

THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES TO PROVIDE AS NEEDED ACCELA CIVIC PLATFORM CONSULTING SERVICES BETWEEN THE CITY OF HERMOSA BEACH AND IK CONSULTING, LLC

This Third Amendment to the Agreement for Professional Services to provide as needed Accela Civic Platform Consulting Services ("Third Amendment") is entered into this 15th day of May 2024, by and between the City of Hermosa Beach, a municipal corporation ("City") and IK Consulting, LLC. ("CONSULTANT").

RECITALS

- A. On May 13, 2021 the CITY entered into an agreement with CONSULTANT to provide as needed Accela Civic Platform consulting services for a term of one year and a not-to-exceed amount of \$29,725. This agreement expired on June 30, 2022.
- B. On July 1, 2022 the CITY and Consultant executed a first amendment to the Agreement to extend the agreement for an additional year to provide the continuing as needed services. The agreement expired on June 30, 2023.
- C. On May 24, 2023 the CITY and Consultant executed a second amendment to the Agreement to extend the agreement for an additional year to provide the continuing as needed services. The agreement is set to expire on June 30, 2024.
- D. The CITY and Consultant now mutually desire to amend the Agreement to increase the not-to-exceed limit by \$30,000, for a total not-to-exceed amount of \$59,725, and to extend the agreement for an additional two years to provide the continuing as needed services. The new contract will be set to expire on June 30, 2026.

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

- 1. Section 1 is amended to read as follows:

CONSIDERATION AND COMPENSATION. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT a total not-to-exceed amount of \$59,725, for CONSULTANT's services, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

Except as modified above, the Agreement and each and every term and provision thereof remain in full force and effect. Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

2. Section 7 is amended to read as follows:

7. TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on June 30, 2026, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment on the 15th day of May, 2024.

CITY OF HERMOSA BEACH

CONSULTANT

Justin Massey, Mayor

Melissa Kern

Justin Massey, Mayor

Melissa O. Kern, Managing Partner
IK Consulting, LLC

ATTEST:

APPROVED AS TO FORM:

Myra Maravilla

Patrick Donegan

Myra Maravilla, City Clerk

Patrick Donegan, City Attorney

IK CONSULTING, LLC
SCOPE OF SERVICES
EXHIBIT A

Consulting Services

Off Site or On Site Assistance – Hourly

\$145.00 / Hour

- Project work for modifications to existing and new process creation, as assigned.
 1. Workflow / Process.
 2. Fees / Calculations.
 3. User Setup / Security.
 4. Custom Forms / Fields Layout.
 5. User Defined Data / Tables.
 6. Intake Forms / Status Groups.
 7. Inspections / Result Groups.
 8. Calendars / Events / Scheduling.
 9. Accela add on products (such as Accela Citizen Access, Accela Mobile Office, Apps, etc).
 10. Accela integrations and implementations for add on products (such as Solar App+, Bluebeam, Laserfiche, Finance Products, etc.)
 11. Queries / Filters / Smart Charts.
 12. Custom Reports / Ad Hoc Reports.
 13. Events / Scripting.
- Support tickets, as assigned.
- Training documentation, as assigned.

Training – Daily

\$1,740.00 / Day

- End User and/or Administrative Training for the Civic Platform or add on products, as assigned.

Not To Exceed Amount

\$59,725.00

Note: This is a time and materials quote and client will be billed based on hours actually worked. All work to be completed based on request, and expenses to be reimbursed, as incurred.

PAYMENT TERMS

Payment for Consulting will be invoiced monthly for work completed the previous month. Training will be invoiced at time of scheduling classes.

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 for 90 days from date of quote.

