

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

DATE: June 08, 2009

SUBJECT: APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SAVANT BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$200,000 FOR FISCAL YEAR 2009-10 WITH OPTIONS FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS FOR INFORMATION TECHNOLOGY SUPPORT OF THE LAWSON HUMAN RESOURCE AND FINANCE SYSTEM

Report in Brief

Staff recommends the City Council approve the Professional Services Agreement with Savant Business Solutions, Inc. for an amount up to \$200,000 for FY 2009-2010, with options for two additional one-year extensions, for support of the Lawson HR/Finance System, including a required upgrade to version 9.x, implementation of Lawson Business Intelligence (LBI), and the new PERS reporting requirements, and to authorize the City Manager to execute the agreement.

In order to continue seamless support for the Lawson HR/Finance System, staff requires the expertise provided by Savant Business Solutions, Inc. With this contract the City is assured a resource with Lawson Systems expertise along with the knowledge of our city practices and requirements.

Background

Information Technology has relied upon professional consultants for technical services and support in maintaining and upgrading the Lawson HR/Finance system that was installed in July of 2005. The Lawson HR/Finance system is an enterprise system, which means that it supports the City's functionality across multiple departments and is a critical component of the City's IT infrastructure. The professional staff of Savant Business Solutions, in concert with City staff, previously facilitated the implementation of the Employee/Manager Self Service module and a major upgrade to the Lawson system's base platform (the software upon which the Lawson applications run). Staff's experience working with Savant for these implementations were positive; all work was completed seamlessly, within budget, and in a timely manner.

Discussion

This proposed agreement with Savant Business Solutions will allow their expert staff to assist City staff with a required (in order to maintain manufacturer support) upgrade to Lawson Applications version 9.x, implementation of the Lawson Business Intelligence module (which will increase ease of use and functionality for managers), and development of a new PERS required report.

APPROVE PROFESSIONAL SERVICES AGREEMENT WITH SAVANT BUSINESS SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED \$200,000 FOR FISCAL YEAR 2009-10 WITH OPTIONS FOR TWO ADDITIONAL ONE-YEAR EXTENSIONS FOR INFORMATION TECHNOLOGY SUPPORT OF THE LAWSON HUMAN RESOURCE AND FINANCE SYSTEM

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The contract includes a thirty-hour minimum weekly engagement supporting the City of Concord. This assures the City a continuum of proven expertise supporting the Lawson HR/Finance system. In addition, the consultant supports database administration and enterprise application. Without this contract, the consultant may be engaged on other projects and the City would lose benefit of a Lawson expert with the knowledge of our City practices and requirements.

Fiscal Impact

Support for this contract was built into the Information Technology operating budget for Fiscal Year 2009-10 and remains available to fund the contract. Future years' funding of the optional one-year extensions is subject to the approval of the Information Technology operating budget by the City Council each year.

Public Contact

Posting of the Council Agenda

Recommendation for Action

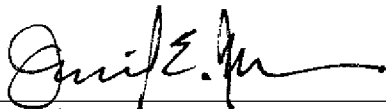
Staff recommends the City Council approve the Professional Services Agreement with Savant Business Solutions, Inc. for an amount up to \$200,000 for FY 2009-2010, with options for two additional one-year extensions, for support of the Lawson HR/Finance System and authorize the City Manager to execute the agreement.

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City Manager
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Enclosures: Attachment 1: Professional Services Agreement - Savant Business Solutions, Inc.

1 THIS AGREEMENT ("Agreement") is entered into on July 1, 2009 between the City of
2 Concord (the "CITY") and **Savant Business Solutions Inc., 8131 Mulberry Place, Dublin, CA**
3 **94568** (the "CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
5 and intentions:

6 The City desires to contract with **Savant Business Solutions Inc.** and **Savant Business**
7 **Solutions Inc.** to contract with the City for provision by **Savant Business Solutions Inc.** to the City
8 for professional services as further described herein, upon the terms and conditions hereinafter set
9 forth.

10 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
11 parties herein contained, the parties hereto agree as follows:

- 12 1. **Effective Date.** The effective date of this Agreement is July 1, 2009.
- 13 2. **Services.** CONSULTANT shall provide programming and system administration
14 services at the request of the CITY's authorized representative, on an hourly basis, at the rate
15 of \$118.75 per hour not to exceed \$200,000 per fiscal year, and only if monies are approved by
16 the City Council in future fiscal year budgets, in order to assist with system analysis, system
17 administration and programming tasks of including, but not limited to, the Lawson
18 HR/Financial Suite. CONSULTANT agrees to provide a minimum of 30 hours per week,
19 averaged over the course of the annual contract and the CITY agrees to engage
20 CONSULTANT a minimum of 30 hours per week averaged over the course of the annual
21 contract.
- 22 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which
23 are in addition to the basic services. If additional services are requested by CITY, this Agreement may
24 be amended, modified, or changed by the parties subject to mutual consent by execution of an
25 addendum by authorized representatives of both parties setting forth the additional scope of services to
26 be performed, the performance time schedule, and the compensation for such services.
- 27 4. **Authorized Representatives.** Authorized representatives shall represent CITY and
28 CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered by

1 CONSULTANT under this Agreement except where approval for the City is specifically required by
2 the City Council. All requirements of CITY pertaining to the services to be rendered under this
3 Agreement by CONSULTANT shall be submitted through these representatives and CITY shall
4 cooperate with CONSULTANT in all matters relating to this Agreement in such a manner as will
5 result in the performance of such work without delay.

6 CITY's authorized representative is authorized to execute purchase orders on behalf of CITY,
7 up to the total amount of the agreement for each fiscal year.

8 The CITY authorized representative is **Ron Puccinelli, Director of Information Technology**.
9 The CONSULTANT authorized representative is **Avais Dinga, President**.

10 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
11 for basic services rendered under Section 2 not to exceed \$200,000 per fiscal year for each
12 fiscal year term of this agreement. CONSULTANT may submit weekly statements for basic
13 and additional services rendered. It is intended that payment to CONSULTANT will be made
14 by CITY within (30) days of receipt of invoice.

15 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
16 shall be from the effective date through June 30, 2010, with the option to renew **by CITY upon**
17 **giving 45 days written notice to CONSULTANT** for up to two additional one-year terms, **upon the**
18 **same terms and conditions of the original agreement**, providing that funds are approved by the
19 City Council in future fiscal years' budget.

20 **7. Standard of Performance.** CONSULTANT represents to CITY that the services shall
21 be performed in an expeditious manner and with the degree of skill and care that is required by
22 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
23 shall be in conformance with generally accepted professional standards prevailing at the time work is
24 performed. The CONSULTANT agrees to comply with policies set forth by the CITY regarding the
25 protection of confidential data, including but not limited to Personal Information and Credit Card data.
26 CITY shall make said policies available to the CONSULTANT and CONSULTANT will
27 acknowledge receipt by submitting a signed copy of the policy to the CITY.

1 **8. Performance by Consultant** CONSULTANT shall not employ other consultants or
2 contractors to perform City services without the prior written approval of the City. CONSULTANT
3 hereby designates the CONSULTANT'S representative as the person primarily responsible for the
4 day-to-day performance of CONSULTANT'S work under this Agreement. CONSULTANT shall not
5 change the CONSULTANT'S representative without the prior consent of the City. Unless otherwise
6 expressly agreed by the City, CONSULTANT'S representative shall remain responsible for the quality
7 and timeliness of performance of the services, notwithstanding any permitted or approved delegation
8 hereunder.

9 **9. Ownership and Maintenance of Documents.** All documents furnished by
10 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT's services in respect
11 to this project. They are not intended nor represented to be suitable for reuse by others on extensions
12 of this project or on any other project. Any reuse without specific written verification and adoption by
13 CONSULTANT for the specific purposes intended will be at user's sole risk and without liability or
14 legal exposure and expenses to CONSULTANT, including attorney's fees arising out of such
15 unauthorized reuse.

16 CONSULTANT's records, documents, calculations, and all other instruments of service
17 pertaining to actual project shall be given to CITY at the completion of the project or upon request.
18 The City reserves the right to specify the file format that electronic document deliverables are
19 presented to the City. If agreement is terminated per Section 13, deliverables shall be provided based
20 on Section 13 requirements.

21 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the
22 City, its officers, agents, employees and volunteers from and against any and all claims, demands,
23 actions, losses, damages, injuries, and liability (including all attorney's fees and other litigation
24 expenses) arising out of the negligent acts or omissions of CONSULTANT in the performance of this
25 Agreement.

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

28 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain

1 commercial general liability insurance with limits of no less than two million dollars
2 (\$2,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
3 aggregate limit for bodily injury, personal injury, and property damage.

4 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
5 insurance covering all vehicles used in the performance of this Agreement providing a Two
6 Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal
7 injury, and property damage.

8 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
9 liability insurance with coverage for all negligent errors, acts or omissions committed by
10 CONSULTANT, its agents and employees in the performance of this Agreement. The amount
11 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on claims
12 made annual aggregate basis or a combined single limit per occurrence basis.

13 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
14 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
15 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
16 demand of the City Council and properly authorized agents, furnish proof that Workers'
17 Compensation Insurance is being maintained by it in force and effect in accordance with the
18 California Labor Code.

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

21 (1) CITY, its officers, agents, employees, and volunteers are to be covered
22 as additional insureds as respects: Liability arising out of activities performed by or on
23 behalf of CONSULTANT and operations of CONSULTANT, premises owned,
24 occupied, or used by CONSULTANT. The coverage shall contain no special
25 limitations on the scope or protection afforded to CITY, its officers, officials,
26 employees, or volunteers.

27 (2) CONSULTANT'S insurance coverage shall be primary insurance with
28 respect to CITY, its officers, officials, employees, and volunteers. Any insurance, risk

1 pooling arrangement, or self-insurance maintained by CITY, its officers, officials,
2 employees, or volunteers shall be in excess of CONSULTANT'S insurance and shall
3 not contribute with it.

4 (3) Any failure to comply with the reporting provisions of the policy shall
5 not affect the coverage provided to the CITY, its officers, officials, employees, or
6 volunteers.

7 (4) The aforementioned policies shall be issued by an insurance carrier
8 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
9 shall be delivered to CITY at the time of the execution of this Agreement or as
10 provided below. In lieu of actual delivery of such policies, a Certificate issued by the
11 insurance carrier showing such policy to be in force for the period covered by the
12 Agreement may be delivered to CITY. Such policies and certificates shall be in a form
13 approved by the City Attorney. Except for worker's compensation and professional
14 liability insurance, the policies mentioned in this subsection shall name CITY as an
15 additional insured and provide for thirty (30) days notice of cancellation to CITY. Said
16 policies shall not be canceled earlier than, nor the amount of coverage reduced earlier
17 than, thirty (30) days after the CITY receives notices from the insured of the intent of
18 cancellation or reduction.

19 **12. Suspension of Work.** CITY may, at any time, by ten (10) days' written notice,
20 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
21 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
22 performed and reimbursable expenses incurred prior to the suspension date. During the period of
23 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
24 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

25 **13. Termination.** CITY may terminate this Agreement for any reason upon ten (10) days
26 written notice to the CONSULTANT. CITY may terminate the Agreement upon five (5) days written
27 notice if CONSULTANT breaches this Agreement. In the event of termination, CONSULTANT shall
28 promptly deliver to the CITY any reports or other written, recorded, photographic, visual materials, or

1 electronic/computer data and other deliverables prepared for the CITY prior to the effective date of
2 such termination. After receipt of deliverables, CITY will pay CONSULTANT for the services
3 performed as of the effective date of the termination.

4 **14. Compliance with Civil Rights.** During the performance of this contract,
5 CONSULTANT agrees as follows:

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

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

14 **C. Solicitations for Subcontractors including Procurement of Materials and**
15 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
16 CONSULTANT for work to be performed under a subcontract including procurement of
17 materials or leases of equipment, each potential subcontractor, supplier or lessor shall be
18 notified by CONSULTANT of CONSULTANT'S obligation under this Agreement and the
19 regulations relative to nondiscrimination on the grounds of race, religion, color, sex, or
20 national origin.

21 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
22 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
23 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
24 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
25 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
26 control over the means of providing services under this Agreement.

27 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,
28 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and

1 permits for the conduct of its business and the performance of the services.

2 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
3 with the laws of the State of California, excluding any choice of law rules which may direct the
4 application of the laws of another jurisdiction.

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

10 **19. Enforceability.** In the event that any of the provisions or portions of application of
11 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
12 jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment in the provisions of
13 the Agreement with a view toward effecting the purpose of the Agreement. The illegality or invalidity
14 of any of the provisions or portions of application of any of the provisions of the Agreement shall not
15 affect the legality or enforceability of the remaining provisions or portions of application of any of the
16 provisions of the Agreement.

17 **20. Integration.** The Agreement contains the entire agreement and understanding between
18 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
19 contemporaneous agreements, commitments, representation, writings, and discussions between
20 CONSULTANT and CITY, whether oral or written.

21 **21. Successors and Assigns.** CITY and CONSULTANT respectively, bind themselves,
22 their successors, assigns, and legal representatives. CONSULTANT shall not assign or transfer any
23 interest in the Agreement without the City's prior written consent, which consent shall be in the City's
24 sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

25 **22. Attorney's Fees.** If either party to this Agreement commences any legal action against
26 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its
27 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and
28 attorney's fees.

1 **23. Financial Records.** Records of CONSULTANT’s direct labor costs, payroll costs,
2 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
3 generally recognized accounting basis and made available to CITY if and when required.

4 **24. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid
5 by Certified or Registered mail, return receipt requested, or by personal delivery to the City's address
6 as shown below, or such other places as CITY or CONSULTANT may, from time to time,
7 respectively, designate in a written notice given to the other. Notice shall be deemed received three (3)
8 days after the date of the mailing thereof or upon personal delivery.

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To CITY

Ron Puccinelli
Director of Information Technology
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3189
Fax: (925) 671-3198

To CONSULTANT

Avais Dinga, President
Savant Business Solutions Inc.
43660 Monarch Terrace
Fremont, CA 94538
Phone: 510 661-9215
Fax: 510 661-9217

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

CONSULTANT

CITY OF CONCORD

By: _____

By: _____

Name: Avais Dinga
Title: President
Address: 8131 Mulberry Place
Dublin, CA 94568
Telephone: 510 661-9215

Name: Daniel E. Keen
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

1 FINANCE DIRECTOR'S CERTIFICATION:

2 Concord, California

3 Date: _____, 200__

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5 I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED
6 DURING THE CURRENT FISCAL YEAR 2009/10 TO PAY THE ANTICIPATED
7 EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT THE SUM OF
8 \$ 200,000

9 Account Code 634 26151A10 -63158, 634 26151A02 -63158

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9 _____
Finance Director's Signature

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