

AGREEMENT FOR SERVICES

This Agreement is made and entered into this ___ day of December, 2022, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the “**CITY**”), and Park Consulting Group Services, (hereinafter referred to as the “**CONSULTANT**”).

RECITALS

WHEREAS, **CITY** requires professional services for Consulting Services; and,

WHEREAS, the **CONSULTANT** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONSULTANT** hereby agree as follows:

ARTICLE I **SCOPE OF SERVICES; TERM**

1.1 General Scope of Services.

A. **CITY** hereby engages **CONSULTANT**, and **CONSULTANT** hereby accepts such engagement, to perform the various services set forth in Attachment “A” (the documents contained in Attachment “A” shall be hereinafter referred to as the “Scope of Work”).

B. All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONSULTANT** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through appendix H and 23 CFR 710.405 (b); and

all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONSULTANT** acknowledges that CITY may enter into agreements similar to this Agreement with other consultants.

1.2 Term.

The term of this Agreement shall begin on January 1, 2023 and continue until June 30, 2024; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II **RESPONSIBILITIES OF CONSULTANT**

2.1 Control and Payment of Subordinates.

CITY retains **CONSULTANT** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONSULTANT** in the performance of this Agreement shall at all times be under **CONSULTANT'S** exclusive direction and control. **CONSULTANT** shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. **CONSULTANT** shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONSULTANT** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONSULTANT** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar circumstances in accordance with sound professional practices. **CONSULTANT** represents and warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONSULTANT** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONSULTANT shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONSULTANT** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONSULTANT** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONSULTANT** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Hourly Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \$693,000, without written approval of **CITY'S** Project Representative. **CONSULTANT** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONSULTANT** performing the "Extra Work".

3.2 Payment of Compensation.

CONSULTANT shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONSULTANT**, from January 1, 2023, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 Extra Work.

At any time during the term of this Agreement, **CITY** may request that **CONSULTANT** perform Extra Work. As used herein, "Extra Work" means any work which is determined by **CITY** to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. **CONSULTANT** shall not perform Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONSULTANT**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONSULTANT** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONSULTANT shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV **INSURANCE**

4.1 Insurance Requirements.

The **CITY** reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the Insurance Requirements set forth herein, **CONSULTANT** agrees to amend, supplement or endorse the policies to do so.

Without limiting the indemnity provisions of the Contract, the **CONSULTANT** shall procure and maintain in full force and effect during the term of the Contract, the following policies of insurance.

4.2 Minimum Scope of Insurance.

Coverage shall be at least as broad as:

- (a) **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- (b) **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- (c) **Errors & Omissions/Professional Liability Insurance** in an amount not less than \$1,000,000 per claim and annual aggregate, covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder.

The policy shall contain an affirmative coverage grant for continent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided.

If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

If the **CONSULTANT** maintains broader coverage and/or higher limits than the minimums shown above, the **CITY** requires and shall be entitled to the broader coverage and/or higher limits maintained by the **CONSULTANT**.

4.3 Endorsements.

Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the **CITY** for approval. The insurance policies shall contain or be endorsed to contain, the following provisions:

(a) Commercial General Liability

- (1) **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents and representatives shall be additional insureds with regard to liability and defense of suits or claims arising out of the work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations.

Additional Insured Endorsements shall not:

1. Exclude "Contractual Liability"
2. Restrict coverage to the "Sole" liability of Consultant
3. Exclude "Third-Party-Over Actions"
4. Contain any other exclusion contrary to the Contract

Additional Insured Endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or CG 20 10 and CG 2037.

- (2) **Primary Insurance:** This insurance shall be primary and any other insurance whether primary, excess, umbrella or contingent insurance, including deductible, or self-insurance available to the insureds added by endorsement shall be in excess of and shall not contribute with this insurance. Coverage shall be at least as broad as ISO CG 20 01 04 13.

(b) Workers' Compensation

- (1) **Waiver of Subrogation:** A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

4.4 Insurance Obligations of Consultant.

The Insurance obligations under this agreement shall be: (1) all the Insurance coverage and/or limits carried by or available to the **CONSULTANT**; or (2) the minimum Insurance coverage requirements and/or limits shown in this agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the **CITY**. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the obligations of the **CONSULTANT** under this agreement.

4.5 Notice of Cancellation.

Required insurance policies shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the **CITY** except ten (10) days shall be allowed for non-payment of premium.

4.6 Waiver of Subrogation.

Required insurance coverages shall not prohibit **CONSULTANT** from waiving the right of subrogation prior to a loss. **CONSULTANT** shall waive all rights of subrogation against the indemnified parties and Policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the **CITY** has received a waiver of subrogation endorsement from the insurer.

4.7 Evidence of Insurance.

All policies, endorsements, certificates, and/or binders shall be subject to approval by the **CITY** as to form and content. These requirements are subject to amendment or waiver only if so approved in writing by the **CITY**. The **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the **CITY**. If such coverage is cancelled or reduced, **CONSULTANT** shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the **CITY** evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

4.8 Deductible or Self-Insured Retention.

Any deductible or self-insured retention must be approved in writing by the **CITY** and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention. The **CITY** may require the **CONSULTANT** to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

4.9 Contractual Liability.

The coverage provided shall apply to the obligations assumed by the **CONSULTANT** under the indemnity provisions of this contract.

4.10 Failure to Maintain Coverage.

CONSULTANT agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the **CITY**. The **CITY** shall have the right to withhold any payment due until **CONSULTANT** has fully complied with the insurance provisions of this Contract.

In the event that the **CONSULTANT'S** operations are suspended for failure to maintain required insurance coverage, the **CONSULTANT** shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

4.11 Acceptability of Insurers.

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the **CITY**.

4.12 Claims Made Policies.

If coverage is written on a claims-made basis, the retroactive date on such insurance and all subsequent insurance shall coincide or precede the effective date of the initial **CONSULTANT'S** Contract with the **CITY** and continuous coverage shall be maintained or an extended reporting period shall be exercised for a period of at least five (5) years from termination or expiration of this Contract.

4.13 Insurance for Subcontractors.

CONSULTANT shall be responsible for causing Subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Contract/Agreement, including adding the **CITY** as an Additional Insured, providing Primary and Non-Contributory coverage and Waiver of Subrogation to the Subcontractor's policies. The Commercial General Liability Additional Insured Endorsement shall be on a form at least as broad as CG 20 38 04 13.

4.14 Additional Insurance.

Further, **CONSULTANT** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-consultants' own actions during the performance of this Agreement.

ARTICLE V **TERMINATION AND INDEMNIFICATION**

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to **CONSULTANT** of such termination, and specifying the effective date thereof. **CONSULTANT** shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONSULTANT** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONSULTANT** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.3 Termination for Cause.

Should **CONSULTANT** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on **CONSULTANT** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONSULTANT** shall be compensated for services which have been completed and accepted by **CITY**. **CONSULTANT** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure

unsatisfactory work performed by **CONSULTANT** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure, any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONSULTANT** shall be delivered to the **CITY** within seven (7) days of **CONSULTANT'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONSULTANT** shall be at **CITY'S** sole risk and without liability or legal expense to **CONSULTANT**.

5.6 Indemnification and Hold Harmless.

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance Requirements of this Agreement. CITY approval of the Insurance contracts required by this Agreement does not in any way relieve the CONSULTANT from liability under this section.

Notwithstanding the existence of insurance coverage required of **CONSULTANT** pursuant to this contract, **CONSULTANT** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONSULTANT**, its employees and/or authorized sub-consultants, whether intentional or negligent, in the performance of this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90633

TO CONSULTANT: Glenn Park
 Park Consultant Group
 200 Spectrum Center Drive, Suite 300
 Irvine CA, 92618

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 Entire Agreement.

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall

contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONSULTANT represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONSULTANT** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONSULTANT** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.9 Right to Employ Other Consultants.

CITY reserves the right to employ other consultants in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONSULTANT warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONSULTANT**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONSULTANT'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONSULTANT covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONSULTANT** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONSULTANT**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONSULTANT** comes within the definition of **CONSULTANT** under the Political Reform Act (Government Code §87100 et. seq.), **CONSULTANT** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONSULTANT** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONSULTANT agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONSULTANT** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONSULTANT'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONSULTANT shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONSULTANT** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONSULTANT** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONSULTANT** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONSULTANT** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONSULTANT** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONSULTANT shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONSULTANT**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONSULTANT** occurs, then **CONSULTANT** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONSULTANT** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONSULTANT** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONSULTANT** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONSULTANT** or statements made by **CITY** or **CONSULTANT** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONSULTANT'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that Glenn Park's personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason Glenn Park should no longer be the responsible manager for **CONSULTANT**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:

APPROVED AS TO FORM:

CITY MANAGER

CITY ATTORNEY

ATTEST:

CITY CLERK

COUNTER SIGNED:

GLENN PARK
PARK CONSULTING GROUP

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE

SCOPE OF SERVICES AND COST PROPOSAL

City of La Habra Land Management System

Park Consulting Group (PCG) will provide the City of La Habra advisory, project management, and implementation professional services for the City of La Habra's Land Management Systems (LMS) Project:

Proposal Date: October 25, 2022; Expiration Date: December 31, 2022

A. PCG will assist and deliver services for the City of La Habra with the activities associated with the City's LMS project such as those listed below:

Project Advisory:

- Advise on project scope, goals and deliverables that support business goals in collaboration with the City's senior management and stakeholders.
- Support communication of project expectations to team members and stakeholders in a timely, clear fashion and ongoing basis.
- Support the City's project lead and manager of project timeline, milestones and deliverables with Tyler Tech PM
- Provide best practices and tools for project execution, management, and delivery.
- Attend project meetings with staff and project stakeholders. This may include internal project briefings and project briefings with Tyler, in addition to others as requested.
- Review and provide input on all contracts with external vendors for integrations development and change orders.
- Support escalation for questions and issues from the Project Team and address and/or escalate issues / risks as they come up.
- Proactively identify issues, risks, and conflicts within the project team, third party vendor partners, and the business as needed; consult with city management to formulate a plan to resolve.
- Provide feedback on leading best practices to maximize system capabilities.
- Provide feedback on leading best practices for project implementation and deployment processes.

Design Documentation

- Educate the City's project team members / SMEs responsible for the decisions of questionnaire documentation on Tyler Tech's software documentation approach and standards.
- Facilitate and attend working sessions with department SMEs to complete questionnaires.
- Support reviews of questionnaire updates required by City SMEs of managing



PARK CONSULTING GROUP

updates and completion of questionnaire documentation including Custom Fields, Workflows, and Fees.

- Support management of questionnaires to the Tyler Tech project sharepoint site; manage input of comments from Tyler Tech and track status changes until completion of questionnaires.
- Provide feedback by incorporating leading practices to maximize EnerGov system capabilities and recommend deployment and implementation approaches, as requested.
- Attend meetings with Tyler Tech related to questionnaire reviews and updates, as requested.

Configuration and Build

- Support configuration of City-owned processes based on General Questionnaires, Case Type Questionnaires, and Automation/ Georules inventory based on confirmed approved Assess & Define configuration inventory
- Support facilitation of reviews with the City's functional leads who are responsible to validate configuration, data conversion, interfaces, and reports
- Support resolution case type configuration issues and corrections identified by the City's functional leads and technical team
- Facilitate technical issue resolution with Tyler Tech as needed
- Work with the Tyler Tech Project Manager and City staff to ensure issues are tracked and responded to with adequate detail and required turnaround SLAs
- Support retesting and verification of issue resolution of configuration issues
- Work with City functional leads to ensure Build documentation is updated and centrally tracked with adequate detail and responses to questions and feedback are within defined contractual SLAs
- Work with the Tyler Tech Implementation Consultants to ensure Tyler Tech owned configuration is completed (including Automations, Georules, GIS, and Data Conversion)

Configuration Validation:

- Support review of fee schedule and compare to LMS configuration to verify accurate fee setup.
- Support coordination of the configuration review and validation of templates.
- Support City configuration resources in making any needed changes to configured fee structure and amounts based on modifications made by City Council prior to Go-Live.
- Support and review configuration to verify accurate setup to configuration documentation and requirements.

User Acceptance Testing:

- Support the development of a user testing strategy and plan.
- Support test case/ script creation with responsible team members/ SMEs.



PARK CONSULTING GROUP

- Support user acceptance participant training and walkthroughs.
- Support setup for test case scenarios.
- Support user acceptance testing / retesting effort with City-designated testing leads and testers.
- Support prioritization and tracking of user acceptance testing / retesting results in testing tracking system.

Data Conversion:

- Support management of City's data conversion activities during the EnerGov implementation project's data conversion passes, which includes the final data conversion pass for production cutover
- Support the data conversion query development and ongoing query adjustments
- Support as-is and to-be field mapping
- Support data conversion validation reviews and meetings with staff

End User Training:

- Support development of training plan and train-the-trainer approach.
- Support review of training environment setup and deployment.
- Support coordination and facilitation of end user training with staff trainers.
- Support training documentation and job aid development as required by staff.

Cutover and Go-Live Activities

- Support Production cutover, Go-Live, post-Go-Live stabilization, and system troubleshooting (reporting, system enhancements, regulatory changes, etc.).
- Support the design, deployment, and onboarding of post-Go-Live / warranty enhancements.

Form/ Reports Design and Development:

- Provide report writing services to develop City-assigned simple, non-standard forms such as notices of decision and code enforcement courtesy letters, and to make minor edits to standard forms such as business license and certificate or occupancy.
- Forms and reports will be developed utilizing Crystal Reports
- Test and obtain sign-off on LMS generated forms.

B. Key Assumptions:

- PCG shall be responsible for advisory and implementation support services as requested by the City.
- Due to the potential of limited City resource participation, the scope of the project will be focused on migrating existing LMS processes from PermitCity and build upon the current LMS processes with extended EnerGov capabilities. Other processes, capabilities, and user groups not associated to the existing LMS processes from PermitCity will be descoped in order to meet project timelines.



PARK CONSULTING GROUP

- City will provide a primary project lead and management contact that is available to the project at least 30 hours per week throughout the duration of services.
- City will provide process leads and subject matter experts to serve as project team members that are available throughout the duration of services to successfully deliver PCG services. Required minimum of 25%-50% FTE per Lead/ SME per week.
- City estimates PCG should have the full ability to deliver the project remotely with no on-site visits and/ or incurred travel costs. When there are instances the City requests for PCG to be onsite, travel mileage reimbursement may be requested.
- Remote access and full system administrator access to PermitCity, EnerGov (EPL) will be needed upon the start of work. This includes, and is not limited to, access to VPN/virtual desktop logins, Google Chrome and Internet Explorer, EnerGov (EPL) Application, EnerGov Application Server, EnerGov Services Server, EnerGov (EPL) Database and DB Server, and Tyler Tech Project Sharepoint.
- Project and billable services will begin at the time when the Tyler Tech ERP/ EnerGov EPL project initiates.

C. Proposed Cost - Total not-to-exceed budget and duration of services:

- **Duration of Services:** 18-months (based on Tyler Tech proposed timeline)
- **Total Compensation:** \$693,000
 - PCG’s services will be billed on a fixed monthly basis of \$38,500 per month for the duration of the project. Billing will begin upon project initiation with Tyler Tech
- **Early Completion:** If project is completed prior to the full 18-month duration, PCG will be compensated the remainder of the Total Not-to-Exceed value of the agreement
- Scope is based on Appendix A – LMS Procurement Inventory. Any additional scope items not identified in LMS Procurement Inventory will be billed as time and materials based on the rate table below:

| Project Resource | 2022-24 Rates |
|----------------------------|---------------|
| Principal LMS Consultant | \$225/ Hour |
| LMS Project Consultant | \$185/ Hour |
| Reports / Stored Procedure | \$185/ hour |



PARK CONSULTING GROUP

APPENDIX A – LMS PROCUREMENT INVENTORY

(See Attachment)



Current-State Inventory

Current-State LMS Inventory



| Inventory | | Building | Planning | Code Enforcement |
|----------------|-------------|--|--|------------------|
| # of Users | Admin/ Full | 10 (5 staff in Building (2 building inspectors); 5 Plan checkers part of Building Plan Check) | 6 (Roy, Chris, David, Intern, Director, Planning Div Secretary) | 5 |
| | Read Only | 1 | 0 | 0 |
| Current System | | PermitCity (VivaCivic) Massoud Abolhoda massoud@vivacivic.com | Project Trackers (excel) | Comcate |
| Case Types | | 11 Commercial Development Fee Park Fee Electrical Permit Mechanical Permit Residential New MFR SFR Alteration MFR Addition TI General Plan Update Fee | 28 General Plan Amendment, Zone Change, Planned Unit Development, Conditional Use Permit, Design Review, Special Event Permit, Administrative Adjustment, Modification, Appeal, Developer Agreement, Environmental Impact Report, Lot Line Adjustment, Home Occupation Permit, Landscape Plan Check, Reasonable Accommodation, Negative Declaration of Environmental Impacts, Planning Commission Interpretation, PC-I Mater Plan Review, PC-I Precise Plan Review, Specific Plan, Specific Plan Amendment, Tentative Parcel Map, Tentative Tract Map, Sidewalk Vending Permit, Sign Program Review, Time Extension, Zone Variance, Banner Permit | 1 Various |
| Other Info | | Ad hoc Building Permit Requested Info | | |



Future LMS Inventory

1 Licenses and LMS Capabilities



| Capability | Requirement |
|-------------------------------------|---|
| Hosted vs On Premise | Hosted |
| Modules | Permitting Planning Code Enforcement |
| Mobile Inspections | Building Inspectors (2) – PC Tablets Code Enforcement Inspectors (3) – PC Tablets |
| Mobile Code Case Management | Yes |
| Online Application Submittal | Yes Building & Safety – Permits currently submitted via Email Planning – None; Possibly some Discretionary Permits to start Code Enforcement Cases – N/A (Will keep Comcate (EFM complaint); Rekey into LMS) |
| Online Permit Issuance | Yes |
| Online Record Visibility | Yes |
| Digital Plan Check | Bluebeam |

Record Types and Annual Transaction Volume



Transaction Volume/ Record Summary

| Function | Annual Total | Record Type Count |
|----------------------|--------------|-------------------|
| Planning | 70 | 28 |
| Building Permits | 1,400 | 24 |
| Building Inspections | 4,500 | - |
| Code Cases | 600 | 1 |
| TOTAL | | 53 |

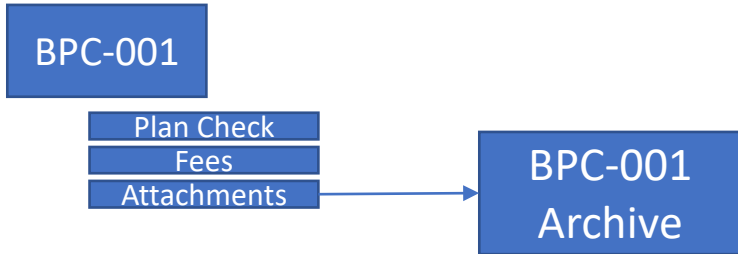
Record Types

| # | Function | Type | Sub-Type | # | Function | Type | Sub-Type |
|----|----------|-----------------------|--|----|------------------|---|----------|
| 1 | Building | Annual Mobile Home | Residential | 25 | Planning | General Plan Amendment | - |
| 2 | Building | Building | SFR, MFR, COMM, IND | 26 | Planning | Zone Change | - |
| 3 | Building | Combination | SFR, MFR, COMM, IND | 27 | Planning | Planned Unit Development | - |
| 4 | Building | Complaint | SFR, MFR, COMM, IND | 28 | Planning | Conditional Use Permit | - |
| 5 | Building | Commercial | New, Add, T/I | 29 | Planning | Design Review | - |
| 6 | Building | Demolition | SFR, MFR, COMM, IND | 30 | Planning | Special Event Permit | - |
| 7 | Building | Early Meter Release | SFR, MFR, COMM, IND | 31 | Planning | Administrative Adjustment | - |
| 8 | Building | Electrical | SFR, MFR, COMM, IND | 32 | Planning | Modification | - |
| 9 | Building | Fence & Wall | SFR, MFR, COMM, IND | 33 | Planning | Appeal | - |
| 10 | Building | Foundation Only | SFR, MFR, COMM, IND | 34 | Planning | Developer Agreement | - |
| 11 | Building | Grading Precise | SFR, MFR, COMM, IND | 35 | Planning | Environmental Impact Report | - |
| 12 | Building | Grading Rough | SFR, MFR, COMM, IND | 36 | Planning | Lot Line Adjustment | - |
| 13 | Building | Industrial | New, Add, T/I | 37 | Planning | Home Occupation Permit | - |
| 14 | Building | Mechanical | SFR, MFR, COMM, IND | 38 | Planning | Landscape Plan Check | - |
| 15 | Building | Mobile Home New | SFR | 39 | Planning | Reasonable Accommodation | - |
| 16 | Building | Multi-Family | New, Room Add, ADU Att, ADU Det, JADU, Phasing, Stock Plan | 40 | Planning | Negative Declaration of Environmental Impacts | - |
| 17 | Building | Patio Cover | SFR, MFR, COMM | 41 | Planning | Planning Commission Interpretation | - |
| 18 | Building | Plumbing | SFR, MFR, COMM, IND | 42 | Planning | PC-I Mater Plan Review | - |
| 19 | Building | Re-Rood | SFR, MFR, COMM, IND | 43 | Planning | PC-I Precise Plan Review | - |
| 20 | Building | Septic System | SFR, MFR, COMM, IND | 44 | Planning | Specific Plan | - |
| 21 | Building | Single-Family/ Duplex | New, Room Add, ADU Att, ADU Det, JADU, Phasing, Stock Plan | 45 | Planning | Specific Plan Amendment | - |
| 22 | Building | Sign | MFR, COMM, IND | 46 | Planning | Tentative Parcel Map | - |
| 23 | Building | Swim Pool/ Spa | SFR, MFR, COMM, IND | 47 | Planning | Tentative Tract Map | - |
| 24 | Building | Temporary Power | SFR, MFR, COMM, IND | 48 | Planning | Sidewalk Vending Permit | - |
| | | | | 49 | Planning | Sign Program Review | - |
| | | | | 50 | Planning | Time Extension | - |
| | | | | 51 | Planning | Zone Variance | - |
| | | | | 52 | Planning | Banner | - |
| | | | | 53 | Code Enforcement | Code Enforcement Case | - |

Future-state: Building Permit Structure

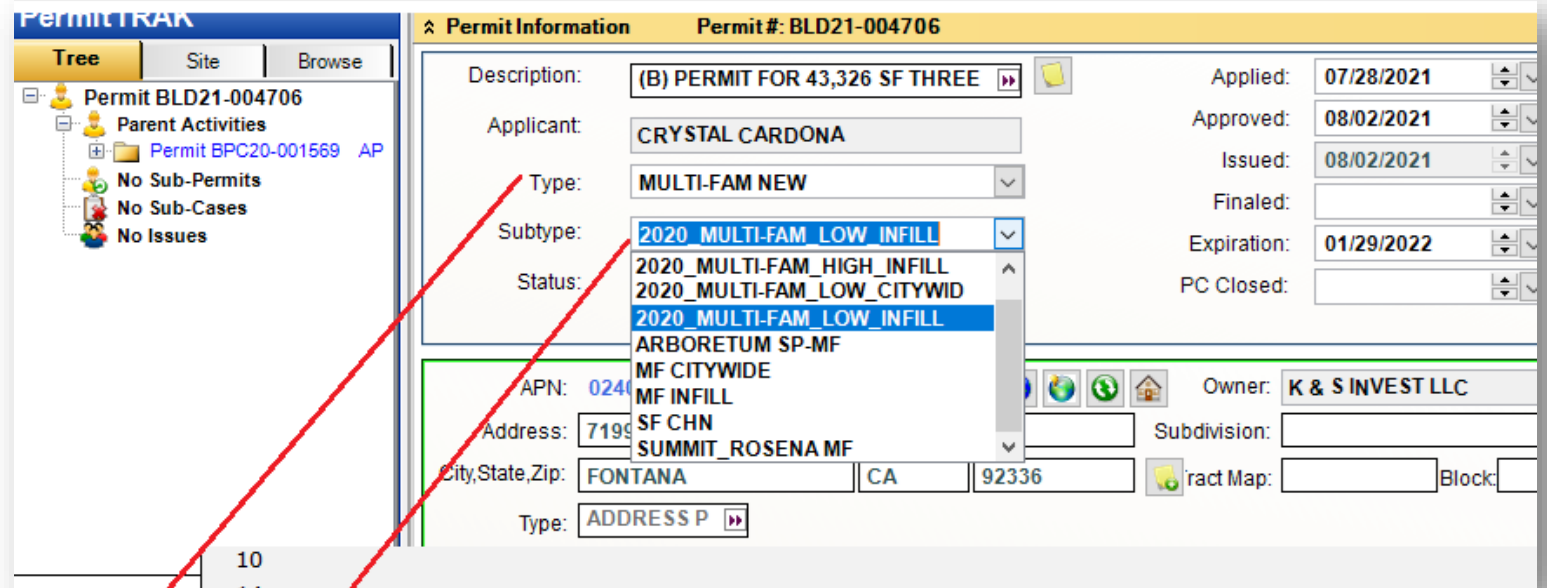
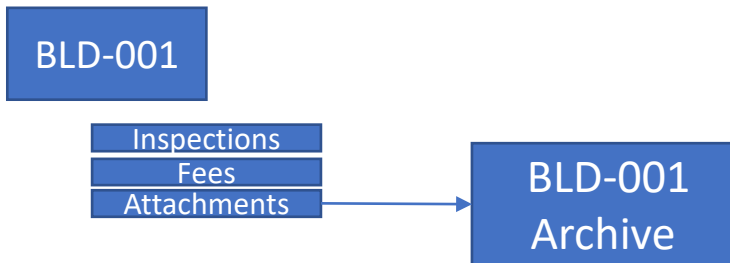


Building Plan Check



Building Permit

(Created from a linked BPC or stand-alone if Plan Check is not required)





Building Fee Schedule Assumptions

- Required building fees based on valuation tables will be updated with a simplified approach that will be less than one page for all New, T/I, and Additions. As of August 7, 2021, valuation table fees are 50 pages.

City of La Habra
 Resolution Adoption: June 7, 2021
 Effective Date: August 7, 2021

Building Department Fee Schedule - Tenant Improvements and Additions

* Fees are an estimate; actual computation will be performed by Planning and Building

| Valuation | SFR | | COMM/IND | | MULTI FAMILY | |
|------------------|------------|------------------|------------|------------------|--------------|------------------|
| | Permit Fee | Bldg. Plan Check | Permit Fee | Bldg. Plan Check | Permit Fee | Bldg. Plan Check |
| \$1 - \$500 | \$54 | \$35 | \$34 | \$22 | \$210 | \$137 |
| \$501 - \$600 | \$61 | \$39 | \$38 | \$25 | \$239 | \$155 |
| \$601 - \$700 | \$67 | \$44 | \$42 | \$27 | \$266 | \$173 |
| \$701 - \$800 | \$75 | \$49 | \$47 | \$30 | \$294 | \$192 |
| \$801 - \$900 | \$81 | \$54 | \$53 | \$34 | \$320 | \$208 |
| \$901 - \$1000 | \$89 | \$58 | \$57 | \$37 | \$347 | \$227 |
| \$1001 - \$1100 | \$96 | \$62 | \$61 | \$39 | \$376 | \$245 |
| \$1101 - \$1200 | \$103 | \$66 | \$65 | \$42 | \$403 | \$262 |
| \$1201 - \$1300 | \$110 | \$72 | \$69 | \$46 | \$431 | \$279 |
| \$1301 - \$1400 | \$116 | \$76 | \$74 | \$48 | \$458 | \$298 |
| \$1401 - \$1500 | \$124 | \$80 | \$78 | \$52 | \$485 | \$315 |
| \$1501 - \$1600 | \$131 | \$85 | \$82 | \$54 | \$513 | \$334 |
| \$1601 - \$1700 | \$137 | \$89 | \$87 | \$57 | \$541 | \$351 |
| \$1701 - \$1800 | \$144 | \$93 | \$91 | \$60 | \$568 | \$369 |
| \$1801 - \$1900 | \$150 | \$98 | \$96 | \$62 | \$595 | \$387 |
| \$1901 - \$2000 | \$160 | \$104 | \$101 | \$65 | \$623 | \$404 |
| \$2001 - \$3000 | \$191 | \$124 | \$121 | \$78 | \$748 | \$486 |
| \$3001 - \$4000 | \$224 | \$144 | \$140 | \$91 | \$875 | \$569 |
| \$4001 - \$5000 | \$255 | \$166 | \$162 | \$105 | \$1,001 | \$650 |
| \$5001 - \$6000 | \$287 | \$188 | \$181 | \$119 | \$1,126 | \$733 |
| \$6001 - \$7000 | \$318 | \$206 | \$201 | \$131 | \$1,252 | \$813 |
| \$7001 - \$8000 | \$351 | \$229 | \$223 | \$144 | \$1,378 | \$896 |
| \$8001 - \$9000 | \$382 | \$249 | \$242 | \$158 | \$1,505 | \$977 |
| \$9001 - \$10000 | \$415 | \$269 | \$262 | \$171 | \$1,630 | \$1,059 |

| | | | | | |
|----------|---------|---------|---------|----------|----------|
| \$12,304 | \$7,998 | \$7,778 | \$5,056 | \$48,336 | \$31,419 |
| \$12,314 | \$8,004 | \$7,785 | \$5,060 | \$48,380 | \$31,447 |
| \$12,326 | \$8,012 | \$7,793 | \$5,065 | \$48,423 | \$31,475 |
| \$12,336 | \$8,018 | \$7,799 | \$5,070 | \$48,464 | \$31,502 |
| \$12,347 | \$8,026 | \$7,805 | \$5,074 | \$48,509 | \$31,531 |
| \$12,359 | \$8,032 | \$7,813 | \$5,078 | \$48,551 | \$31,558 |
| \$12,369 | \$8,041 | \$7,819 | \$5,082 | \$48,593 | \$31,586 |
| \$12,380 | \$8,047 | \$7,826 | \$5,087 | \$48,635 | \$31,614 |
| \$12,391 | \$8,054 | \$7,833 | \$5,092 | \$48,680 | \$31,641 |
| \$12,402 | \$8,061 | \$7,840 | \$5,097 | \$48,721 | \$31,669 |
| \$12,412 | \$8,069 | \$7,847 | \$5,100 | \$48,764 | \$31,697 |
| \$12,424 | \$8,075 | \$7,854 | \$5,105 | \$48,807 | \$31,726 |
| \$12,435 | \$8,082 | \$7,861 | \$5,109 | \$48,850 | \$31,753 |
| \$12,445 | \$8,088 | \$7,868 | \$5,114 | \$48,892 | \$31,778 |
| \$12,456 | \$8,098 | \$7,875 | \$5,118 | \$48,935 | \$31,807 |
| \$12,467 | \$8,104 | \$7,881 | \$5,123 | \$48,977 | \$31,835 |
| \$12,477 | \$8,111 | \$7,887 | \$5,128 | \$49,021 | \$31,863 |
| \$12,490 | \$8,117 | \$7,896 | \$5,133 | \$49,063 | \$31,890 |
| \$12,500 | \$8,125 | \$7,902 | \$5,137 | \$49,105 | \$31,919 |
| \$12,510 | \$8,132 | \$7,909 | \$5,140 | \$49,149 | \$31,946 |
| \$12,522 | \$8,139 | \$7,916 | \$5,145 | \$49,192 | \$31,974 |
| \$12,532 | \$8,145 | \$7,923 | \$5,149 | \$49,233 | \$32,001 |
| \$12,543 | \$8,153 | \$7,930 | \$5,155 | \$49,277 | \$32,029 |
| \$12,555 | \$8,159 | \$7,936 | \$5,159 | \$49,320 | \$32,058 |
| \$12,565 | \$8,168 | \$7,943 | \$5,163 | \$49,362 | \$32,085 |
| \$12,576 | \$8,174 | \$7,950 | \$5,167 | \$49,404 | \$32,112 |
| \$12,586 | \$8,182 | \$7,956 | \$5,171 | \$49,448 | \$32,140 |
| \$12,597 | \$8,188 | \$7,964 | \$5,177 | \$49,490 | \$32,169 |
| \$12,609 | \$8,196 | \$7,971 | \$5,182 | \$49,532 | \$32,196 |
| \$12,619 | \$8,202 | \$7,978 | \$5,185 | \$49,575 | \$32,224 |
| \$12,631 | \$8,210 | \$7,985 | \$5,191 | \$49,618 | \$32,252 |
| \$12,641 | \$8,216 | \$7,991 | \$5,195 | \$49,661 | \$32,279 |
| \$12,651 | \$8,224 | \$7,998 | \$5,199 | \$49,703 | \$32,307 |
| \$12,663 | \$8,231 | \$8,005 | \$5,203 | \$49,746 | \$32,335 |

3 Reports/ Forms Inventory (56)



Statistical Reports (18)

| User Group | Name |
|------------------|---|
| Building | Monthly Construction Activity Report (Details) |
| Building | Monthly Construction Activity Report (Summary Report) |
| Building | Monthly Construction Activity Report – Fee Slips |
| Building | New Residential |
| Building | Assessor Monthly |
| Building | Finalized Assessor Permits |
| Building | Building Statistics |
| Building | CIRB |
| Building | Census Bureau |
| Building | OCSD |
| Building | CBSC Revolving Fund |
| Building | Strong Motion Instrumentation |
| Building | CDR |
| Building | DFHU |
| Planning | Project Status Sheet |
| Code Enforcement | Annual Code Case Report |
| Finance | Daily Transaction Report (Over the Counter Payments) |
| Finance | Daily Transaction Report (Online Payments) |

Generated Forms (38)

| User Group | Name |
|------------------|--|
| Building | 2021 Accessibility Upgrade Summary Form |
| Building | Address Change or Assignment Application |
| Building | Application for approval of alternative soils investigation |
| Building | Asbestos Declaration |
| Building | Business License Application |
| Building | CD Complaint Intake Form |
| Building | CofO Request Form |
| Building | Construction Demolition Recycling Plan Form |
| Building | Disclosures and Forms for Woner-Builders Applying for Consturction Permits |
| Building | EV Charging System Handout |
| Building | Mobilehome Park Plot Plan 2019 |
| Building | Patio Cover |
| Building | Permit Extension Request |
| Building | Permit-Application |
| Building | Permit-Issuance Packet |
| Building | Online Permit Issuance Packet |
| Code Enforcement | Administrative Citation |
| Code Enforcement | Courtesy Notice |
| Code Enforcement | NOAC |
| Code Enforcement | Notice of Reported Violation |
| Code Enforcement | NOV Final |
| Code Enforcement | NOV |
| Planning | Banner Permit |
| Planning | Conditional Use Permit |
| Planning | Design Review |
| Planning | Environmental Description |
| Planning | General Information Packet |
| Planning | Home Occupation Permit Application |
| Planning | Lot Line Adjustment |
| Planning | Mics. Planning Action |
| Planning | Mixed Use Development |
| Planning | Planned Unit Development |
| Planning | Sidewalk Vendor Permit |
| Planning | Special Event Permit Updated |
| Planning | Tentative Parcel and Tract Map (Division of Land) |
| Planning | Water Efficient Landscape Guidelines |
| Planning | Zone Change |
| Planning | Zone Variance |

4 Required Integrations



| Requirement | ArcGIS | Finance – Cashiering | Finance – Online Credit Card Processing | Finance – Accounting | Business License | Document Mgmt | Agenda Mgmt | Comcate EFM |
|--|--|--|---|--|---|---|--------------------------------|--|
| Scope | In Scope | Out of Scope (May be included as enhancement; continue to be manual) | In Scope | In Scope - Not an Integration | Out of Scope | Out of Scope | Out of Scope | Out of Scope |
| # of Users requiring access to LMS | 1 – Full License (IT) | 1 – Read Only | See Cashiering | 1 – Read Only | - | - | - | - |
| Current System | ArcGIS Enterprise 10.7.1 | HDL Cashiering | Elavon (Bank of the West provided) | Bitech (Central Square – Cobalt System – green screen) | HDL Business License | Laserfiche | Destiny Software | Comcate EFM https://clients.comcate.com/newrequest.php?id=24 |
| Requirement | One-way Interface with LMS to display GIS map data and layers into LMS | Seeking future two-way Real-time Interface with HDL Cashiering to LMS | Two-way Interface with LMS vendors Payment Gateway to the City’s Elavon Merchant Services Processor | Not possible due to Central Square Cobalt System | Seeking future capability to integrate after initial LMS foundation is deployed | Seeking future capability to auto transfer attachments after initial LMS foundation is deployed | Out of Scope – not recommended | Seeking future capability to auto create code cases after an EFM request is identified as a Code Enforcement case |
| Confirmation Integration is compatible with LMS | Yes, Publishing Maps and Layers should not be an issue to be presented in GIS Online | <p>Generate the invoice in PermitCity – shows that it is paid in PermitCity; Applicant goes to the Cashier for payment; payment is made by applicant; payment is verified by permit tech</p> <p>4 copies are walked over to the Cashier (1 Invoice for Finance and 3 Copies of the Permit – Customer Receipt, Copy for Applicant, Copy for Building records – These get stamped by Finance) Would be great to have a packet</p> <p>No real-time integration exists</p> <p>Next business day – Finance sends a report for all the online payments through the portal – Permit tech provides the matching invoices</p> | Currently has an online portal for payments (La Habra Pay Now); A single Journal entry for Building Permit total amounts collected. | Will be a manual process; End of day, accounting clerk enters individual entry of each receipt at end of the day; an end of day report is made available from PermitCity | N/A | N/A | N/A | N/A |

5 Future System/ Capabilities – IT



| System/ Capability | Requirement |
|---|---|
| Internet Browsers | Chrome, Firefox, Edge |
| Mobile Device Hardware | PC Tablets; Allow ability to enter data in the field without wifi/ cell connection |
| Cellular Data Service Provider | In-device cellular data access is available |
| Desktop Operating System | Windows 10 |
| Active Directory Authentication | Not preferred – would like to have a login method that is independent of AD |
| Direct to Scan Scanning Hardware/ Software | No requirement - Scanning into Laserfiche Document Management |
| Digital Signature Hardware | Topaz signature device – Permit Application issuance signature |
| Report / Form Writing Software | No specific reporting / forms requirements - Crystal report licenses are available; internal resource is available for report development and updates |
| Administration and Support | Enhanced Support & Enhancements – including ongoing enhancement hours |

6 Project Implementation



| Implementation Activity | Expectation |
|---|---|
| Resource Availability | <p># of Staff Available per week/ # of hours per week (Recommend 10-20 hours per week)</p> <ul style="list-style-type: none"> - City's Project Lead - TBD (30 hours/ week) - Building – Building Official (2-4 hrs/ week), Permit Tech (2-4 hrs/ week) - Planning – David (10 hrs/ week) Code – Code Rep (2-4 hrs/ week) - IT – System Admin – Patton (5 hrs/ week) |
| Configuration | <p>Primary vendor owned, including report development, and data conversion</p> |
| Data Conversion | <p>PermitCity records (active vs closed; total size of DB; total size of attachments) – Permit City to provide details</p> <ul style="list-style-type: none"> - Migrate legacy data to new LMS (if feasible) <p>“Shadow Systems” Excel – PermitCity does not categorize by types and sub-types (if feasible)</p> <ul style="list-style-type: none"> - Type and sub-types will be combined with PermitCity data as part of the conversion <p>Planning Projects in Excel Trackers (active vs closed; total size of DB)</p> <ul style="list-style-type: none"> - No migration of Excel Project Sheets <p>Comcate records (active vs closed; total size of DB; total size of attachments)</p> <ul style="list-style-type: none"> - Migrate legacy data to new LMS (if feasible) - GIS receives a full download of Comcate cases – in GIS there is a previous Code Enforcement <p># of Conversion Passes – 6-10 (if feasible)</p> |
| Training | <p>Full vendor led training for all end-users; Admin training; Minimal City led training – only process context</p> |
| Integration Build | <p>Not Needed based on Scope</p> |
| Report / Forms Development | <p>Vendor owned</p> |
| Post-Go-Live Support | <p>Enhanced Maintenance & Support</p> |
| Other City Events Effecting Timeline | <p>Fee Study – simplification of Building fees – sometime in 2022</p> <p>Planning Design Objective Standards – by the end of 2021</p> <p>IT – Finance ERP system upgrade – next 24-36 months (no RFP process has started)</p> |

7 Data Conversion



6 Data Conversion Passes + 1 Final Data Conversion Pass

| | | | | | As of August 23, 2021 | | |
|---|------------------|-----------------------|---|--|--|---------------|-----------------------------------|
| # | User Group | Conversion Source | Description | File Type | In Progress Records | Total DB Size | Attachments DB size |
| 1 | Building | PermitCity | Full Conversion | CSV ~100 Files – each corresponding to a table | 101 Ready to Issue 250 In Plan Check 12,483 Closed/ Finaled Permits | 10 GB | 9.5BG, 1,1419 Attachment Files |
| 2 | Building | Permit Masterlist | Full Conversion - Combine with PermitCity data; Provides more details on Permit Type and Subtype and needs to be merged with PermitCity data | Excel | 412 New Residential Construction & Demo Records | - | - |
| 3 | Code Enforcement | Comcate | Full Conversion | TBD | 32,800 Open/ Closed Cases | TBD | TBD |
| 4 | Planning | Project Status Sheets | Will not be converted | Excel | - | - | - |

**EXHIBIT “B”
COMPENSATION RATES AND CHARGES**

Proposed Cost - Total not-to-exceed budget and duration of services:

- **Duration of Services:** 18-months (based on Tyler Tech proposed timeline)
- **Total Compensation:** \$693,000
 - PCG’s services will be billed on a fixed monthly basis of \$38,500 per month for the duration of the project. Billing will begin upon project initiation with Tyler Tech
- **Early Completion:** If project is completed prior to the full 18-month duration, PCG will be compensated the remainder of the Total Not-to-Exceed value of the agreement
- Scope is based on Appendix A – LMS Procurement Inventory. Any additional scope items not identified in LMS Procurement Inventory will be billed as time and materials based on the rate table below:

| Project Resource | 2022-24 Rates |
|----------------------------|----------------------|
| Principal LMS Consultant | \$225/ Hour |
| LMS Project Consultant | \$185/ Hour |
| Reports / Stored Procedure | \$185/ hour |