



City of
Santa Rosa

E-MAILED
8-13-13

August 13, 2013

Melissa Kern, Managing Partner/Owner
IK Consulting, LLC
P.O. Box 17661
Tucson, AZ 85731

**CITY OF SANTA ROSA AGREEMENT NO. F000600 ACCELA AUTOMATION
PROJECT MANAGEMENT AND IMPLEMENTATION CONSULTING
SERVICES**

On July 30, 2013, the City Council, by resolution, approved staff's recommendation to award the above referenced Agreement to your firm.

Enclosed for your records is a copy of the executed Agreement No. F000600. Please note that this agreement number should be referenced on all invoices and associated correspondence. The City has also approved the contract certificates of insurance submitted by your firm. Therefore, this letter is your Notice to Proceed with work under this agreement as of August 13, 2013.

The City appreciates your cooperation with the City's contract award process and looks forward to a successful contract with IK Consulting, LLC.

Please give me a call at 707-543-3706 with any questions.



JIM WRIGHT
Purchasing Agent

JWW

c: Cathy Haralson, Accounting Services Supervisor
Brian Tickner, IT Section Manager

Enclosures

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PURCHASING
FINANCE DEPARTMENT
635 First Street • Santa Rosa, CA 95404
Phone: 707-543-3700 • Fax: 707-543-3703
www.srcity.org

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH IK CONSULTING, LLC
AGREEMENT NUMBER F000600**

This "Agreement" is made as of this 30th day of July, 2013, by and between the City of Santa Rosa, a municipal corporation ("City"), and IK Consulting, LLC, an Arizona Limited Liability Company, ("Consultant").

RECITALS

A. City desires project management and implementation services for Permits Plus to Accela Automation Upgrade.

B. City desires to retain a qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to City in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to City the project management and implementation services described with further particularity in the City's Request for Proposals 12-39 Project Management and Implementation Consulting Services for Permits Plus to Accela Automation Upgrade dated November 5, 2012, Consultant's proposal dated December 3, 2012, of which are attached hereto as Exhibits A and B (in order of precedence) which are incorporated by reference as though fully set forth, and in accordance with the provisions of this Agreement. Exhibits A and B are attached hereto solely for the purpose of defining the manner and scope of services to be provided by CONSULTANT hereunder and are not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In case of any conflict between the terms of these documents, the terms of this Agreement shall control and prevail. The parties agree that any term contained in Exhibit B that adds to, varies or conflicts with the terms of this Agreement is null and void.



2. COMPENSATION

a. City shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of two hundred seventy-four thousand eight hundred fifty seven dollars and no cents (\$274,857.00). The City's Chief Financial Officer is authorized to pay all proper claims from IFAS Key 02060.

3. DOCUMENTATION; RETENTION OF MATERIALS

a. Consultant shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Consultant shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of this Agreement and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years after completion of all services hereunder.

4. INDEMNITY

Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind,

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interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

5. INSURANCE

Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Consultant, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Consultant agrees that the City shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. TERMINATION

a. This Agreement may be terminated by either party by giving ten (10) days written notice to the other party of its intent to terminate the Agreement.

b. Upon such termination, Consultant shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Consultant for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Consultant.



8. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Brian Tickner
I.T. Application Services Manager
City of Santa Rosa
90 Santa Rosa Ave – 2nd Floor
Santa Rosa, CA 95404
707-543-4370 Voice
707-543-3126 Fax
btickner@srcity.org

Consultant Representative:

Melissa Kern
Managing Partner/Owner
IK Consulting, LLC
P.O. Box 17661
Tucson, AZ 85731
520-891-5376 Voice
520-733-6282 Fax
missy.kern@lkpartners.com

9. INDEPENDENT CONTRACTOR

The parties intend that Consultant, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Consultant, including Consultant's employees, shall not be considered agents or employees of City. Neither Consultant nor Consultant's employees shall be entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by the City for its employees.

10. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid on an hourly basis at the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

11. SUCCESSORS AND ASSIGNS

City and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

(Handwritten mark)

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit B. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than twenty-four months after the date of the Agreement above.

13. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

d. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

e. Conflict of Interest. The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 et seq., comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity. In the event that the City determines, in its discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of this Agreement: (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants," and (2) Cause these

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individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Agreement, Consultant shall cause these individuals to file with the City Representative annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Ownership and Use of Property Rights. Unless otherwise expressly provide herein, all original works created by Consultant for City hereunder shall be and remain the property of City. Consultant agrees that any patentable or copyrightable property rights, to the extent created for City as part of the services provided hereunder, shall be in the public domain and may be used by anyone for any lawful purpose.

h. Incorporation of attachments and exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

14. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof. If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.



Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: IK Consulting, LLC, an
Arizona Limited Liability Company

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
 Partnership
 Corporation
 Limited Liability Company
 Other (please specify: _____)

Signatures of Authorized Persons:

By: Melissa O'Keefe

Print Name: Melissa O'Keefe

Title: Managing Partner

Taxpayer I.D. No. 71-0883304

City of Santa Rosa Business Tax Cert. No.

81849

Attachments:

Attachment One - Insurance Requirements

Exhibit A - City's Request for Proposals 12-39 Project Management and Implementation Consulting Services for Permits Plus to Accela Automation Upgrade dated November 5, 2012

Exhibit B - Consultant's proposal dated December 3, 2012

CITY OF SANTA ROSA

a Municipal Corporation

By: Scott Bartley

Print Name: Scott Bartley

Title: Mayor

ATTEST:

Terri A. Diggins
City Clerk

APPROVED AS TO FORM:

Angela Casagrande, ACPA
Office of the City Attorney

ATTACHMENT ONE

INSURANCE REQUIREMENTS FOR AGREEMENTS FOR PROFESSIONAL SERVICES

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Limits	Coverage	Additional Coverage Requirements
1. Commercial liability	general \$ 1 million per occurrence \$ 2 million aggregate	per	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage	\$ 1 million		ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional (E&O)	liability \$ 1 million per claim \$ 1 million aggregate		Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million		As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.
2. Liability policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant's

insurance and shall not contribute with it; and,

- b. The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy. General liability coverage can be provided in the form of an endorsement to Consultant'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 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the contract. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Self-insured retentions above \$10,000 must be approved by the City. At the City's option, Consultant may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



**SIXTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000600
WITH IK CONSULTING, LLC**

This Sixth Amendment to Agreement number F000600, dated July 30, 2013 ("Agreement") is made as of this 11 day of MAY, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and IK Consulting, LLC ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide project management and implementation services for Permits Plus to Accela Automation Upgrade.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the time of performance and adding additional funding to enable Consultant to assist with annual upgrades to the Accela Civic platform and Citizen Access portal to the latest version, extending the permits available in the online Citizen Access portal, and continue assisting the City with addressing technical issues and additional needed functionality with the Accela Automation permitting and inspection software used at the City.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$30,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of four hundred ninety-two thousand seven hundred forty-three dollars and no cents (\$522,743.00). The City's Chief Financial Officer is authorized to pay all proper claims from various charge numbers."

2. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2024."

3. Section 15. Counterparts and Electronic Signatures.

Section 15 (Counterparts and Electronic Signatures) is added to the Agreement after Section 14 (Authority; Signatures Required for Corporations) as follows:

“Section 15. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

Name of Firm: IK Consulting, LLC

TYPE OF BUSINESS ENTITY (*check one*):

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Signatures of Authorized Persons:

By: Melissa O. Kern
Melissa O. Kern (May 10, 2022 14:36 PDT)

Print Name: Melissa O. Kern

Title: Managing Partner

City of Santa Rosa Business Tax Cert. No.

06518061

CITY OF SANTA ROSA
a Municipal Corporation

By: 

Print Name: Jason Nutt

Title: Assistant City Manager

APPROVED AS TO FORM:


Jessica Mullan (May 11, 2022 10:20 PDT)

Office of the City Attorney











IK Consulting / Santa Rosa - Amendment 6 to F000600

Final Audit Report

2022-05-11

Created:	2022-05-10
By:	Tara Norman (TNORMAN@SRCITY.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAonq3pkzYqyW30rX5Yrqp-oq9hnbX4oGJ

"IK Consulting / Santa Rosa - Amendment 6 to F000600" History

-  Document created by Tara Norman (TNORMAN@SRCITY.ORG)
2022-05-10 - 5:35:54 PM GMT
-  Document emailed to Melissa O. Kern (missy.kern@ikcpartners.com) for signature
2022-05-10 - 5:42:04 PM GMT
-  Email viewed by Melissa O. Kern (missy.kern@ikcpartners.com)
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-  Document e-signed by Melissa O. Kern (missy.kern@ikcpartners.com)
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-  Document emailed to Jessica Mullan (JMullan@srcity.org) for signature
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-  Document emailed to Jason Nutt (jnutt@srcity.org) for signature
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-  Document e-signed by Jason Nutt (jnutt@srcity.org)
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 Agreement completed.

2022-05-11 - 11:18:35 PM GMT