PROFESSIONAL SERVICES CONTRACT BETWEEN THE CITY OF HUNTINGTON BEACH AND IK CONSULTING, LLC

FOR

PROJECT MANAGEMENT, IMPLEMENTATION AND UPGRADE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY," and, IK CONSULTING, LLC, a hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to perform a project management, implementation and upgrade services for Accela Automation.; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit** "A," which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates Melissa Kern who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM: TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on , 2023 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than two (2) years from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed Four Hundred Thousand Dollars (\$400,000).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. <u>METHOD OF PAYMENT</u>

CONSULTANT shall be paid pursuant to the terms of Exhibit "B."

7. <u>DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS</u>

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

A. CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

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apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

B. To the extent that CONSULTANT performs "Design Professional Services" within the meaning of Civil Code Section 2782.8, then the following Hold Harmless provision applies in place of subsection A above:

"CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY and its officers, elected or appointed officials, employees, agents and volunteers, from and against any and all claims, damages, losses, expenses, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) to the extent that the claims against CONSULTANT arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more other defendants to the claims and/or litigation is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, CONSULTANT shall meet and confer with CITY and other defendants regarding unpaid defense costs. The duty to indemnify, including the duty and the cost to defend, is limited as provided in California Civil Code Section 2782.8.

C. Regardless of whether subparagraph A or B applies, CITY shall be reimbursed by CONSULTANT for all costs and attorney's fees incurred by CITY in enforcing this obligation. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

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9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The abovementioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification

of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY.

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CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

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15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

TO CONSULTANT:

City of Huntington Beach ATTN: City Manager 2000 Main Street Huntington Beach, CA 92648 IK Consulting, LLC ATTN: Melissa Kern 12350 E. Speedway Blvd. Tuscon, AZ 85748

17. <u>CONSENT</u>

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

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18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement

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which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. <u>IMMIGRATION</u>

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

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25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

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29. <u>EFFECTIVE DATE</u>

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT, IK CONSULTING, LLC	CITY OF HUNTINGTON BEACH, a municipal
Melissa O. Digitally signed by Melissa O. Kern DN: cn=Melissa O. Kern, o=IK Consulting, LLC, ou=Managing Partner,	corporation of the State of California
Kern email=missy,kern@ikcpartners.com, c=US Date: 2023.10.11 14:09:23 -07'00'	
By:	Mayor
Melissa O. Kern, Managing Partner	
ITS: (circle one) Chairman/President/Vice President	City Clerk
1 TOOLGOTT	INITIATED AND APPROVED:
AND Constance C. By: Ingram Constance C Ingram Digitally signed by Constance C. Ingram DN: cn=Constance C. Ingram, c=IK Consultir LLC, ou-Managing Partner, email=connie.ingram@ikcpartners.com, c=L Date: 2023.10.11 14:11:18-07'00' ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer	Assistant City Manager
	City Manager
	APPROVED AS TO FORM: City Attorney
	City Attorney

29. <u>EFFECTIVE DATE</u>

This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers.

CONSULTANT, IK CONSULTING, LLC	CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California
By:	Mayor
print name ITS: (circle one) Chairman/President/Vice President	City Clerk
AND	INITIATED AND APPROVED:
By:	Assistant City Manager
print name ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer	REVIEWED AND APPROVED:
	City Manager
	APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

A. <u>STATEMENT OF WORK:</u> (Narrative of work to be performed)

SEE ATTACHED EXHIBIT A

- B. <u>CONSULTANT'S DUTIES AND RESPONSIBILITIES:</u>
- C. <u>CITY'S DUTIES AND RESPONSIBILITIES:</u>
- D. WORK PROGRAM/PROJECT SCHEDULE:



Post Office Box 17661 Tucson, AZ 85731 (520) 891-5376 admin@ikcpartners.com www.ikcpartners.com

ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702

Estimate IK-COHB0623_LicR1

DATE 08/17/2023

ACTIVITY	QTY	RATE	AMOUNT
June 2023			
Accela Citizen Access Configuration and Setup of online application for Standard Local Business Licenses, including Retail, Professional Services, Wholesale/Manufacturing, Mobile Food Trucks, Apartments, Office Space Rentals, Coin Operated Vending and In-City CSLB Contractors. Utilize existing record, with creation of expressions to control fields available to the Citizens (based on the type of License being applied for). Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	40	145.00	5,800.00
Accela Citizen Access Configuration and Setup of online application for Solicitor/Peddler Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Special Event License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Exempt Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Non-Profit Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00

ACTIVITY	QTY	RATE	AMOUNT
Accela Citizen Access Configuration and Setup of online application for Entertainment Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Massage Registrations. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Bingo Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for PD Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	18	145.00	2,610.00
Accela Civic Platform Services Creation of new record type for Fortune Teller Permits including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Utilize existing License/Permit workflow.	35	145.00	5,075.00
Accela Civic Platform Services Creation of new record type for Taxi Cab Permits (Company, Driver and Vehicle) including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply	55	145.00	7,975.00
Accela Civic Platform Services Creation of new record type for Sexually Oriented Business Permits including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply.	45	145.00	6,525.00
Accela Civic Platform Services Creation of new record type for Escort Permits (Service and Employee) including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply.	45	145.00	6,525.00
Accela Civic Platform Services Modification of existing Amendment record type to work for all Records that allow amendment to existing License. Creation of necessary expressions to control the data allowed, based on type of License being amended. Addition of scripting to move data to parent record, upon Approval utilizing Accela provided functions to edit records (please note, depending on data being modified, some pieces of information may not be able to be modified via EMSE scripting; proper analysis is required to determine if there are limitations).	40	145.00	5,800.00

ACTIVITY	QTY	RATE	AMOUNT
Accela Civic Platform Services Update of existing Oil Taxes Quarterly records to allow automation of the existing manual process and online application via Citizen Access, via Batch processing. Integrate new Notifications for quarterly filing. Note: Quarterly and Annual filing work must be concurrent, so a shared Batch process can be utilized.	35	145.00	5,075.00
Accela Civic Platform Services Update of existing Oil Taxes Annual records to allow automation of the existing manual process and online application via Citizen Access, via Batch processing. Integrate new Notifications for Annual filing. Note: Quarterly and Annual filing work must be concurrent, so a shared Batch process can be utilized.	35	145.00	5,075.00
Accela Civic Platform Services User Acceptance Testing, additional meeting, single round of updates based on testing, minor additionally requested automation/scripting, as applies.	60	145.00	8,700.00
Accela Reports Update to existing reports to accommodate updated information for the various permits types. Up to 6 new basic (low complexity) reports for new records/permits, as applies. Up to 3 medium complexity reports for statistics of new records/permits, as applies. Staff responsible for identifying changes necessary on existing reports, as applies.	60	145.00	8,700.00

Note: Citizen Access Setup includes the automation of custom data and workflow within the existing setup, creation of new pageflows, creation of scripting to control information and requirements, analysis/testing meetings, user acceptance testing and the final move to the PROD system.

Payment for Consulting will be at billed on a monthly basis, based on hours completed the previous month. IK Consulting, LLC expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to.

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$83,085.00

Accepted By



Post Office Box 17661 Tucson, AZ 85731 (520) 891-5376 admin@ikcpartners.com www.ikcpartners.com

ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702

Estimate IK-COHB0723

DATE 07/29/2023

EXPIRATION DATE 10/31/2023

ACTIVITY	QTY	RATE	AMOUNT
July 2023			
Accela Civic Platform Services Upgrade Non-Production TEST Environment to 23.1.x (start with copy-over from DEV)	30	145.00	4,350.00
Accela Civic Platform Services Upgrade Non-Production DEV Environment to 23.1.x (start with copy-over from PROD)	30	145.00	4,350.00
Accela Civic Platform Services Upgrade Production Environment to 23.1.x	35	145.00	5,075.00
Accela Civic Platform Services General Assistance for Testing / Troubleshooting Issues, as applies	15	145.00	2,175.00

Payment for upgrades will be at billed upon completion of upgrade, and once login is possible. IK Consulting, LLC expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to.

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$15,950.00

Accepted By



Post Office Box 17661 Tucson, AZ 85731 (520) 891-5376 admin@ikcpartners.com www.ikcpartners.com

ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702 Estimate IK-COHB0923

DATE 09/18/2023

EXPIRATION DATE 12/31/2023

PROJECT

as assigned.

Hourly Assistance (each hour)

invoice unless otherwise agreed to.

ACTIVITY	QTY	RATE	AMOUNT
September 2023			
Accela Civic Platform Services	1	145.00	145.00
Hourly General Assistance for Configuration / Testing / Troubleshooting Issues,			

Payment for Consulting will be at billed on a monthly basis, based on hours completed the previous month. IK Consulting,

LLC expects payment to occur within 30 days of receipt of

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$145.00

Accepted By

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

SEE ATTACHED EXHIBIT B

B. Travel. Charges for time during travel are not reimbursable

C. Billing

- 1. All billing shall be done <u>monthly</u> in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
- 2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
- 3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
- 4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

- 1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY and or otherwise arranged with CITY.
 - 2. CONSULTANT shall be entitled to payment toward the fixed fee set forth herein in accordance with the following:

SEE ATTACHED EXHIBIT B

- 3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
- 4. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement;
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

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Post Office Box 17661 Tucson, AZ 85731 (520) 891-5376 admin@ikcpartners.com www.ikcpartners.com

ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702

Estimate IK-COHB0623_LicR1

DATE 08/17/2023

ACTIVITY	QTY	RATE	AMOUNT
June 2023			
Accela Citizen Access Configuration and Setup of online application for Standard Local Business Licenses, including Retail, Professional Services, Wholesale/Manufacturing, Mobile Food Trucks, Apartments, Office Space Rentals, Coin Operated Vending and In-City CSLB Contractors. Utilize existing record, with creation of expressions to control fields available to the Citizens (based on the type of License being applied for). Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	40	145.00	5,800.00
Accela Citizen Access Configuration and Setup of online application for Solicitor/Peddler Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Special Event License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Exempt Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Non-Profit Business License. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00

ACTIVITY	QTY	RATE	AMOUNT
Accela Citizen Access Configuration and Setup of online application for Entertainment Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Massage Registrations. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for Bingo Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	15	145.00	2,175.00
Accela Citizen Access Configuration and Setup of online application for PD Permits. Utilize existing record, with creation of expressions to control fields available to the Citizens. Minor modifications to existing custom fields data components, and no modifications to workflow or fee configuration.	18	145.00	2,610.00
Accela Civic Platform Services Creation of new record type for Fortune Teller Permits including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Utilize existing License/Permit workflow.	35	145.00	5,075.00
Accela Civic Platform Services Creation of new record type for Taxi Cab Permits (Company, Driver and Vehicle) including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply	55	145.00	7,975.00
Accela Civic Platform Services Creation of new record type for Sexually Oriented Business Permits including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply.	45	145.00	6,525.00
Accela Civic Platform Services Creation of new record type for Escort Permits (Service and Employee) including all configuration items and Citizen Access setup and configuration. Utilize existing components from current License records, and share from existing process, as applies. Creation of new Custom Fields group, and fee calculations, as applies. Minor workflow changes may apply.	45	145.00	6,525.00
Accela Civic Platform Services Modification of existing Amendment record type to work for all Records that allow amendment to existing License. Creation of necessary expressions to control the data allowed, based on type of License being amended. Addition of scripting to move data to parent record, upon Approval utilizing Accela provided functions to edit records (please note, depending on data being modified, some pieces of information may not be able to be modified via EMSE scripting; proper analysis is required to determine if there are limitations).	40	145.00	5,800.00

ACTIVITY	QTY	RATE	AMOUNT
Accela Civic Platform Services Update of existing Oil Taxes Quarterly records to allow automation of the existing manual process and online application via Citizen Access, via Batch processing. Integrate new Notifications for quarterly filing. Note: Quarterly and Annual filing work must be concurrent, so a shared Batch process can be utilized.	35	145.00	5,075.00
Accela Civic Platform Services Update of existing Oil Taxes Annual records to allow automation of the existing manual process and online application via Citizen Access, via Batch processing. Integrate new Notifications for Annual filing. Note: Quarterly and Annual filing work must be concurrent, so a shared Batch process can be utilized.	35	145.00	5,075.00
Accela Civic Platform Services User Acceptance Testing, additional meeting, single round of updates based on testing, minor additionally requested automation/scripting, as applies.	60	145.00	8,700.00
Accela Reports Update to existing reports to accommodate updated information for the various permits types. Up to 6 new basic (low complexity) reports for new records/permits, as applies. Up to 3 medium complexity reports for statistics of new records/permits, as applies. Staff responsible for identifying changes necessary on existing reports, as applies.	60	145.00	8,700.00

Note: Citizen Access Setup includes the automation of custom data and workflow within the existing setup, creation of new pageflows, creation of scripting to control information and requirements, analysis/testing meetings, user acceptance testing and the final move to the PROD system.

Payment for Consulting will be at billed on a monthly basis, based on hours completed the previous month. IK Consulting, LLC expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to.

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$83,085.00

Accepted By



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ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702

Estimate IK-COHB0723

DATE 07/29/2023

EXPIRATION DATE 10/31/2023

ACTIVITY	QTY	RATE	AMOUNT
July 2023			
Accela Civic Platform Services Upgrade Non-Production TEST Environment to 23.1.x (start with copy-over from DEV)	30	145.00	4,350.00
Accela Civic Platform Services Upgrade Non-Production DEV Environment to 23.1.x (start with copy-over from PROD)	30	145.00	4,350.00
Accela Civic Platform Services Upgrade Production Environment to 23.1.x	35	145.00	5,075.00
Accela Civic Platform Services General Assistance for Testing / Troubleshooting Issues, as applies	15	145.00	2,175.00

Payment for upgrades will be at billed upon completion of upgrade, and once login is possible. IK Consulting, LLC expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to.

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$15,950.00

Accepted By



Post Office Box 17661 Tucson, AZ 85731 (520) 891-5376 admin@ikcpartners.com www.ikcpartners.com

ADDRESS

Huntington Beach, CA Info Technologies 2000 Main Street Huntington Beach, CA 92648-2702 Estimate IK-COHB0923

DATE 09/18/2023

EXPIRATION DATE 12/31/2023

PROJECT

Hourly Assistance (each hour)

ACTIVITY	QTY	RATE	AMOUNT
September 2023			
Accela Civic Platform Services	1	145.00	145.00
Hourly General Assistance for Configuration / Testing / Troubleshooting Issues,			

as assigned.

Payment for Consulting will be at billed on a monthly basis, based on hours completed the previous month. IK Consulting, LLC expects payment to occur within 30 days of receipt of invoice unless otherwise agreed to.

Sales Tax or any other applicable taxes are not included in any of this proposal's pricing information. If Sales tax or any other tax becomes applicable, these taxes will then need to be added to the proposed pricing.

Quote valid through Expiration Date listed above.

TOTAL \$145.00

Accepted By



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).											
PRODUCER						CONTACT John Boughton					
San Tan Insurance					RAME: 30111 Boughton PHONE (AIC, No., Ext): 480-391-3883 (AIC, No): 480-391-9484						
625 N Gilbert Rd., Suite 107						E-MAIL					
023 N Gilbert Na., Suite 107						AUDRESS: Of Doughton Countries and Countries					
Gilbert AZ 85234						INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co				NAIC#	
INSURED											
I Wash to stiff our read pro-					INSURER B:						
IK Consulting, LLC P.O. Box 17661					INSURER C:						
F.O. BOX 17001					INSURER D:						
Tuccon A7 05720					INSURER E:				_		
Tucson AZ 85730 COVERAGES CERTIFICATE NUMBER:					INSURER F:						
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD											
INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS I											
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
						POLICY EEE BOLICY EXP					
INSR LTR		INSD	WVD	POLICY NUMBER		(MM/DD/YYYY)	(MMIDDIYYYY)	LIMITS			
	X COMMERCIAL GENERAL LIABILITY				- 1			DAMAGE TO DENTED	2,000,	1/-	
Α	CLAIMS-MADE X OCCUR							PREMISES (Ea occurrence)	300,00		
				59SBAZM4677		12/08/2022	12/08/2023				
								PERSONAL & ADV INJURY \$	2,000,	000	
	GEN'L AGGREGATE LIMIT APPLIES PER:								4,000,		
	X POLICY PRO-							PRODUCTS - COMP/OP AGG \$	4,000,	000	
	OTHER:		_					\$			
	AUTOMOBILE LIABILITY								\$ 2,000,000		
A	ANY AUTO										
	OWNED SCHEDULED AUTOS			59SBAZM4677		12/08/2022	12/08/2023		nt) \$		
	X HIRED X NON-OWNED AUTOS ONLY			AC AC				PROPERTY DAMAGE (Per accident)	\$		
								\$	\$		
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE \$	\$		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE \$	5	10.60	
	DED RETENTION\$							\$			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Ν/А		59WECGC6729		01/08/2022	01/08/2023	X PER OTH-			
Δ	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED? (Mandatory In NH)							E.L. EACH ACCIDENT \$	CIDENT \$ 1,000,000		
	(Mandalory In NH)							E.L. DISEASE - EA EMPLOYEE \$	EASE - EA EMPLOYEE \$ 1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$	1,000,	000	
								\$1,000,000 each	Glitch	Limit	
Α	Errors & Omissions Liability			59SBAZM4677		12/08/2022	12/08/2023	\$2,000,000	Aggre	gate	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)											
APPROVED AS TO FORM											
	$(\cdot)_{0}, (\cdot)_{1}$										
	By: MICHAEL E. GATES										
	CITY ATTORNEY										
CITY OF HUNTINGTON BEACH											
200 8 100 (200 100 100 100 100 100 100 100 100 100											
CERTIFICATE HOLDER CANCELLATION											
Establish Charles III a											
The City of Huntington Beach					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS,						
2000 Main St.											
Huntington Beach, CA 92648						AUTHORIZED REPRESENTATIVE John & Bughton					
	Phone: (714)536-5511										