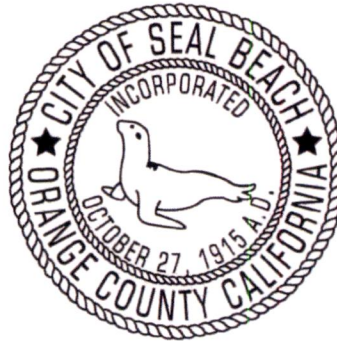


PROFESSIONAL SERVICES AGREEMENT for

Post-Go-Live Transition Services

between



City of Seal Beach
211 - 8th Street
Seal Beach, CA 90740

&

Holistic System Integration Solutions
P.O. Box 6313
La Quinta, CA 92248
(760) 861-6532

This Professional Service Agreement ("the Agreement") is made as of August 26, 2024, to be effective as of September 1, 2024 (the "Effective Date"), by and between **Holistic System Integration Solutions** ("Consultant"), a **sole proprietorship**, and the City of Seal Beach ("City"), a California charter city, (collectively, "the Parties").

RECITALS

- A. City desires certain professional services for post-go-live for Tyler Enterprise, Permitting and Licensing software system.
- B. Pursuant to the authority provided by its City Charter and Seal Beach Municipal Code § 3.20.025(C), City desires to retain Consultant as an independent contractor to provide information technology services.
- C. Consultant represents that the principal members of its firm are qualified professionals and are fully qualified to perform the professional services contemplated by this Agreement by virtue of its experience, and the training, education and expertise of its principals and employees.
- D. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform those services in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Scope of Services

1.1. Consultant shall provide those services (collectively "Services") set forth in the **Scope of Services** attached hereto as Exhibit A and incorporated herein by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control.

1.2. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

1.3. In performing this Agreement, Consultant shall comply with all applicable provisions of federal, state, and local law.

1.4. As a material inducement to City to enter into this Agreement, Consultant hereby represents that it has the experience necessary to undertake the Services to be provided. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing all Services. The City relies upon the skill of Consultant, and Consultant's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and Consultant and Consultant's staff, shall perform the Services in such manner. Consultant shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of Consultant's

work by the City shall not operate as a release of Consultant from such standard of care and workmanship.

1.5. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the City authorizes such work in advance and in writing. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council authorization.

2.0 Term

2.1 The term of this Agreement shall commence on **September 1, 2024** and shall remain in full force and effect until **November 30, 2024**, unless sooner terminated as provided in Section 5.0 of this Agreement.

3.0 Consultant's Compensation

3.1. City will pay Consultant in accordance with the hourly rates shown on the fee schedule set forth in Exhibit A for the Services but in no event will the City pay more than the total not-to-exceed amount of \$5,000 (five thousand dollars) for the Original Term.

4.0 Method of Payment

4.1. Consultant shall submit to City monthly invoices for all Services rendered pursuant to this Agreement. Such invoices shall be submitted within 15 days of the end of the month during which the Services were rendered and shall describe in detail the Services rendered during the period, the days worked, number of hours worked, the hourly rates charged, and the Services performed for each day in the period. City will pay Consultant within 30 days of receiving Consultant's invoice. City will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Consultant.

4.2. Upon 24-hour notice from City, Consultant shall allow City or City's agents or representatives to inspect at Consultant's offices during reasonable business hours all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement. City's rights under this Section 4.2 shall survive for three (3) years following the termination of this Agreement.

5.0 Termination

5.1. This Agreement may be terminated by City, without cause, or by Consultant based on reasonable cause, upon giving the other party written notice thereof not less than 30 days prior to the date of termination.

5.2. This Agreement may be terminated by City upon 10 days' notice to Consultant if Consultant fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least 20 days before the expiration date of the previous policy.

6.0 Party Representatives

6.1. The City Manager is the City's representative for purposes of this Agreement.

6.2. **Angelica Zarco** is the Consultant's primary representative for purposes of this Agreement. **Angelica Zarco** shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. Consultant may not change its representative without the prior written approval of City, which approval shall not be unreasonably withheld.

7.0 Notices

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed 48 hours after deposit in the United States Mail, first class postage prepaid and addressed to the party at the following addresses:

To City: City of Seal Beach
211-8th Street
Seal Beach, California 90740
Attn: City Manager

To Consultant: **Holistic System Integration Solutions**
P.O. Box 6313
La Quinta, CA 92248
Attn: Angelica Zarco

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.0 Permits and Licenses

Consultant and all of Consultant's employees and other personnel shall obtain and maintain during the Agreement term all necessary licenses, permits and

certificates required by law for the provision of the Services under this Agreement, including a business license as required by the Seal Beach Municipal Code.

9.0 Independent Contractor

9.1. Consultant is an independent contractor and not an employee of the City. All work or other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision. Consultant will determine the means, methods, and details by which Consultant's employees and other personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

9.2. All of Consultant's employees and other personnel performing any of the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant and Consultant's personnel shall not supervise any of City's employees; and City's employees shall not supervise Consultant's personnel. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City; and Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of any of the Services under this Agreement. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform any of the Services required by this Agreement. Consultant shall perform all Services off of City premises at locations of Consultant's choice, except (1) as otherwise required for the performance of Services on City real property, vehicles or equipment; (2) as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product related to Consultant's performance of any Services under this Agreement, or (3) as may be necessary to inspect or visit City locations and/or private property to perform such Services. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services under this Agreement.

9.3. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and any of its officers, employees, agents, and

subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including but not limited to, eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits.

9.4. Consultant shall indemnify and hold harmless City and its elected and appointed officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's personnel practices, or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section 9.0. In addition to all other remedies available under law, City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

10.0 PERS Compliance and Indemnification

10.1. General Requirements. The Parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform any work or other Services under this Agreement, Consultant shall assure compliance with the Public Employees' Retirement Law ("PERL"), commencing at Government Code § 20000, as amended by the Public Employees' Pension Reform Act of 2013 ("PEPRA"), and the regulations of PERS. Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the PERL, PEPRA or any other applicable retirement laws and regulations.

10.2. Indemnification. Consultant shall defend (with legal counsel approved by City, whose approval shall not be unreasonably withheld), indemnify and hold harmless City, and its City and its elected and appointed officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability,

damages, claims, costs and expenses of any nature to the extent arising from, caused by, or relating to Consultant's violation of any provisions of this Section 10.0. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Consultant's indemnification and obligations under this Section shall survive the expiration or termination of this Agreement.

11.0 Confidentiality

11.1. Consultant covenants that all data, reports, documents, surveys, studies, drawings, plans, maps, models, photographs, images, video files, media, discussion, or other information (collectively "Data & Documents") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

11.2. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

11.3. Consultant's covenants under this Section shall survive the termination or expiration of this Agreement.

12.0 Ownership of Documents and Work Product

12.1. All Data & Documents shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Data & Documents shall be considered "works made for hire," and all Data & Documents and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be

and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Consultant shall not obtain or attempt to obtain copyright protection as to any Data & Documents.

12.2. Consultant hereby assigns to City all ownership and any and all intellectual property rights to the Data & Documents that are not otherwise vested in City pursuant to the paragraph directly above this one.

12.3. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of all Written Products produced under this Agreement, and that City has full legal title to and the right to reproduce the Data & Documents. Consultant shall defend, indemnify and hold City, and its elected and appointed officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Data & Documents is violating federal, state or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Services and Data & Documents produced under this Agreement. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (1) secure for City the right to continue using the Data & Documents and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (2) modify the Data & Documents and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. These covenants shall survive the expiration and/or termination of this Agreement.

12.4. Upon expiration or termination of the Agreement, Consultant shall deliver to City all Data & Documents and other deliverables related to any Services performed pursuant to this Agreement without additional cost or expense to City. If Consultant prepares a document on a computer, Consultant shall provide City with said document both in a printed format and in an electronic format that is acceptable to City.

13.0 Subcontractors

No portion of this Agreement shall be subcontracted without the prior written approval of the City. Consultant is fully responsible to City for the performance of any and all subcontractors.

14.0 Prohibition Against Assignment or Delegation

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. Any purported assignment or delegation in violation of this Section shall be void and without effect, and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

15.0 Inspection and Audit of Records

Consultant shall maintain complete and accurate records with respect to all Services and other matters covered under this Agreement, including but expressly not limited to, all Services performed, salaries, wages, invoices, time cards, cost control sheets, costs, expenses, receipts and other records with respect to this Agreement. Consultant shall maintain adequate records on the Services provided in sufficient detail to permit an evaluation of all Services in connection therewith. All such records shall be clearly identified and readily accessible. At all times during regular business hours, Consultant shall provide City with free access to such records, and the right to examine and audit the same and to make copies and transcripts as City deems necessary, and shall allow inspection of all program data, information, documents, proceedings and activities and all other matters related to the performance of the Services under this Agreement. Consultant shall retain all financial and program service records and all other records related to the Services and performance of this Agreement for at least three (3) years after expiration, termination or final payment under this Agreement, whichever occurs later. City's rights under this Section 15.0 shall survive for three (3) years after expiration, termination or final payment under this Agreement, whichever occurs later.

16.0 Safety Requirements

All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA and other applicable state and federal laws. City may issue restraint or cease and desist orders to Consultant when unsafe or harmful acts are observed or reported relative to the performance of the Services. Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Consultant shall immediately report to the City any hazardous condition noted by Contractor.

17.0 Insurance

17.1. General Requirements. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that Consultant has secured all insurance required under this Section.

17.2. Minimum Scope and Limits of Insurance. Consultant shall, at its sole cost and expense, procure, maintain and keep in full force and effect for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement, as follows:

17.2.1. Commercial General Liability Insurance: Consultant shall maintain limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage; and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit: Coverage shall be at least as broad as the latest version of Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds;

17.2.2. Automobile Liability Insurance: Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto)..

17.2.3. Workers' Compensation Insurance in the amount required by law; and Employer's Liability: \$1,000,000 per accident and in the aggregate for bodily injury or disease;

17.2.4. Professional Liability (or Errors and Omissions) Liability. , within minimum limits of \$1,000,000 per claim/aggregate. If a "claims made" policy is provided, then the policy shall be endorsed to provide an extended reporting period of not less than three years.

17.2.5 Cyber Security & Privacy Liability Insurance. Service Provider shall procure and maintain Cyber Security and Privacy Liability insurance with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and

- regulatory fines arising from such theft, dissemination, or use of confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems, including hacker or denial of service attacks.
 - c. Liability arising from the failure of technology products (software) required under the contract for Service Provider to properly perform the services intended.
 - d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
 - e. Liability arising from the failure to render professional services.

If coverage is maintained on a claims-made basis, Service Provider shall maintain such coverage for an additional period of three (3) years following termination of the contract. Required Endorsements – a 30-day notice of cancellation.

17.3. Acceptability of Insurers. The Insurance policies required under this Section shall be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

17.4. Additional Insured.

17.4.1. For general liability insurance, City, its elected and appointed officials, officers, employees, agents, designated volunteers and those City agents acting as independent contractors in the role of City officials shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work.

17.4.2. For automobile liability, City, its elected and appointed officials, officers, employees, agents, designated volunteers and those City agents serving as independent contractors in the role of City officials, shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible.

17.4.3. These additional insured provisions shall also apply to any excess/umbrella liability policies.

17.5. Cancellations or Modifications to Coverage. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by City to state: (1) coverage shall not be suspended, voided, reduced or canceled except after 30 days prior

written notice by certified mail, return receipt requested, has been given to City; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City, its elected and appointed officials, officers, employees, agents, designated volunteers, and those City agents serving as independent contractors in the role of City officials;

17.6. Primary and Non-Contributing. Coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, employees, agents, designated volunteers designated volunteers and agents serving as independent contractors in the role of City officials, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage and that any insurance or self-insurance maintained by the City, its elected and appointed officials, officers, employees, agents, designated volunteers designated volunteers and agents serving as independent contractors in the role of City officials, shall be excess of the Consultant's insurance and shall not be called upon to contribute with it;

17.7. Separation of Insureds. All insurance required by this Section shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to City, its elected and appointed officials, officers, employees, agents, designated volunteers and those City agents serving as independent contractors in the role of City officials.

17.8. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall be declared to and approved by City. Consultant guarantees that, at the option of City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected and appointed officials, officers, employees, agents, designated volunteers and those City agents serving as independent contractors in the role of City officials; or (2) Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

17.9. Waiver of Subrogation. Each insurance policy required by this Agreement shall expressly waive the insurer's right of subrogation against City and its elected and appointed officials, officers, employees, agents, designated volunteers and those City agents serving as independent contractors in the role of City officials. Consultant hereby waives all rights of subrogation against City.

17.10. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse

City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

17.11. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City with original certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section on forms satisfactory to and approved by City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by City if requested. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. All certificates and endorsements shall be received and approved by the City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Consultant shall also provide proof to City that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

17.12. Indemnity Requirements Not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 18.0.

17.13. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

17.14. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

18.0 Indemnification, Hold Harmless, and Duty to Defend

18.1. Indemnities.

18.1.1. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify City and its elected and appointed officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this Section 18.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, bid protests, stop notices, liens and losses of any nature whatsoever, including

but not limited to fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

18.1.2. Consultant shall indemnify and hold harmless City in accordance with Sections 9.0 and 10.0.

18.2. Subcontractor Indemnification. Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 18.0 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties.

18.3. Workers' Compensation Acts Not Limiting. Consultant's indemnification obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its elected and appointed officers, officials, agents, employees, designated volunteers and those City agents serving as independent contractors in the role of City officials.

18.4. Insurance Requirements Not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the

acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities and obligations in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities asserted against City or any of the other Indemnitees.

18.5. Survival of Terms. Consultant's indemnifications and obligations under this Section 18.0 shall survive the expiration or termination of this Agreement.

19.0 Non-Discrimination and Equal Employment Opportunity

Consultant affirmatively represents that it is an equal opportunity employer. In the performance of this Agreement, Consultant shall not discriminate against any subcontractor, employee, or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, sexual orientation, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, or any other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation, or any other basis prohibited by law.

20.0 Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

21.0 Prevailing Wage and Payroll Records

To the extent that this Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code, Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in Exhibit B, attached hereto and incorporated by reference herein.

22.0 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 agreements. This Agreement may only be modified by a writing signed by both Parties.

23.0 Severability

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

24.0 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Seal Beach.

25.0 No Third Party Beneficiaries

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity shall be deemed to have any rights hereunder against either party by virtue of this Agreement.

26.0 Waiver

No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

27.0 Prohibited Interests; Conflict of Interest

27.1. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in California Government Code §§ 1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.

27.2. Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

27.3. Consultant warrants and maintains that it has no knowledge that any officer or employee of City has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this Section.

28.0 Final Payment Acceptance Constitutes Release

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

29.0 Corrections

In addition to the indemnification obligations set forth above, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

30.0 Non-Appropriation of Funds

Payments to be made to Consultant by City for any Services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

31.0 Mutual Cooperation

31.1. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

31.2. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

32.0 Time of the Essence

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

33.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party all of its attorneys' fees and other costs incurred in connection therewith.

34.0 Exhibits

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

35.0 Corporate Authority

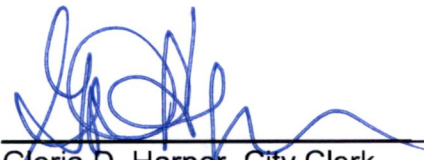
The person executing this Agreement on behalf of Consultant warrants that he or she is duly authorized to execute this Agreement on behalf of said party and that

by his or her execution, the Consultant is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

CITY OF SEAL BEACH


By: 
Jill R. Ingram, City Manager

Attest: 
By: Gloria D. Harper, City Clerk

Approved as to Form:

By: 
Nicholas Ghirelli, City Attorney

CONSULTANT: **Holistic Systems Integration Solutions, a Sole Proprietorship**

By: 
Name: Angelica Zarco
Its: President

*(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313 from each of the following categories: (i) the chairperson of the board, the president or any vice president, **and** (ii) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.)*

PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED

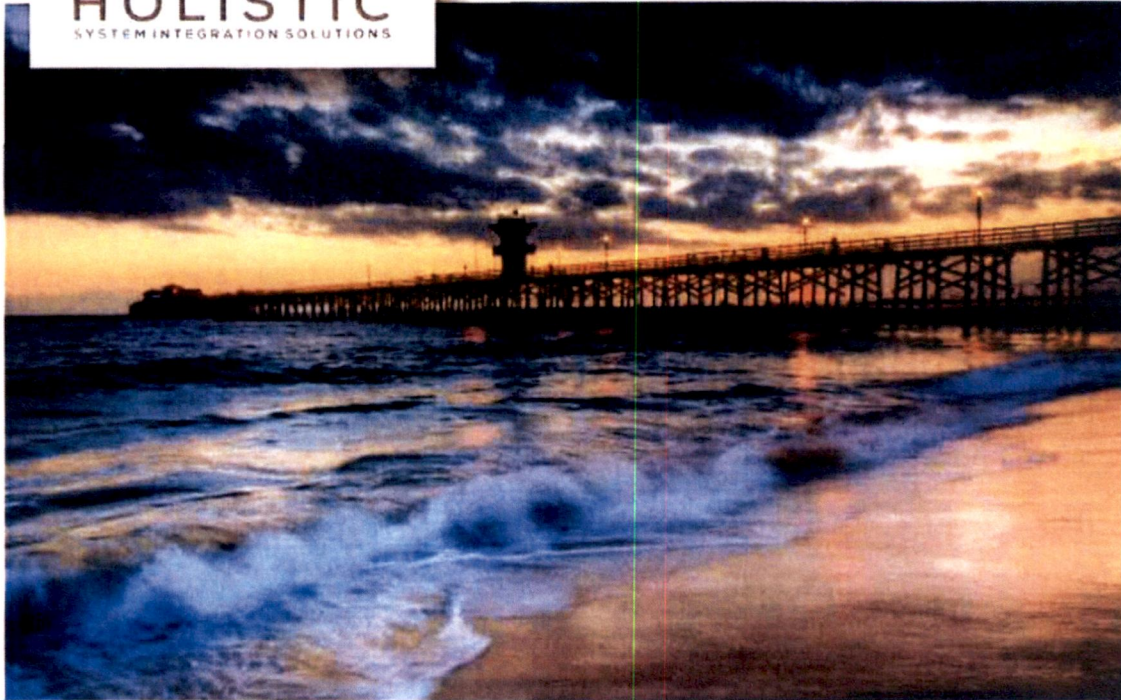
EXHIBIT A

Consultant's Proposal

Margie Ruiz



HOLISTIC
SYSTEM INTEGRATION SOLUTIONS



Proposal:
City of Seal Beach
Consulting Assistance for Implementation of
Tyler's EnerGov Civic Services Software

Angelica Zarco

P.O. Box 6313
La Quinta, CA. 92248

Office (760) 861-6532
azarco@holisticsystemint.com

www.holisticsystem-int.com



SCOPE OF WORK

Provide continued Implementation support of Tyler's, Enterprise Permitting and Licensing software system to include the following:

- Configuration/Business Process Integration
- Workflow Development
- Fee Schedule/Structure configuration
- System Reports Development Coordination (Forms/Documents/Reports)
- GIS Coordination
- Testing
- Data mapping guidance for data migration
- Develop Standard Operating Procedures (SOP's)
- Develop Training materials
- Conduct Staff training
- Ticket creation to report system issues, monitoring and follow through to resolution
- Conduct one-on-one and/or group sessions with City staff
- Remote support services via phone/video conference
- On-site project management/support services – To be scheduled and agreed upon between City and HSIS
- Electronic Plan Review Implementation/integration
- Develop Process/Project Action Team's to accomplish project goals

Optional Services

- Attend bi-weekly team meeting(s) via phone/video conference
- SQL/Cognos/Crystal Report Writer services
 - Coordinate temporary services to be directly contracted by City
- GIS Consultant
 - Coordinate temporary services to be directly contracted by City

Holistic System Integration Solutions Experience

CITY OF SAN CLEMENTE

The City of San Clemente's Information Technology Division utilized **Holistic System Integration Solutions** to supplement their efforts during a staff transitional period and implementation/integration of a new GIS module. Holistic's ability to provide uninterrupted services while implementing a complex GIS module to their existing land management system resulted in a successful partnership. Services provided to the City included the following:

- Review, analysis, coordination, testing and implementation of a new GIS module to their existing land management system.
- Review, analysis, coordination and validation of the City's, County and Fire GIS data and migration into existing land management system.
- Developed Standard Operating Procedures for City Staff use at implementation.
- Developed roadmap and made recommendations to implement electronic plan review.
- Developed reporting methods for Clean Oceans Annual Jurisdictional Runoff report and Park Ranger program.
- Provided configuration and system support services:

CITY OF MEDFORD (OR)

*"Holistic quickly became a critical element to a successful implementation of a complex system for the City of Medford. The knowledge and resources provided were extremely hardworking and competent. **We could not have achieved success without these resources.**"*

– Barbara Madruga

The City of Medford procured Holistic System Integration Solutions to assist them with a complex implementation of a new software system just three months prior to their scheduled Go-Live date. **Holistic** addressed and fast-tracked resolutions for concerns surrounding their anticipated Go-Live schedule. Our assistance lead to a successful implementation. Services provided to the City included the following:

- Conducted analysis of project timeline and task evaluation, identified critical stops and developed plan of action to accomplish scheduled tasks for successful Go-live.
- Conducted business process and workflow analysis, made recommendations for streamlining and standardizing opportunities and configured in system.
- Conducted analysis of TRAKiT system for configuration needs, accuracy and made configuration adjustments in accordance with desired workflows and business processes.
- Conducted data migration analysis and developed streamlined methods for mapping and migration to new system.
- Conducted GIS analysis and made recommendations for effective system implementation
- Developed SOPs and conducted training to staff in all modules
- Implemented mobile inspection platform and conducted training for inspection staff
- Made recommendations for system preparedness and roll-out to public



Angelica Zarco – Project Manager/President, Holistic SIS
Business Process Review, Workflow Development, Streamlining and Standardizing for Improved Business Continuity, Configuration, SOP Development & Training

Certifications

Intermediate Project Management - Microsoft Project; Lean Six Sigma – Lean Management

Angelica has 14 years of municipal government experience with 10+ years directly related to Community Development. She was also employed as a Project Manager for 3 years with a major Southern California land development company where she managed large-scale tract home development projects. Her experience in both public and private land development sectors has granted her a unique perspective to the land management software implementation and integration process. She is able to utilize her knowledge and experience from behind both sides of the counter to accurately, efficiently and effectively interpret and deploy land management systems based on the critical business needs of cities and customers alike. Angelica was responsible for the successful implementation of the **City of La Quinta's Design and Development Department's land management system**, which included Permit, Project, Business License, AEC and GIS modules. She also implemented electronic plan review, mobile inspection and the eTRAKiT online platform which consisted of 82 land development application types. Angelica developed methods to successfully measure key performance indicators for business process and system performance. The implementation process included:

- Establishing comprehensive strategic plans for implementation / integration of the Department's software system and various project initiatives including project budgets and schedule development / adherence.
- Managing, assigning, and directing activities of various Project Action Teams (PAT's).
- Developing, configuring, and implementing the City's TRAKiT software system
- Conducting stakeholder workshops for eTRAKiT online permitting software.
- Working with City Staff to understand their business processes, developing process workflows, and identifying process improvement opportunities prior to their integration into TRAKiT.
- Developing and implementing standard operating procedures (SOPs) and user manuals, as well as City policies and best management practices (BMP's)
- Conducting effective staff training utilizing SOP's and effective training materials

EXHIBIT B

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works", Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.
2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.
3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.
4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.
5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.
6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Consultant shall, as a penalty to City, forfeit \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.
7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in

Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations, Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. Consultant shall not perform work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. Consultant and subcontractors shall not be debarred or suspended throughout the duration of this Contract pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If Consultant or any subcontractor becomes debarred or suspended during the duration of the project, Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to City, forfeit \$25.00 for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

13. To the maximum extent permitted by law, Consultant shall indemnify, hold harmless and defend (at Consultant's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Consultant, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with the Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Consultant under this Section shall survive the termination of the Agreement.



HOLISTIC
SYSTEM INTEGRATION SOLUTIONS



Proposal:
City of Seal Beach
Consulting Assistance for Implementation of
Tyler's EnerGov Civic Services Software

Angelica Zarco

P.O. Box 6313
La Quinta, CA. 92248

Office (760) 861-6532
azarco@holisticsystemint.com

www.holisticsystem-int.com



August 22, 2024

Alexa Smittle
Community Development Director
City of Seal Beach, California
asmittle@sealbeachca.gov

RE: Consulting services for post-implementation support of Tyler's EnerGov, Community Development Software System

Dear Ms. Smittle,

Holistic System Integration Solutions is pleased to submit this proposal to the City of Seal Beach Community Development Department, to provide post-implementation support of Tyler's, EnerGov Civic Services Software.

The City of Seal Beach implemented Tyler's Enterprise, Permitting and Licensing software system. Implementation of the software is aligned with the City Council's strategic objective for Community Development to improve business processes. The City of Seal Beach desires to receive post-implementation support of their Community Development software system through the end of September, 2024.

Holistic looks forward to working with the City of Seal Beach to develop a model for efficient business operations that safely delivers development services to its customers. Thank you for consideration of our proposal.

Sincerely,

Holistic System Integration Solutions



Angelica Zarco
President/CEO

SCOPE OF WORK

Provide continued Implementation support of Tyler's, Enterprise Permitting and Licensing software system to include the following:

- Configuration/Business Process Integration
- Workflow Development
- Fee Schedule/Structure configuration
- System Reports Development Coordination (Forms/Documents/Reports)
- GIS Coordination
- Testing
- Data mapping guidance for data migration
- Develop Standard Operating Procedures (SOP's)
- Develop Training materials
- Conduct Staff training
- Ticket creation to report system issues, monitoring and follow through to resolution
- Conduct one-on-one and/or group sessions with City staff
- Remote support services via phone/video conference
- On-site project management/support services – To be scheduled and agreed upon between City and HSIS
- Electronic Plan Review Implementation/integration
- Develop Process/Project Action Team's to accomplish project goals

Optional Services

- Attend bi-weekly team meeting(s) via phone/video conference
- SQL/Cognos/Crystal Report Writer services
 - Coordinate temporary services to be directly contracted by City
- GIS Consultant
 - Coordinate temporary services to be directly contracted by City

QUALIFICATIONS

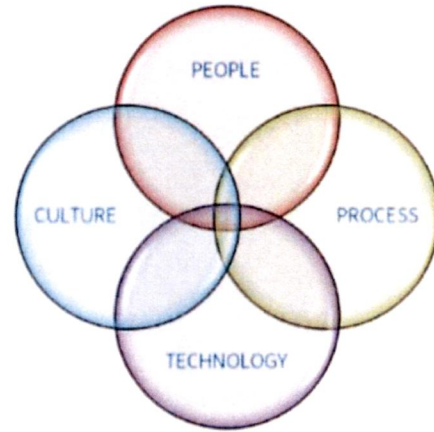
HOLISTIC SYSTEM INTEGRATION SOLUTIONS

OUR PURPOSE

Based in Riverside County, **Holistic System Integration Solutions** is dedicated to providing smart holistic solutions for software implementation and process integration.

Holistic's in-depth understanding of land management systems, comprehensive knowledge of municipal land development processes and proven system implementation/integration experience, paired with our client's desires to achieve future system goals and capitalize on their investment while delivering exceptional customer service, ensures seamless and streamlined collaborations.

Holistic has developed streamlined solutions that utilize a holistic approach to system design and integration by balancing four major elements that are key to successful system implementation – **People, Culture, Process, and Technology**. This approach delivers system integration on a global scale while taking-into-account and minimizing adverse impacts to the organization.



EXECUTION STRATEGY

Our success is attributed to an execution strategy that incorporates the Lean Six Sigma, **DMAIC** (Define, Measure, Analyze, Improve, Control) **method** to software implementation/integration. The DMAIC approach allows them to continually identify and apply improvements to business processes through software system design that result in enhanced system performance.

Change management strategies are also built into our programs to assist with the least impactful introduction of end-users to their new land management environment. This approach is imperative to organizational health.

SERVICES PROVIDED (all of which may be provided remotely)

- RFP Development
- Software System Implementation (New or Upgrade)
- Software Configuration/Integration
- Workflow Development, Design and Automation
- Fee Schedule/Structure Calculations
- System Reports Development Coordination (Forms/Documents/Reports)
- GIS Implementation Coordination
- System Testing
- Streamlined Strategies for Data Mapping/Migration
- Develop Standard Operating Procedures (SOP's)
- Develop Training Materials and Conduct Staff Training
- Vendor issue creation to report system issues, monitoring and follow through to resolution
- Conduct one-on-one and/or group sessions with staff
- Remote support services via phone/video conference
- On-site and/or remote project management/support services
- Electronic plan review software Implementation/ integration
- Develop Process/Project Action Team's to achieve project goals
- Develop performance metrics and key performance indicators (KPI's) for increased productivity

Holistic System Integration Solutions Experience

CITY OF SAN CLEMENTE

The City of San Clemente's Information Technology Division utilized **Holistic System Integration Solutions** to supplement their efforts during a staff transitional period and implementation/integration of a new GIS module. **Holistic's ability to provide uninterrupted services while implementing a complex GIS module to their existing land management system resulted in a successful partnership.** Services provided to the City included the following:

- Review, analysis, coordination, testing and implementation of a new GIS module to their existing land management system.
- Review, analysis, coordination and validation of the City's, County and Fire GIS data and migration into existing land management system.
- Developed Standard Operating Procedures for City Staff use at implementation.
- Developed roadmap and made recommendations to implement electronic plan review.
- Developed reporting methods for Clean Oceans Annual Jurisdictional Runoff report and Park Ranger program.
- Provided configuration and system support services:

CITY OF MEDFORD (OR)

*"Holistic quickly became a critical element to a successful implementation of a complex system for the City of Medford. The knowledge and resources provided were extremely hardworking and competent. **We could not have achieved success without these resources.**"*

– Barbara Madruga

The City of Medford procured Holistic System Integration Solutions to assist them with a complex implementation of a new software system just three months prior to their scheduled Go-Live date. **Holistic** addressed and fast-tracked resolutions for concerns surrounding their anticipated Go-Live schedule. Our assistance lead to a **successful implementation.** Services provided to the City included the following:

- Conducted analysis of project timeline and task evaluation, identified critical stops and developed plan of action to accomplish scheduled tasks for successful Go-live.
- Conducted business process and workflow analysis, made recommendations for streamlining and standardizing opportunities and configured in system.
- Conducted analysis of TRAKiT system for configuration needs, accuracy and made configuration adjustments in accordance with desired workflows and business processes.
- Conducted data migration analysis and developed streamlined methods for mapping and migration to new system.
- Conducted GIS analysis and made recommendations for effective system implementation
- Developed SOPs and conducted training to staff in all modules
- Implemented mobile inspection platform and conducted training for inspection staff
- Made recommendations for system preparedness and roll-out to public

CITY OF COACHELLA

Holistic conducted an in-depth System Needs Analysis of the City of Coachella's existing land management software system (Eden) and processes surrounding their land development activities which included impacts to water & sewer Utilities and Environmental Compliance Departments. The analysis provided them with the ability to measure existing software system capabilities against newer, more sophisticated systems and identified process improvement/streamlining opportunities which will allow them to make informed decisions about future procurement of a new software system.

Services provided to the City included the following:

- Conducted comprehensive system needs analysis of various systems used, including the City's existing Eden land management system, and evaluated based on capability, efficiency and accessibility in comparison with newer land management systems available in today's market.
- Conducted comprehensive business process review of land development activities and made recommendations for standardizing and streamlining opportunities.
- Coordinated software vendor demonstrations and prepared system cost comparison.
- Provided the City with a menu of short-term, mid-term and long-term next steps and made recommendations for actionable goals based on priority.
- Provided roadmap for actionable items with realistic timelines for execution.

CITY OF LA QUINTA

The City of La Quinta sought to implement an on-line land management system for the Design & Development Department. **Angelica Zarco** (*Systems Integration Manager*), spearheaded implementation of the City's new land management software system, TRAKiT, which included strategic planning, streamlining, standardizing, implementation and integration of processes and systems for the Design and Development Department. Responsibilities included the following:

- Development, configuration and implementation of the City's software system (TRAKiT) utilized for all development related, business license and Short-Term Vacation Rental application, review, processing and payment activities for both over the counter and online functionality.
- Implemented the City's online, electronic plan review, GIS and mobile inspection platforms.
- Engaged with City Staff to understand complex business processes, developed workflows, identified process improvements, streamlining opportunities, standardized business processes and integrated with relative software.
- Developed Standard Operating Procedures and User Guides and conducted training for all modules.
- Oversaw the City's Short-Term Vacation Rental Program which involved revamping the marketing and branding of the program.
- Development of complex key performance indicators to measure business and system performance.



Angelica Zarco – Project Manager/President, Holistic SIS

Business Process Review, Workflow Development, Streamlining and Standardizing for Improved Business Continuity, Configuration, SOP Development & Training

Certifications

Intermediate Project Management - Microsoft Project; Lean Six Sigma – Lean Management

Angelica has 14 years of municipal government experience with 10+ years directly related to Community Development. She was also employed as a Project Manager for 3 years with a major Southern California land development company where she managed large-scale tract home development projects. Her experience in both public and private land development sectors has granted her a unique perspective to the land management software implementation and integration process. She is able to utilize her knowledge and experience from behind both sides of the counter to accurately, efficiently and effectively interpret and deploy land management systems based on the critical business needs of cities and customers alike. Angelica was responsible for the successful implementation of the **City of La Quinta's Design and Development Department's land management system**, which included Permit, Project, Business License, AEC and GIS modules. She also implemented electronic plan review, mobile inspection and the eTRAKiT online platform which consisted of 82 land development application types. Angelica developed methods to successfully measure key performance indicators for business process and system performance. The implementation process included:

- Establishing comprehensive strategic plans for implementation / integration of the Department's software system and various project initiatives including project budgets and schedule development / adherence.
- Managing, assigning, and directing activities of various Project Action Teams (PAT's).
- Developing, configuring, and implementing the City's TRAKiT software system
- Conducting stakeholder workshops for eTRAKiT online permitting software.
- Working with City Staff to understand their business processes, developing process workflows, and identifying process improvement opportunities prior to their integration into TRAKiT.
- Developing and implementing standard operating procedures (SOPs) and user manuals, as well as City policies and best management practices (BMP's)
- Conducting effective staff training utilizing SOP's and effective training materials

References

Agency	Contact	Phone Number	Email Address
Holistic References			
City of Medford, Oregon	Barbara Madruga, Technology & Innovation Director	541.774.2064	blmadruga@cityofmedford.org
City of San Clemente, California	Brian Brower, Information Technology Manager	949.361.8259	browerb@san-clemente.org

Fee Information

Cost of Services/Hour	Price	Total Project Cost
Holistic – 40 hours	\$125/hour	\$5,000
TOTAL CONTRACT AMOUNT		\$5,000