

# TRI-VALLEY TRANSPORTATION COUNCIL

## TRI-VALLEY TRANSPORTATION COUNCIL RESOLUTION NO. 2023-07

### A RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR BOOKKEEPING AND ACCOUNTING SERVICES BETWEEN THE TRI-VALLEY TRANSPORTATION COUNCIL AND MAZE AND ASSOCIATES AND APPROVING THE FORM OF THE AGREEMENT

**WHEREAS**, in March 2023, the Tri-Valley Transportation Council (TVTC) released a Request for Proposals for Bookkeeping and Accounting Services with a deadline to receive the proposals by March 31,2023; and,

**WHEREAS**, TVTC received four proposals from Maze and Associates, Regional Government Services (RGS), Eide Bailly LLP, and The Pun Group; and,

**WHEREAS**, Staff evaluated the proposals and determined Maze and Associates has extensive governmental accounting services experience, is the most qualified firm to meet TVTC's RFP requirements, and Maze and Associates' proposal best meet the needs of TVTC; and,

**WHEREAS**, TVTC staff now recommends that TVTC award a Professional Services Agreement ("Agreement") for Bookkeeping and Accounting Services to Maze and Associates and approve the form of said Agreement attached hereto and incorporated herein as Attachment1; and,

**WHEREAS**, the form of the Agreement shall be finalized by TVTC's general counsel in conjunction with TVTC's administrator and shall include the following terms: (1) Two-year initial term with two one-year extensions; (2) an amount not to exceed amount of \$50,260 for the two-year initial term and two one-year extensions in accordance with the fee schedule attached to the Agreement for bookkeeping and accounting services; and (3) standard indemnification and insurance requirements; and,

#### **NOW THEREFORE BE IT RESOLVED THAT TVTC:**

1. Awards a Professional Services Agreement for Bookkeeping and Accounting Services to Maze and Associates; and
2. Approves the form of a Professional Services Agreement with a two-year initial term with two one-year extensions in an amount not-to-exceed \$50,260, attached hereto and incorporated herein as Attachment 1, and authorizes the TVTC Administrator to finalize the form, including making any minor modifications and clarifications, subject to review and approval of the General Counsel; and
3. Authorizes the Chairperson to execute the Agreement on behalf of TVTC subject to review and approval as to form by the General Counsel.

# TRI-VALLEY TRANSPORTATION COUNCIL


**PASSED, APPROVED AND ADOPTED** at the meeting of April 17, 2023 by the following votes:

**AYES:** Josey, Arnerich, Testa, Anderson, Perkins

**NOES:**


**ABSENT:** Haubert, Kiick

**ABSTAIN:**

DocuSigned by:  
  
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Jean Josey, Chair  
Tri-Valley Transportation Council

**ATTEST:**

DocuSigned by:  
  
FAA6458A7AE046C  
Sai Midididdi, TVTC Administrative Staff

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TRI-VALLEY  
TRANSPORTATION COUNCIL (“TVTC”)**

**AND  
MAZE AND ASSOCIATES  
FOR  
BOOKKEEPING AND ACCOUNTING SERVICES**

The Tri-Valley Transportation Council, a joint powers authority formed under the Joint Exercise of Powers Act (Gov. Code §§ 6500 *et seq.*) (“TVTC”) and Maze and Associates a professional accounting firm, (“CONTRACTOR”), enter into this Professional Services Agreement (“Agreement”) as of this 28th day of April 2023 (“Effective Date”). TVTC and Contractor are individually referred to herein as “Party” and collectively referred to herein as “Parties.” The Parties hereby agree as follows:

1. **Scope of Service.** CONTRACTOR shall provide TVTC with bookkeeping and accounting services (“Work”). An outline of the scope of services for the Work including mandatory timeframes for performance, and the maximum fee for each item under this Agreement is attached hereto as **Exhibit A** and incorporated herein (“Scope of Services”).

CONTRACTOR shall comply with generally-accepted standards and governmental requirements applicable to specific tasks hereunder or as may be necessary to enable CONTRACTOR to competently perform the Work required hereunder.

2. **Modification of Agreement.** TVTC may request changes to this Agreement including to the Scope of Services to be performed by CONTRACTOR. Such requests shall be made in writing exclusively by the TVTC Administrator, and shall describe in detail the proposed additions, deletions, or modifications. Such requests will include tabulation of costs, expenses, and time required to complete the requested additional work. Neither TVTC’s request nor CONTRACTOR’S reply shall constitute a modification of this Agreement. Any modification shall be contained in a written amendment to the Agreement and will be effective only if signed by both parties. Execution of the Amendment by the TVTC shall constitute authorization to proceed with the additional work identified in the request.
3. **Term.** CONTRACTOR’S performance shall begin on Effective Date and shall expire on June 30, 2025, unless extended as provided in Section 4 below (“Initial Term”).

CONTRACTOR may commence work as of the date authorized by the TVTC Technical Advisory Committee (“TAC”) which date may be prior to execution

of this Agreement. However, CONTRACTOR is under no obligation to commence work hereunder prior to execution of this Agreement.

4. **Extension.** TVTC has the option to request two (2) one-year extensions to this Agreement (“Extension Term”). In the event that TVTC requests such an extension or extensions and CONTRACTOR agrees to accept such extension, TVTC shall pay CONTRACTOR for any subsequent services at the extension term rates set forth in Exhibit A, attached hereto and incorporated herein. Such extension must be memorialized in a writing signed by both parties.
  
5. **Compensation.** TVTC agrees to pay CONTRACTOR an amount not to exceed FIFTY THOUSAND TWO HUNDRED AND SIXTY DOLLARS (\$50,260) under this Agreement for the Initial Term and the Extension Term in accordance with the rates set forth in Exhibit A, and incorporated herein. In accordance with Exhibit A, TVTC shall pay CONTRACTOR an amount not to exceed TWO THOUSAND SIX HUNDRED AND NINETY-SEVEN DOLLARS (\$2,697) for Accounting Transition services and End of the Year Procedures, ELEVEN THOUSAND THIRTY FIVE DOLLARS (**\$11,035**) for FY 2023-2024, ELEVEN THOUSAND FIVE HUNDRED AND EIGHTY SEVEN (\$11,587) for FY 2024-2025 and not to exceed TWELVE THOUSAND ONE HUNDRED AND SIXTY-SIX DOLLARS (\$12,166) for the Year 1 extension and TWELVE THOUSAND SEVEN HUNDRED AND SEVENTY-FOUR DOLLARS (\$12,774) for the Year 2 extension.  
  
Upon completion and acceptance of the deliverables CONTRACTOR shall submit an itemized invoice for the completed work showing applicable rates and charges as agreed to hereunder and the total amount due.
  
6. **Cooperation of TVTC.** TVTC shall make available to CONTRACTOR all financial records and related information necessary for performance of CONTRACTOR’S work under this Agreement.
  
7. **Independent Contractor.** CONTRACTOR is an independent CONTRACTOR and shall not for any purpose be deemed to be an employee, agent, or other representative of TVTC. Services called for herein shall be deemed to be unique. CONTRACTOR shall not assign, sublet, transfer, or otherwise substitute its interest in this Agreement, or any of its obligations hereunder, without the prior written consent of the TVTC.
  
8. **Proprietary or Confidential Information.** CONTRACTOR understands and agrees that, in the performance of the work under this Agreement or in contemplation thereof, CONTRACTOR may have access to private or confidential information owned or controlled by TVTC. Such information may contain proprietary or confidential details, the disclosure of which may be damaging to TVTC or to third parties.

CONTRACTOR agrees that all information disclosed to CONTRACTOR by TVTC shall be held in confidence and used only in performance of this Agreement. CONTRACTOR shall exercise the same standard of care to protect such information, as a reasonably prudent businessperson would use to protect its own proprietary or confidential information.

- 9. Work Product.** The work product of CONTRACTOR in performing this Agreement shall become the property of TVTC. Such work product shall be provided to TVTC as a hard copy and in a searchable electronic format.
- 10. Final Work Product.** Final work products produced by CONTRACTOR in the form of computer files shall be delivered in a searchable electronic format. All hard copy (paper) reports shall be accompanied by associated digital files used to create them. All of CONTRACTOR'S work product under the Agreement shall be the property of the TVTC.
- 11. Financial Records of Contractor.** CONTRACTOR shall maintain accounting records of funds received under this Agreement and full documentation of performance hereunder. CONTRACTOR shall permit TVTC to have access to those records for the purpose of making an audit, examination, or review of financial and performance information relating to this Agreement. CONTRACTOR shall maintain such records for a minimum of four (4) years following payment by TVTC for the last invoice for such services to be provided.
- 12. GAAP.** In performance of the Work hereunder, CONTRACTOR shall follow all generally accepted accounting principles (GAAP) for government entities and shall maintain the general ledger and prepare the financial statements on both the modified accrual and full accrual bases of accounting.
- 13. Conflict of Interest.** No officer, member, or employee of TVTC and no member of their governing bodies shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. CONTRACTOR shall not serve on the TVTC Governing Board, committee, or hold any such position which either by rule, practice or action nominates, recommends, supervises CONTRACTOR'S operations, or authorizes funding to CONTRACTOR.
- 14. Nondiscrimination.** CONTRACTOR represents that it does not and agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, age, sexual preference, national origin, disability or other condition or status protected by law.
- 15. Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend, and hold harmless the TVTC, its officers, employees, and agents from and against any and all claims, demands, liability, costs, and

expenses of whatever nature, including court costs and attorney fees, arising out of the performance of this Agreement, including any injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct, negligent acts, errors or omissions, of CONTRACTOR, its subcontractors, agents, employee, licensees, or guests in the making or performance of this Agreement.

To the fullest extent permitted by law, CONTRACTOR shall hold TVTC harmless and defend any suit or other proceedings brought by CONTRACTOR'S employees, contractors and/or agents, either against CONTRACTOR and/or TVTC, for compensation and/or other benefits claimed as "common law" or "implied by law" employees of TVTC.

**16. Insurance.** CONTRACTOR shall procure, prior to commencement of service, and keep in force for the term of this Agreement, the following policies of insurance, certificates, or binders as necessary to establish that the coverage described below is in place with companies licensed to do business in California. If requested, CONTRACTOR shall provide TVTC with copies of all insurance policies. The insurance coverage shall include:

A. Commercial General Liability Insurance. Commercial General Liability insurance, including but not limited to, bodily injury, broad form property damage, contractual liability and, if necessary, products and completed operations or owners and CONTRACTOR protective liability. The policy shall contain a severability of interest clause or cross liability clause or the equivalent thereof.

Coverage afforded TVTC shall be primary insurance. Any other insurance available to TVTC under any other policies shall be excess insurance. Limits of liability shall include the following:

- (1) Bodily injury, one million dollars (\$1,000,000)
- (2) Property damage, one million dollars (\$1,000,000) or
- (3) Combined single limit (CSL) for bodily injury and property damage, one million dollars (\$1,000,000) per accident for bodily injury and property damage.

If the policy is a "claims made" policy, the following endorsements shall be included:

- (1) The retroactive shall be the effective date of this Agreement or a prior date.
- (2) The extended reporting or discovery period shall be not less than thirty-six (36) months.

B. Automobile Liability Insurance. Automobile liability insurance, including all owned, non-owned and hired automobiles used by the CONTRACTOR or its agents in the performance of this Agreement shall have a minimum

combined single limit of one million dollars (\$1,000,000) for bodily injury and property damage.

- C. Worker's Compensation Insurance. Worker's Compensation insurance as required by the laws of the State of California including statutory coverage for Employers Liability with limits not less than one million dollars (\$1,000,000).

CONTRACTOR is aware of provisions in the California Labor Code, which require every employer to provide Worker's Compensation coverage, or to self-insure in accordance with provisions of that Code. CONTRACTOR shall comply with those provisions before commencing work hereunder and throughout the term of this Agreement. Likewise, CONTRACTOR shall require all of its subcontractors to comply with those provisions.

- D. Professional Liability Insurance. Professional liability (errors and omissions) insurance is required in the amount of one million dollars (\$1,000,000) per claim and in the aggregate for two (2) years beyond completion of this Agreement.

**17. Additional Insurance Provisions.** The following additional provisions apply to the insurance coverage required as indicated in paragraph 15 above.

- A. Additional Insured. CONTRACTOR shall name TVTC, its Board Members, officers, agents, and employees as additional insureds in the Comprehensive Commercial General Liability and Automobile Liability policies. If CONTRACTOR submits the ACORD Insurance Certificate, the additional insured endorsements must be set forth on CH20 10 11 85 (or more recent) form and/or CA 20 48 form.
- B. Notice of Cancellation. The policies shall provide for thirty (30) days written notice to TVTC prior to cancellation, termination or material change in coverage.
- C. Certificate Holder. The certificate holder shall be the same person and have the address as indicated in Paragraph 19 (Notices) of this Agreement.
- D. Insurance Rating. Insurers shall have current A.M. Best's rating of not less than A:VII, shall be licensed to do business in the State of California, and shall be acceptable to TVTC.
- E. Replacement Coverage. In the event CONTRACTOR breaches any of the insurance provisions of this Agreement, TVTC shall have the option to obtain, at CONTRACTOR'S expense, the coverage required hereunder. The cost of obtaining and maintaining such coverage may be deducted

from any sums otherwise payable to CONTRACTOR for services under this Agreement.

- F. Interpretation. All endorsements, certificates, forms, coverage and limits of liability referred to herein shall have the meaning given such terms by the Insurance Services Officer of the State of California as of the effective date of this Agreement.
- G. Proof of Insurance. CONTRACTOR will be required to provide proof of insurance coverage required hereunder prior to executing the Agreement. Additionally, if requested by TVTC, CONTRACTOR shall provide certified copies of the insurance policies. Any endorsements must be signed by a person authorized by the insurer to bind coverage on its behalf.
- H. If the CONTRACTOR's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this Agreement so as to not prevent any of the Parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

**18. Termination on Notice.** TVTC may terminate this Agreement immediately for cause, or without cause upon giving thirty (30) calendar days written notice to CONTRACTOR. In the event of termination without cause TVTC shall pay all charges outstanding and approved by TVTC at the time of termination within thirty (30) days following termination.

**19. Suspension of Performance.** For the convenience of TVTC or because of events beyond the control of TVTC, TVTC may give written notice to CONTRACTOR to suspend all work under this Agreement. If CONTRACTOR'S work is suspended for longer than a period of one hundred twenty (120) days, an adjustment to CONTRACTOR'S compensation may be made for increased costs, if any, and this Agreement shall be modified accordingly.

**20. Notices.** If either party shall desire or is required to give notice to the other such notice shall be given in writing, via facsimile and concurrently by prepaid U.S. certified or registered postage, addressed to recipient as follows:

**To TVTC:**

c/o Dublin  
**Attn: Sai Midididdi**  
TVTC Administrative Staff

**To CONTRACTOR:**

Katherine Yuen Krisch, CPA, Partner  
Maze and Associates.  
3478 Buskirk Ave, Ste 215



100 Civic Plaza  
Dublin, CA 94568

Pleasant Hill, CA 94523

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

**21. Commencement, Completion and Closeout.** Time is of the essence in the performance of this Agreement. Any time extension granted to CONTRACTOR must be in writing and shall not constitute a waiver of right the TVTC may have under the Agreement.

It shall be the responsibility of CONTRACTOR to coordinate and schedule the work to be performed so that commencement and completions take place in accordance with the provisions of the Agreement. Within thirty (30) days of completion CONTRACTOR shall submit to TVTC a final billing to include all costs, charges, and claims in connection with the completed work. TVTC shall not be required to pay for any work or claims not included on the aforementioned final billing.

**22. Governing Law/Venue.** This Agreement shall be governed by the laws of the State of California with venue in either Contra Costa or Alameda County.

**23. Entire Agreement of Parties.** This Agreement supersedes any and all agreements, oral or written, between the parties with respect to the rendering of services by CONTRACTOR to TVTC and contains all of the representations, covenants and agreements between the parties as to the rendering of those services.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first written below.

**TRI-VALLEY TRANSPORTATION COUNCIL**

DATED: 5/1/2023

DocuSigned by:  
*Jean Josey*  
By \_\_\_\_\_  
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Jean Josey, TVTC Chair

**MAZE AND ASSOCIATES, CONTRACTOR**

DATED: 4/28/2023

DocuSigned by:  
*Katherine Yuen Krusch*  
By \_\_\_\_\_  
603A1FBF786F433...  
Contractor, Maze And Associates  
(Authorized Executive of Company)

**APPROVED AS TO FORM**

DATED: 5/1/2023

DocuSigned by:  
*Steven Mattas*  
By \_\_\_\_\_  
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Steven Mattas, Legal Counsel  
Meyers Nave

**Exhibit A – Scope of Work and Compensation**

1. **Scope of Services.** CONTRACTOR shall be responsible for providing the TVTC with bookkeeping and accounting services (“Work”), in accordance with all generally accepted accounting principles (GAAP) for government entities, including:
  - a. Maintaining the TVTC’s banking accounts;
  - b. Maintaining monthly bookkeeping;
  - c. Preparing monthly Profit & Loss Statements and Balance Sheets;
  - d. Preparing the annual Financial Report (working with the TVTC Treasurer and Technical Advisory Committee);
  - e. Receiving invoices from contractors (approximately six (6) to twelve (12) per year) and generating checks for proper signature authorization through the TVTC Treasurer;
  - f. Generating checks to designated agencies (approximately one (1) to four (4) per year), and mailing to the TVTC Administrator for signature and disbursement, as outlined in the TVTC financial transaction process.
  - g. Provide accounting transition services between April 2023 and July 2023 and develop a procedure to outline the steps that need to be followed at the end of the year to comply with Audit requirements.

2. **Mandatory Time Frame.** All accounting and bookkeeping work for a given FY must be completed by June 30<sup>th</sup> of that year.

3. **Rates.**

<b>FY 2023-24</b>	<b>FY 2024-25</b>	<b>Transition Services</b>	<b>Year 1 Extension</b>	<b>Year 2 Extension</b>
\$ 11,035	\$ 11,587	\$ 2,697	\$ 12,166	\$ 12,774