration changes and enhancements as recommended by CONSULTANT
 - b. Custom Quick Query creation
 - c. Custom portlet and console configuration
 - d. Workflow enhancements
 - e. Annual Fee updates, including impact fees, in-lieu fees, and other miscellaneous fees as needed
 - f. Ad Hoc report creation
 - g. Crystal report creation
 - h. Training as needed on all aspects of Accela Automation
 - i. Support the City with any questions or new initiatives that come up
 - j. Support City with Accela upgrades, new features, and required migration to new Accela platforms

- k. Coordination between Accela and City staff
 - l. Advice on streamlining efforts and activities within the Accela product
 - m. Support in current efforts and products such as DSD Dashboard, Mobile App, Green Halo Integration, Civic Insight Integration, Buildingeye Integration, and others as they come online.
- X. On-site or Remote assistance and support for Super Users (From PW, Planning Utilities, Fire, and Building) (20 hours per week)
- XI. Other Misc. Activities
- a. Work with Project Manager to support the City's "Open Data" and Accela's Civic Cloud initiative

CONSULTANT shall provide the following, but not limited to:

- a. Respond to inquiries within 24 hours
- b. Support via phone, MS Teams, other remote alternatives and onsite, if needed
- c. Provide a monthly progress report that addresses services provided and reports created in support of the City's effort to launch most current version of Accela and create management reports
- d. Provide the City an approximation of the number of hours it will take to create a report or other project-based efforts and attempt to stay within that estimate prior to implementation.
- e. CONSULTANT'S resources shall be available to provide additional support when needed
- f. Meet with City Project Manager monthly for an hour or less to address the CONSULTANT 's progress and performance.

CONSULTANT will provide overall Accela support and maintenance and implement enhancements, deemed necessary by the City. CONSULTANT will establish a process agreed to by City, for the testing and implementation of all changes and enhancements prior to formal rollout. Testing may or may not be by City staff working closely with CONSULTANT .

Tasks 2: Major Projects

CITY may elect to initiate the project below. CONSULTANT and CITY will agree to project details and establish specific work plan and timeline to be completed with the proposed budget in Exhibit B & C.

- i. Support implementation of Accela – GIS integration as the City migrates to ESRI GIS platform. (Status: Underway, 20% completion)
- ii. Support implementation of Accela Insights dashboards (Status: Not started, 0% completion)
- iii. Support implementation of Accela and Open Cities web service integration (Status: Not started, 0% completion)
- iv. Support implementation of Long-Range Planning project module (Status: Complete, 100% completion)

- v. Modify Impact Fee calculations as required by newly adopted local and state regulations and enhance efficiency and utility of Planning Impact Fee (PIF) records. (Status: Underway, 50% completion)
- vi. Power BI Report Buildout for Metrics (Status: Underway, 90% completion)
- vii. Re-evaluate current Mobile Solution implementations (Status: Complete, 100% completion)
- viii. Evaluate and track performance metrics for workflow processing times (Status: Complete, 100% completion)
- ix. Contingency (Status: Not started, 0% completion)

EXHIBIT "B"
SCHEDULE OF PERFORMANCE, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT shall perform the Services so as to complete each milestone within timeframe as specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement.

Deliverables	Schedule
Task 1: Ongoing Support & Maintenance	Daily/Ongoing
Task 2: Major Projects	
I. Support implementation of Accela – GIS integration as the City migrates to ESRI GIS platform.	To Be Determined
II. Support implementation of Accela Insights dashboards	To Be Determined
III. Support implementation of Accela and Open Cities web service integration	To Be Determined
IV. Support implementation of Long-Range Planning project module	Complete
V. Modify Impact Fee calculations as required by newly adopted local and state regulations and enhance efficiency and utility of Planning Impact Fee (PIF) records.	To Be Determined
VI. Power BI Report Buildout for Metrics	To Be Determined
VII. Re-evaluate current Mobile Solution implementations	Complete
VIII. Evaluate and track performance metrics for workflow processing times	Complete

EXHIBIT "C"
COMPENSATION, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation can also be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

The compensation to be paid to CONSULTANT under this Agreement for all services, additional services, and reimbursable expenses shall not exceed the amount(s) stated in Section 4 of this Agreement. CONSULTANT agrees to complete all Services and Additional Services, including reimbursable expenses, within this/these amount(s). Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth in this Agreement shall be at no cost to the CITY.

BUDGET SCHEDULE:

Deliverables	Hours	Rate	Total
Task 1: Ongoing Support & Maintenance	1300/year (5,200 total)	\$143.58/hour	\$746,616.00
Task 1: Ongoing Support & Maintenance (Amendment No. 1)	1300/year (2,600 total)	\$157.93	\$410,618.00
Sub-total Task 1			\$1,157,234
Task 2: Major Projects (Updated for Amendment No. 1)			
I. Support implementation of Accela – GIS integration as the City migrates to ESRI GIS platform.	64	\$157.93	\$10,107.52
II. Support implementation of Accela Insights dashboards	80	\$157.93	\$12,634.40

III.	Support implementation of Accela and Open Cities web service integration	80	\$157.93	\$12,634.40
IV.	Modify Impact Fee calculations as required by newly adopted local and state regulations and enhance efficiency and utility of Planning Impact Fee (PIF) records.	40	\$157.93	\$6,317.20
V.	Power BI Report Buildout for Metrics	12	\$157.93	\$1,895.16
VI.	Project Contingency	400	\$157.93	\$63,172.00
Sub-total Task 2				\$106,760.68
Total – Not to Exceed				\$1,263,994.68

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance, and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: **\$0.00**

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$500.00 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expenses, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Invoicing Process:

All invoices shall be submitted to the Planning Department’s contract email account at PCEContracts@cityofpaloalto.org to ensure timely payment.

EXHIBIT "C-1"
SCHEDULE OF RATES, AMENDMENT NO. 1
(AMENDED, REPLACES PREVIOUS)

CONSULTANT's schedule of rates for Additional Services per Section 4 is as follows:

CITY and CONSULTANT may at any time mutually agree to add new position titles, rates, and adjust listed rates so long as the changes do not increase the not to exceed compensation amount as specified in Section 4 of the Agreement.

Title	Hourly Rate
Consultant	\$157.93
Project Manager	\$173.73