

Council/Agency Meeting Held: _____	_____ City Clerk's Signature
Deferred/Continued to: _____	
<input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	
Council Meeting Date: 10/3/2005	Department ID Number: BD 2005-5

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

RECEIVED
CITY CLERK
CITY OF
HUNTINGTON BEACH, CA
2005 SEP 23 A 10:38

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
SUBMITTED BY: *Penelope Culbreth Graft*
PENELOPE CULBRETH-GRAFT, CITY ADMINISTRATOR
PREPARED BY: ROSS CRANMER, DIRECTOR OF BUILDING & SAFETY *Ross*
SUBJECT: AGREEMENT WITH SELECTRON TECHNOLOGIES, INC. FOR THE INTERACTIVE VOICE RESPONSE SYSTEM

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue:

This is a request to enter into a Professional Service Agreement with Selectron Technologies, Inc., to complete the final components of the interactive voice response system (IVR) for the City-Wide Permit System.

Funding Source:

The funding source for this contract will be an outstanding encumbrance in the same amount (\$22,200) currently encumbered to Selectron Technologies (the same vendor). The council action merely re-encumbers the funds encumbered under the expired contract into the new contract.

Recommended Action:

Motion to:

"Approve the reallocation of \$22,200 to the Building & Safety Department operating account number 10055101.69365."

"Approve and authorize the Mayor and City Clerk to execute the Professional Services agreement between the City of Huntington Beach and Selectron Technologies, Inc. in the amount of \$22,200 to complete the final components of the interactive voice response system."

REQUEST FOR ACTION

MEETING DATE: 10/3/2005

DEPARTMENT ID NUMBER:BD 2005-5

Alternative Action(s):

1. "Do not approve the agreement and direct staff accordingly."

Analysis:

The purpose of this RCA is to approve a new contract to allow the vendor time to finish the project. The original Professional Service Agreement with Selectron Technologies, Inc. was executed on March 20, 2002 for the design and installation of the interactive voice response system for the city-wide permit system. When this contract was originally agreed to, staff anticipated sufficient time to complete the project; however delays in the design and implementation of the City-wide Permit System resulted in the postponement of the final components of the interactive voice response system.

Staff recommends the City Council approve the reallocation of funds and the contract with Selectron Technologies, Inc., in the amount of \$22,200, and authorize the Mayor and City Clerk to execute the documents.

D. FINDING FOR SOLE SOURCE:

The base unit of the interactive voice response system was purchased from Selectron Technologies, Inc. and only specific components of the design and implementation remain unfinished. Pursuant to Chapter 3.03 of the Municipal Code, there are extraordinary circumstances to eliminate the RFQ requirement and complete the software design and implementation with Selectron Technologies, Inc. A new consultant would result in significant cost increases; therefore sole sourcing is justified.

Attachment(s):

City Clerk's Page Number	No.	Description
223 223 223	1.	Professional Service Contract with Selectron Technologies, Inc.
	2.	Fiscal Impact Analysis
	3.	Insurance Certificates

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ATTACHMENT 1

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SELECTRON TECHNOLOGIES, INC
FOR
INTERACTIVE VOICE RESPONSE SYSTEM

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
SELECTRON TECHNOLOGIES, INC
FOR
INTERACTIVE VOICE RESPONSE SYSTEM

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____, by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and SELECTRON TECHNOLOGIES, INC., a OREGON CORPORATION hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to COMPLETE FINAL PHASE OF INTERACTIVE VOICE RESPONSE SYSTEM and

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

CONSULTANT has been selected to perform these services,

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

1. SCOPE OF SERVICES

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

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

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2. CITY STAFF ASSISTANCE

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

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence as soon as practicable after the execution of this Agreement by CITY (the "Commencement Date"). This Agreement shall expire on _____, unless sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than THREE YEARS from the Commencement Date of this Agreement. These times may be extended with the written permission of CITY. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed TWENTY-TWO THOUSAND TWO HUNDRED Dollars (\$ 22,200).

5. EXTRA WORK

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

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

6. METHOD OF PAYMENT

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

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

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

8. HOLD HARMLESS

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

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approve selection of CONSULTANT's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above-mentioned insurance shall not contain a self-insured retention, "deductible" or any other similar form of limitation on the required coverage except with the express written consent of CITY. A claims-made policy shall be acceptable if the policy further provides that:

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

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

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10. CERTIFICATE OF INSURANCE

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

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

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

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

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and

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

12. TERMINATION OF AGREEMENT

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

13. ASSIGNMENT AND DELEGATION

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

14. COPYRIGHTS/PATENTS

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

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15. CITY EMPLOYEES AND OFFICIALS

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

16. NOTICES

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

TO CITY:

City of Huntington Beach
ATTN: ROSS CRANMER
2000 Main Street
Huntington Beach, CA 92648

TO CONSULTANT:

TODD JOHNSTON
SELECTION TECHNOLOGIES, INC.
7405 SW TECH CENTER DRIVE
STE 140
PORTLAND, OREGON 97223

17. CONSENT

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

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18. MODIFICATION

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

19. SECTION HEADINGS

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

20. INTERPRETATION OF THIS AGREEMENT

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

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

21. DUPLICATE ORIGINAL

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

22. IMMIGRATION

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

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

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

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof,

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each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

25. SURVIVAL

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

26. GOVERNING LAW

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

27. ENTIRETY

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

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized offices the day, month and year first above written.

CONSULTANT,

SELETRON TECHNOLOGIES, INC.

AN OREGON CORPORATION

By: [Signature]

TODD JOHNSTON
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: [Signature]

JOAN STONER
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary - Treasurer

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of California
INITIATED AND APPROVED:

[Signature]
Director of BUILDING & SAFETY
(Pursuant To HBMC §3.03.100)

APPROVED AS TO FORM:

[Signature]
City Attorney
9/15/05

REVIEWED AND APPROVED:

[Signature]
City Administrator
(only for contracts \$50,000.00 and over)

Mayor

City Clerk

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EXHIBIT "A"

SCOPE OF SERVICES

Component 1: Complete the following modules for the Interactive Voice Response System:

1. Complaint / Code Enforcement (see attached details)
2. Zoning Status – Fax (see attached details)
3. Business License (see attached details)
4. Utility Notification – Fax (see attached details)

Component 2

1. Other modifications as requested.

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The handling and processing of complaint calls is a challenging and time-consuming process. Callers are often emotional, frustrated or upset when they make the call. The Selectron Technologies **Complaint / Code Enforcement** module is designed to assist staff in managing this support function.

The IVR system initially plays a predefined message detailing what information the caller must provide to file a complaint. This explanatory message can be tailored to fit different requirements depending on the type of complaint being filed (i.e. building, parked car, noise, etc).

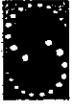
Once the complaint is lodged and is assigned a complaint number, callers can then call the IVR system, input the complaint number, and hear the updated status of the complaint. Status codes contained in the database will be updated as the status changes. These codes correspond with prerecorded messages that will play to the caller when a complaint status is requested.

For example:

- Code 1** **"Complaint Number 123456 was determined to be valid and a citation was issued"**
- Code 2** **"Complaint Number 123456 was determined not to be valid and the investigation has been closed"**
- Code 3** **"An investigation is still pending on complaint number 123456"**

Providing this information through the IVR system will reduce the amount of emotional conversation often associated with this type of call. The information is available to callers 24 hours a day. Since your staff will only be dealing with callers who have obtained the necessary information and be handling fewer status calls, they will be available to assist in other important tasks. This module is a great asset for both your staff and the community.

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Selectron
technologies, inc.

Zoning Status

The optional Selectron Technologies **Zoning Status** module allows callers to receive zoning information for a specific piece of property over the phone 24 hours a day, 7 days a week. This module also provides the caller the ability to receive a spoken or faxed version of the regulations for a specific zone classification.

Once the **Zoning Status** module is selected from a menu, the IVR system asks callers whether they want to look up a *specific site* or to receive information on a *specific zone classification*.

Specific Site Zone Information

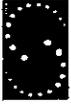
Callers will be prompted to enter the site address or parcel ID number. When the IVR system locates the requested site, the system will play the zoning classification. The caller then has the option to receive further information on the zoning classification information for the site (see below).

Specific Zoning Classifications

Callers will be prompted to enter the zoning classification number. They will then be asked whether they would prefer to have the information spoken or faxed to them. Based on their selection, the IVR system will either play the corresponding recorded message or fax an explanatory document.

Faxing can be restricted to certain local telephone area codes, which is controlled by your system administrator. Should changes occur in the informational document or recording for a specific zone classification, you have the ability to make these changes without assistance from Selectron Technologies' technical staff.

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Selectron
Technologies, Inc.

Business License

City and county staffs are constantly fielding questions related to local business license requirements. These questions frequently require data retrieval from the business license database. Selectron's **Business License** module provides a convenient and cost-effective method to respond to many routine questions and activities automatically. Callers with more complex questions easily can transfer to staff for additional assistance.

With the Selectron Technologies **Business License** module callers can verify business licenses are current. Callers can check the status on information such as their license expiration date, renewal amount, payment information and any penalty fees that are owed. Callers can also check to see when renewal mailings will occur and can retrieve any public information about upcoming changes in the regulations, fees or public hearings.

As an added benefit to the community, the **Business License** module can be integrated with Selectron's fully automated **Credit Card Payments** module to allow callers the option to pay renewal or penalty fees automatically.

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Selectron
Technologies, Inc.

Utility Notification

The Selectron Technologies *Utility Notification* module faxes a Request for Activation to the regulating utility following a successful inspection. This can be accomplished in one of two ways:

- **Automatically** - When an approved inspection is entered
- **By Request** - The IVR system will ask the inspector if a fax notification is required

This eliminates the need for staff personnel or inspectors to notify the utility upon acceptance. Automating this process through the IVR system has several advantages:

- Reduced staff time to coordinate notifying utilities
- Reduced notification delays
- Automatic and accurate documentation of all notifications logged in a daily report
- Choice of fax method, either as posted or all at the end of the workday

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Selectron
Technologies, Inc.

Optional Fax & E-Mail Modules

Selectron Technologies is continually expanding the capabilities of IVR technology beyond the basic functions. We focus on fully utilizing Fax, Internet, E-mail, and multi-host integration. With these added features Selectron is able to offer a wide range of add-on modules to truly customize IVR technology to meet your jurisdiction's needs.

SmartFAX – This module is required to support a fax application on the IVR system. It is required only once regardless of how many fax applications are utilized.

SmartE-mail – This module is required to support an email application on the IVR system. It is required only once regardless of how many email applications are utilized.

Certificate of Occupancy (On-Demand and/or Automatic) – This module enables jurisdictions to have Certificate of Occupancy documents automatically faxed. The IVR system creates the document as defined by the jurisdiction and faxes it to the destination number contained in the host database. (SmartFAX required)

Dynamic Information System – This module allows callers to request informational messages and faxed copies of documents stored in a designated database ("library"). Callers can access the voice information boxes to retrieve recorded messages on procedures and policy, where to seek help, governmental meetings, minutes, schedule of events, etc. All items are in voice form and may be easily updated. The faxing portion of this module is perfect for distributing many kinds of documents: blank forms, job descriptions, annual reports, schedules, marketing materials, technical literature, etc. (SmartFAX required)

Fax Inspection History – This module allows callers to receive inspection history information. (SmartFAX required)

Fax Inspection Results – This module allows callers to receive inspection results on either a permit or inspection code to a requested fax destination. (SmartFAX required)

Internet E-mail – This module allows jurisdictions to e-mail Inspection Results, Plan Review Status, and other documents to the email address corresponding to a permit, plan, or contractor PIN number.

Plan Review Status – This module allows callers to learn the status of a submitted plan in either a spoken, faxed or e-mailed format. Information provided to the caller can include approval status, dates submitted or completed, and associated fees.

Utility Notification – This module allows a Request for Activation document to be automatically faxed to the utility company when final inspection is completed for gas, water or electric service. These fax documents can either be sent as the inspection information is posted by the inspector or batch-faxed at the end of the workday.

Zoning Status – This module allows callers to retrieve the zoning status of a particular site. Callers enter either a parcel number or the site address. Upon the playing of the zone status, the caller can request a fax document describing the guidelines of the zoning status.

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EXHIBIT "B"

Payment Schedule

1. Charges for time during travel are normally not reimbursable and will only be paid if such time is actually used in performing services for CITY or as otherwise arranged with CITY.

2. CONSULTANT shall be entitled to progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

3. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

4. CONSULTANT shall submit to CITY an invoice for each progress payment due. Such invoice shall:

- 1) Reference this Agreement;
- 2) Describe the services performed;
- 3) Show the total amount of the payment due;
- 4) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- 5) For all payments include an estimate of the percentage of work completed.

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

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

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ATTACHMENT 2

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**CITY OF HUNTINGTON BEACH
INTERDEPARTMENTAL COMMUNICATION**

TO: PENELOPE CULBRETH-GRAFT, DPA, CITY ADMINISTRATOR
FROM: DAN T.VILLELLA, CPA, FINANCE OFFICER
SUBJECT: FIS 2005 – 32 APPROVAL OF CONTRACT WITH SELECTRON
TECHNOLOGIES, INC. FOR THE INTERACTIVE VOICE RESPONSE
SYSTEM
DATE: AUGUST 29, 2005

As required by Resolution 4832, this Fiscal Impact Statement has been prepared for
“Approval of Contract with Selectron Technologies, Inc. for The Interactive Voice Response
System.”

If the City Council approves this action (total appropriation \$22,200), there will be no
effect on the General Fund balance because the amount is funded via the cancellation of
an encumbrance for the expired contract to Selectron Technologies. This cancellation
will be followed by a re-encumbrance of the same amount to the same vendor.

Dan Vilella,
Finance Officer

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ATTACHMENT 3

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/05

PRODUCER
W B Adams Company
General Insurance
6290 SW Arctic Drive
Beaverton OR 97005

INSURED
Selectron Technologies, Inc.
7405 SW Tech Center Drive
Suite 140
Portland OR 97223

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Maryland Casualty Co	
INSURER B: Hartford Casualty Company	
INSURER C: Admiral Insurance Company	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PPS042853995	12/21/04	12/21/05	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PPS042853995	12/21/04	12/21/05	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE RETENTION \$ 0	PPS042853995	12/21/04	12/21/06	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	62WEQNU6469	04/01/05	04/01/06	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		Professional Liability	A03PL16910-02	01/31/05	01/31/06	Each Claim \$1,000,000 Aggregate \$1,000,000

APPROVED AS TO FORM
Jennifer McGrath 9/13/05
 JENNIFER McGRATH, City Attorney

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Description of Operations:
 RE: Contract
 City of Huntington Beach, its agents, officers and employees are named as additional insureds per attached endorsement. Additional insured endorsement does not apply to Workers' Compensation or Professional Liability policies.

CERTIFICATE HOLDER

City of Huntington Beach: ATTN Chrissle Mendoza
 Risk Management Dept; 2000 Main St
 P.O. Box 190
 Huntington Beach, CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE *[Signature]* <Mx>

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

Policy # PPS042853995

11. This endorsement is subject to the terms, conditions and exclusions of the policy.

COMMERCIAL GENERAL LIABILITY CONTRACT FORM

SCHEDULE

Name of Person or Organization:

**City of Huntington Beach, its agents, officers and employees
Additional insured endorsement does not apply to workers' compensation or professional liability policies**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

E-5.27

POLICY NUMBER PPS042853995

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Huntington Beach, its agents
officers, and employees

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal at a part of the same project

E-5.28

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

E-5.29

**INTENTIONALLY
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