

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lana Beach, CA 90802-4664

1 AGREEMENT

2 **34816**

3 THIS AGREEMENT is made and entered, in duplicate, as of October 4, 2017,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on October 3, 2017, by and between BAKERCREW  
6 CONSULTING, a Wyoming corporation ("Consultant"), with a place of business at P.O.  
7 Box 3848, Alpine, Wyoming 83128, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with as-needed professional and technical services related to  
11 Land Management/Business Permits ("Project"); and

12 WHEREAS, City has selected Consultant in accordance with City's  
13 administrative procedures and City has determined that Consultant and its employees are  
14 qualified, licensed, if so required, and experienced in performing these specialized  
15 services; and

16 WHEREAS, City desires to have Consultant perform these specialized  
17 services, and Consultant is willing and able to do so on the terms and conditions in this  
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Consultant shall furnish specialized services more particularly  
23 described in Exhibit "A", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay for  
25 these services in the manner described below, not to exceed Six Hundred Thousand  
26 Dollars (\$600,000), at the rates or charges shown in Exhibit "B".

27 B. The City's obligation to pay the sum stated above for any one  
28 fiscal year shall be contingent upon the City Council of the City appropriating the

1 necessary funds for such payment by the City in each fiscal year during the term of  
2 this Agreement. For the purposes of this Section, a fiscal year commences on  
3 October 1 of the year and continues through September 30 of the following year. In  
4 the event that the City Council of the City fails to appropriate the necessary funds  
5 for any fiscal year, then, and in that event, the Agreement will terminate at no  
6 additional cost or obligation to the City.

7 C. Consultant may select the time and place of performance for  
8 these services; provided, however, that access to City documents, records and the  
9 like, if needed by Consultant, shall be available only during City's normal business  
10 hours and provided that milestones for performance, if any, are met.

11 D. Consultant has requested to receive regular payments. City  
12 shall pay Consultant in due course of payments following receipt from Consultant  
13 and approval by City of invoices showing the services or task performed, the time  
14 expended (if billing is hourly), and the name of the Project. Consultant shall certify  
15 on the invoices that Consultant has performed the services in full conformance with  
16 this Agreement and is entitled to receive payment. Each invoice shall be  
17 accompanied by a progress report indicating the progress to date of services  
18 performed and covered by the invoice, including a brief statement of any Project  
19 problems and potential causes of delay in performance, and listing those services  
20 that are projected for performance by Consultant during the next invoice cycle.  
21 Where billing is done and payment is made on an hourly basis, the parties  
22 acknowledge that this arrangement is either customary practice for Consultant's  
23 profession, industry or business, or is necessary to satisfy audit and legal  
24 requirements which may arise due to the fact that City is a municipality.

25 E. Consultant represents that Consultant has obtained all  
26 necessary information on conditions and circumstances that may affect its  
27 performance and has conducted site visits, if necessary.

28 F. CAUTION: Consultant shall not begin work until this

1 Agreement has been signed by both parties and until Consultant's evidence of  
2 insurance has been delivered to and approved by City.

3 2. TERM. The term of this Agreement shall commence at midnight on  
4 October 1, 2017, and shall terminate at 11:59 p.m. on September 30, 2019, unless sooner  
5 terminated as provided in this Agreement, or unless the services or the Project is  
6 completed sooner. The term may be extended for two (2) additional one-year periods, at  
7 the discretion of the City Manager.

8 3. COORDINATION AND ORGANIZATION.

9 A. Consultant shall coordinate its performance with City's  
10 representative, if any, named in Exhibit "C", attached to this Agreement and  
11 incorporated by this reference. Consultant shall advise and inform City's  
12 representative of the work in progress on the Project in sufficient detail so as to  
13 assist City's representative in making presentations and in holding meetings on the  
14 Project. City shall furnish to Consultant information or materials, if any, described  
15 in Exhibit "D", attached to this Agreement and incorporated by this reference, and  
16 shall perform any other tasks described in the Exhibit.

17 B. The parties acknowledge that a substantial inducement to City  
18 for entering this Agreement was and is the reputation and skill of Consultant's key  
19 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
20 reference. City shall have the right to approve any person proposed by Consultant  
21 to replace that key employee.

22 4. INDEPENDENT CONTRACTOR. In performing its services,  
23 Consultant is and shall act as an independent contractor and not an employee,  
24 representative or agent of City. Consultant shall have control of Consultant's work and the  
25 manner in which it is performed. Consultant shall be free to contract for similar services to  
26 be performed for others during this Agreement; provided, however, that Consultant acts in  
27 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges  
28 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;

1 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
2 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of  
3 the usual and customary rights, benefits or privileges of City employees. Consultant  
4 expressly warrants that neither Consultant nor any of Consultant's employees or agents  
5 shall represent themselves to be employees or agents of City.

6 5. INSURANCE.

7 A. As a condition precedent to the effectiveness of this  
8 Agreement, Consultant shall procure and maintain, at Consultant's expense for the  
9 duration of this Agreement, from insurance companies that are admitted to write  
10 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
11 Company or from authorized non-admitted insurance companies subject to Section  
12 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
13 by A.M. Best Company, the following insurance:

14 i. Commercial general liability insurance (equivalent in  
15 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less  
16 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.  
17 This coverage shall include but not be limited to broad form contractual  
18 liability, cross liability, independent contractors liability, and products and  
19 completed operations liability. City, its boards and commissions, and their  
20 officials, employees and agents shall be named as additional insureds by  
21 endorsement (on City's endorsement form or on an endorsement equivalent  
22 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10  
23 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),  
24 and this insurance shall contain no special limitations on the scope of  
25 protection given to City, its boards and commissions, and their officials,  
26 employees and agents. This policy shall be endorsed to state that the insurer  
27 waives its right of subrogation against City, its boards and commissions, and  
28 their officials, employees and agents.

1                   ii.       Workers' Compensation insurance as required by the  
2                   California Labor Code and employer's liability insurance in an amount not  
3                   less than \$1,000,000. This policy shall be endorsed to state that the insurer  
4                   waives its right of subrogation against City, its boards and commissions, and  
5                   their officials, employees and agents.

6                   iii.       Professional liability or errors and omissions insurance  
7                   in an amount not less than \$1,000,000 per claim.

8                   iv.       Commercial automobile liability insurance (equivalent in  
9                   scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in  
10                  an amount not less than \$500,000 combined single limit per accident.

11                  B.       Any self-insurance program, self-insured retention, or  
12                  deductible must be separately approved in writing by City's Risk Manager or  
13                  designee and shall protect City, its officials, employees and agents in the same  
14                  manner and to the same extent as they would have been protected had the policy  
15                  or policies not contained retention or deductible provisions.

16                  C.       Each insurance policy shall be endorsed to state that coverage  
17                  shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
18                  written notice to City, shall be primary and not contributing to any other insurance  
19                  or self-insurance maintained by City, and shall be endorsed to state that coverage  
20                  maintained by City shall be excess to and shall not contribute to insurance or self-  
21                  insurance maintained by Consultant. Consultant shall notify City in writing within  
22                  five (5) days after any insurance has been voided by the insurer or cancelled by the  
23                  insured.

24                  D.       If this coverage is written on a "claims made" basis, it must  
25                  provide for an extended reporting period of not less than one hundred eighty (180)  
26                  days, commencing on the date this Agreement expires or is terminated, unless  
27                  Consultant guarantees that Consultant will provide to City evidence of uninterrupted,  
28                  continuing coverage for a period of not less than three (3) years, commencing on

1 the date this Agreement expires or is terminated.

2 E. Consultant shall require that all subconsultants or contractors  
3 that Consultant uses in the performance of these services maintain insurance in  
4 compliance with this Section unless otherwise agreed in writing by City's Risk  
5 Manager or designee.

6 F. Prior to the start of performance, Consultant shall deliver to City  
7 certificates of insurance and the endorsements for approval as to sufficiency and  
8 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the  
9 insurance, furnish to City certificates of insurance and endorsements evidencing  
10 renewal of the insurance. City reserves the right to require complete certified copies  
11 of all policies of Consultant and Consultant's subconsultants and contractors, at any  
12 time. Consultant shall make available to City's Risk Manager or designee all books,  
13 records and other information relating to this insurance, during normal business  
14 hours.

15 G. Any modification or waiver of these insurance requirements  
16 shall only be made with the approval of City's Risk Manager or designee. Not more  
17 frequently than once a year, City's Risk Manager or designee may require that  
18 Consultant, Consultant's subconsultants and contractors change the amount, scope  
19 or types of coverages required in this Section if, in his or her sole opinion, the  
20 amount, scope or types of coverages are not adequate.

21 H. The procuring or existence of insurance shall not be construed  
22 or deemed as a limitation on liability relating to Consultant's performance or as full  
23 performance of or compliance with the indemnification provisions of this Agreement.

24 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
25 contemplates the personal services of Consultant and Consultant's employees, and the  
26 parties acknowledge that a substantial inducement to City for entering this Agreement was  
27 and is the professional reputation and competence of Consultant and Consultant's  
28 employees. Consultant shall not assign its rights or delegate its duties under this

1 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
2 of City, except that Consultant may with the prior approval of the City Manager of City,  
3 assign any moneys due or to become due Consultant under this Agreement. Any  
4 attempted assignment or delegation shall be void, and any assignee or delegate shall  
5 acquire no right or interest by reason of an attempted assignment or delegation.  
6 Furthermore, Consultant shall not subcontract any portion of its performance without the  
7 prior approval of the City Manager or designee, or substitute an approved subconsultant  
8 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
9 prevent Consultant from employing as many employees as Consultant deems necessary  
10 for performance of this Agreement.

11 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,  
12 certifies that, at the time Consultant executes this Agreement and for its duration,  
13 Consultant does not and will not perform services for any other client which would create  
14 a conflict, whether monetary or otherwise, as between the interests of City and the interests  
15 of that other client. Consultant further certifies that Consultant does not now have and shall  
16 not acquire any interest, direct or indirect, in the area covered by this Agreement or any  
17 other source of income, interest in real property or investment which would be affected in  
18 any manner or degree by the performance of Consultant's services hereunder. And,  
19 Consultant shall obtain similar certifications from Consultant's employees, subconsultants  
20 and contractors.

21 8. MATERIALS. Consultant shall furnish all labor and supervision,  
22 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
23 necessary to or used in the performance of Consultant's obligations under this Agreement,  
24 except as stated in Exhibit "D".

25 9. OWNERSHIP OF DATA. All materials, information and data  
26 prepared, developed or assembled by Consultant or furnished to Consultant in connection  
27 with this Agreement, including but not limited to documents, estimates, calculations,  
28 studies, maps, graphs, charts, computer disks, computer source documentation, samples,

1 models, reports, summaries, drawings, designs, notes, plans, information, material and  
2 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
3 and City shall have the unrestricted right to use and disclose the Data in any manner and  
4 for any purpose without payment of further compensation to Consultant. Copies of Data  
5 may be retained by Consultant but Consultant warrants that Data shall not be made  
6 available to any person or entity for use without the prior approval of City. This warranty  
7 shall survive termination of this Agreement for five (5) years.

8           10. TERMINATION. Either party shall have the right to terminate this  
9 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
10 prior written notice to the other party. In the event of termination under this Section, City  
11 shall pay Consultant for services satisfactorily performed and costs incurred up to the  
12 effective date of termination for which Consultant has not been previously paid. The  
13 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective  
14 date of termination, Consultant shall deliver to City all Data developed or accumulated in  
15 the performance of this Agreement, whether in draft or final form, or in process. And,  
16 Consultant acknowledges and agrees that City's obligation to make final payment is  
17 conditioned on Consultant's delivery of the Data to City.

18           11. CONFIDENTIALITY. Consultant shall keep all Data confidential and  
19 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
20 performing its services, during the term of this Agreement and for five (5) years following  
21 expiration or termination of this Agreement. In addition, Consultant shall keep confidential  
22 all information, whether written, oral or visual, obtained by any means whatsoever in the  
23 course of performing its services for the same period of time. Consultant shall not disclose  
24 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit  
25 of others except for the purpose of this Agreement.

26           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for  
27 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
28 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available



1 without breach of this Agreement by Consultant; or (c) a third party who has a right to  
2 disclose does so to Consultant without restrictions on further disclosure; or (d) must be  
3 disclosed pursuant to subpoena or court order.

4 13. ADDITIONAL COSTS AND REDESIGN.

5 A. Any costs incurred by City due to Consultant's failure to meet  
6 the standards required by the scope of work or Consultant's failure to perform fully  
7 the tasks described in the scope of work which, in either case, causes City to request  
8 that Consultant perform again all or part of the Scope of Work shall be at the sole  
9 cost of Consultant and City shall not pay any additional compensation to Consultant  
10 for its re-performance.

11 B. If the Project involves construction and the scope of work  
12 requires Consultant to prepare plans and specifications with an estimate of the cost  
13 of construction, then Consultant may be required to modify the plans and  
14 specifications, any construction documents relating to the plans and specifications,  
15 and Consultant's estimate, at no cost to City, when the lowest bid for construction  
16 received by City exceeds by more than ten percent (10%) Consultant's estimate.  
17 This modification shall be submitted in a timely fashion to allow City to receive new  
18 bids within four (4) months after the date on which the original plans and  
19 specifications were submitted by Consultant.

20 14. AMENDMENT. This Agreement, including all Exhibits, shall not be  
21 amended, nor any provision or breach waived, except in writing signed by the parties which  
22 expressly refers to this Agreement.

23 15. LAW. This Agreement shall be construed in accordance with the laws  
24 of the State of California, and the venue for any legal actions brought by any party with  
25 respect to this Agreement shall be the County of Los Angeles, State of California for state  
26 actions and the Central District of California for any federal actions. Consultant shall cause  
27 all work performed in connection with construction of the Project to be performed in  
28 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,

1 county or municipal governments or agencies (including, without limitation, all applicable  
2 federal and state labor standards, including the prevailing wage provisions of sections 1770  
3 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
4 marshal, health officer, building inspector, or other officer of every governmental agency  
5 now having or hereafter acquiring jurisdiction.

6 16. PREVAILING WAGES.

7 A. Consultant agrees that all public work (as defined in California  
8 Labor Code section 1720) performed pursuant to this Agreement (the “Public  
9 Work”), if any, shall comply with the requirements of California Labor Code sections  
10 1770 *et seq.* City makes no representation or statement that the Project, or any  
11 portion thereof, is or is not a “public work” as defined in California Labor Code  
12 section 1720.

13 B. In all bid specifications, contracts and subcontracts for any  
14 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
15 wages and the general prevailing rate for holiday and overtime work in this locality  
16 for each craft, classification or type of worker needed to perform the Public Work,  
17 and shall include such rates in the bid specifications, contract or subcontract. Such  
18 bid specifications, contract or subcontract must contain the following provision: “It  
19 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
20 wages to all workers employed by the contractor in the execution of this contract.  
21 The contractor expressly agrees to comply with the penalty provisions of California  
22 Labor Code section 1775 and the payroll record keeping requirements of California  
23 Labor Code section 1771.”

24 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
25 constitutes the entire understanding between the parties and supersedes all other  
26 agreements, oral or written, with respect to the subject matter in this Agreement.

27 18. INDEMNITY.

28 A. Consultant shall indemnify, protect and hold harmless City, its

1 Boards, Commissions, and their officials, employees and agents (“Indemnified  
2 Parties”), from and against any and all liability, claims, demands, damage, loss,  
3 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
4 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or  
5 in connection with (1) Consultant’s breach or failure to comply with any of its  
6 obligations contained in this Agreement, including any obligations arising from the  
7 Project’s compliance with or failure to comply with applicable laws, including all  
8 applicable federal and state labor requirements including, without limitation, the  
9 requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful  
10 acts, errors, omissions or misrepresentations committed by Consultant, its officers,  
11 employees, agents, subcontractors, or anyone under Consultant’s control, in the  
12 performance of work or services under this Agreement (collectively “Claims” or  
13 individually “Claim”).

14 B. In addition to Consultant’s duty to indemnify, Consultant shall  
15 have a separate and wholly independent duty to defend Indemnified Parties at  
16 Consultant’s expense by legal counsel approved by City, from and against all  
17 Claims, and shall continue this defense until the Claims are resolved, whether by  
18 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
19 breach, or the like on the part of Consultant shall be required for the duty to defend  
20 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
21 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
22 in the defense.

23 C. If a court of competent jurisdiction determines that a Claim was  
24 caused by the sole negligence or willful misconduct of Indemnified Parties,  
25 Consultant’s costs of defense and indemnity shall be (1) reimbursed in full if the  
26 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
27 percentage of willful misconduct attributed by the court to the Indemnified Parties.

28 D. The provisions of this Section shall survive the expiration or

1 termination of this Agreement.

2 19. AMBIGUITY. In the event of any conflict or ambiguity between this  
3 Agreement and any Exhibit, the provisions of this Agreement shall govern.

4 20. NONDISCRIMINATION.

5 A. In connection with performance of this Agreement and subject  
6 to applicable rules and regulations, Consultant shall not discriminate against any  
7 employee or applicant for employment because of race, religion, national origin,  
8 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
9 disability. Consultant shall ensure that applicants are employed, and that  
10 employees are treated during their employment, without regard to these bases.  
11 These actions shall include, but not be limited to, the following: employment,  
12 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or  
13 termination; rates of pay or other forms of compensation; and selection for training,  
14 including apprenticeship.

15 B. It is the policy of City to encourage the participation of  
16 Disadvantaged, Minority and Women-Owned Business Enterprises in City's  
17 procurement process, and Consultant agrees to use its best efforts to carry out this  
18 policy in its use of subconsultants and contractors to the fullest extent consistent  
19 with the efficient performance of this Agreement. Consultant may rely on written  
20 representations by subconsultants and contractors regarding their status.  
21 Consultant shall report to City in May and in December or, in the case of short-term  
22 agreements, prior to invoicing for final payment, the names of all subconsultants  
23 and contractors hired by Consultant for this Project and information on whether or  
24 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as  
25 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

26 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
27 accordance with the provisions of the Ordinance, this Agreement is subject to the  
28 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the

1 Long Beach Municipal Code, as amended from time to time.

2           A. During the performance of this Agreement, the Consultant  
3 certifies and represents that the Consultant will comply with the EBO. The  
4 Consultant agrees to post the following statement in conspicuous places at its place  
5 of business available to employees and applicants for employment:

6           “During the performance of a contract with the City of Long Beach, the  
7 Consultant will provide equal benefits to employees with spouses and its  
8 employees with domestic partners. Additional information about the City of  
9 Long Beach’s Equal Benefits Ordinance may be obtained from the City of  
10 Long Beach Business Services Division at 562-570-6200.”

11           B. The failure of the Consultant to comply with the EBO will be  
12 deemed to be a material breach of the Agreement by the City.

13           C. If the Consultant fails to comply with the EBO, the City may  
14 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
15 to become due under the Agreement may be retained by the City. The City may  
16 also pursue any and all other remedies at law or in equity for any breach.

17           D. Failure to comply with the EBO may be used as evidence  
18 against the Consultant in actions taken pursuant to the provisions of Long Beach  
19 Municipal Code 2.93 et seq., Contractor Responsibility.

20           E. If the City determines that the Consultant has set up or used its  
21 contracting entity for the purpose of evading the intent of the EBO, the City may  
22 terminate the Agreement on behalf of the City. Violation of this provision may be  
23 used as evidence against the Consultant in actions taken pursuant to the provisions  
24 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

25           22. NOTICES. Any notice or approval required by this Agreement shall  
26 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
27 postage prepaid, addressed to Consultant at the address first stated above, and to City at  
28 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy

1 to the City Engineer at the same address. Notice of change of address shall be given in  
2 the same manner as stated for other notices. Notice shall be deemed given on the date  
3 deposited in the mail or on the date personal delivery is made, whichever occurs first.

4 23. COPYRIGHTS AND PATENT RIGHTS.

5 A. Consultant shall place the following copyright protection on all  
6 Data: © City of Long Beach, California \_\_\_\_\_, inserting the appropriate year.

7 B. City reserves the exclusive right to seek and obtain a patent or  
8 copyright registration on any Data or other result arising from Consultant's  
9 performance of this Agreement. By executing this Agreement, Consultant assigns  
10 any ownership interest Consultant may have in the Data to City.

11 C. Consultant warrants that the Data does not violate or infringe  
12 any patent, copyright, trade secret or other proprietary right of any other party.  
13 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials  
14 and employees harmless from any and all claims, demands, damages, loss, liability,  
15 causes of action, costs or expenses (including reasonable attorney's fees) whether  
16 or not reduced to judgment, arising from any breach or alleged breach of this  
17 warranty.

18 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants

19 that Consultant has not employed or retained any entity or person to solicit or obtain this  
20 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,  
21 commission or other monies based on or from the award of this Agreement. If Consultant  
22 breaches this warranty, City shall have the right to terminate this Agreement immediately  
23 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
24 due under this Agreement or otherwise recover the full amount of the fee, commission or  
25 other monies.

26 25. WAIVER. The acceptance of any services or the payment of any

27 money by City shall not operate as a waiver of any provision of this Agreement or of any  
28 right to damages or indemnity stated in this Agreement. The waiver of any breach of this

1 Agreement shall not constitute a waiver of any other or subsequent breach of this  
2 Agreement.

3           26. CONTINUATION. Termination or expiration of this Agreement shall  
4 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
5 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

6           27. TAX REPORTING. As required by federal and state law, City is  
7 obligated to and will report the payment of compensation to Consultant on Form 1099-  
8 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
9 resulting from payments under this Agreement. Consultant shall submit Consultant's  
10 Employer Identification Number (EIN), or Consultant's Social Security Number if  
11 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of  
12 Financial Management. Consultant acknowledges and agrees that City has no obligation  
13 to pay Consultant until Consultant provides one of these numbers.

14           28. ADVERTISING. Consultant shall not use the name of City, its officials  
15 or employees in any advertising or solicitation for business or as a reference, without the  
16 prior approval of the City Manager or designee.

17           29. AUDIT. City shall have the right at all reasonable times during the  
18 term of this Agreement and for a period of five (5) years after termination or expiration of  
19 this Agreement to examine, audit, inspect, review, extract information from and copy all  
20 books, records, accounts and other documents of Consultant relating to this Agreement.

21           30. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
22 designed to or entered for the purpose of creating any benefit or right for any person or  
23 entity of any kind that is not a party to this Agreement.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

BAKERCREW CONSULTING, a Wyoming corporation

10/18, 2017

By [Signature]  
Name Sandy Baker  
Title President

10/18, 2017

By [Signature]  
Name Byron Baker  
Title Vice-President

"Consultant"

CITY OF LONG BEACH, a municipal corporation

11/8, 2017

By [Signature]  
City Manager

[Signature]  
"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on 10-21, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A”

## Scope of Work

# Statement of Work I

## 22 Bill Types Billing Implementation

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### 1. Introduction

This document represents the Statement of Work (SOW) for performing the implementation of the Infor system for the City of Long Beach (CLB), 22 Bill Types (Health, Fire, Economic Services, PD) Billing.

BakerCrew Consulting (BCC) will implement the Infor system, as outlined in the SOW.

The SOW includes the following elements, which are either included in the body of this document or as an Appendix:

- Project Scope
- Implementation Services To Be Provided
- Interfaces To Be Developed
- Conversions To Be Developed
- Assumptions
- Task Descriptions
- Appendices:
  - Appendix A.1.1 - Deliverables and Payment Schedule Spreadsheet
  - Appendix A.2.1 - Decisions, Change Orders and Dispute Resolution

Appendices A.1 and A.2 are incorporated into this Agreement by this reference. BCC and the City's responsibilities are also identified within each task.

### 2. Scope Overview

The purpose of the Infor implementation is to migrate the 22 bill type functions from the Billing & Collections (B&C) system to the Infor (IPS) system. The Infor system will provide existing billing functionality for the current 22 bill types in the B&C system. The project will be considered successful when the new system for billing the 22 bill types has been implemented and placed into production within the agreed-upon project schedule.

### 3. Modules

The following modules will be implemented within the scope of this agreement:

- License
- Building
- Billing - CDR
- Hansen Standard Web Services
- Batch Manager

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### 4. Implementation Services to Be Provided

- Project Planning
- Analysis and Business Requirements
- System Design and Configuration
- Functional Workflow Testing
- Report Development
- Interface Development
- Data Conversion
- Final User Acceptance Testing
- End User Training
- Project Turnover Training
- Go Live and Implementation Support
- Post Implementation Support
- Project Management

### 5. Interfaces to Develop or Enhance

Application	Purpose	Direction	Data Dest/Type	Extract Responsibility	Import Responsibility	Additional Information
iNovah Interface	Move fee and payment information between iNovah Cashiering and Infor	From /To IPS	Real time fee information from IPS to iNovah Cashiering, and payment information from iNovah Cashiering to IPS	BCC – extract fee information from Hansen  City – extract iNovah payment information from iNovah	BCC – import cashiering transactions, including account transactions  City – import fee and account information from IPS	Billing and Account information will be incorporated into this existing interface
GL Interface	Transfer transaction information from IPS to FAMIS	From IPS	Nightly interface file populated with IPS transaction data	BCC	City – import from the interface file to FAMIS	
TSI – Collection Agency Interface	Transfer new account information from IPS to NCO and payment/account status from TSI to IPS	From/To IPS	Monthly and Daily transfer from IPS to TSI of new and recalled accounts to/from TSI.	BCC – export account information to interface file	BCC – import payment and account status from interface file	
Web Payments – Link2Gov	Transfer payment information to the online payment application & process payments from the online application	From /To IPS	Daily transfer of charge and payment information from the online payment application to IPS	City/BCC	City/BCC	
IVR Interface – Link2Gov	Transfer valid accounts to Link2Gov and apply payments made via	From/To IPS	Daily transfer of valid accounts to an interface file Real time posting of payments via	BCC – export valid account information	BCC – import payment confirmation from Link2Gov	

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Application	Purpose	Direction	Data Dest/Type	Extract Responsibility	Import Responsibility	Additional Information
Remittance Processor Interface	Link2Gov to IPS Apply payments from ETL formatted file to IPS	To IPS	web services Daily transfer of payments from file generated via the Remittance Processor		BCC – import payment information from the interface file	City will be responsible to create the file format used by the Remittance Processor. BCC will write the interface from the file generated by the Remittance Processor to IPS

Each interface will be defined in an Interface Control Document, which will be agreed upon by both parties.

### 6. Conversions to Be Developed

Each conversion will be defined in a Conversion Control Document, which will have been agreed upon by both parties.

Application	Data	Platform/OS	Extract/Transform/Load Responsibility
B/C – Billing & Collections	22 bill types application, billing and collections data.	Mainframe/Oracle	City – transfer the data from the mainframe to Oracle staging tables City/BCC – develop program(s) to extract from the Oracle staging tables, transform the data and load it into the IPS system
Collection Agency Commissions	Keeps track of the collection agency commission (17.9%)	DB2 database	It is anticipated that this data will not be converted. However, licenses/accounts that are in Collections status may have the 17.9 % fee created in Hansen as part of the conversion.

1. All data for the 22 bill types being moved to Infor, current and historical, will be converted.
2. All history will be moved with the converted data. However, the approach for billing and converted accounts will be to convert with a balance forward. The Billing & Collections system will remain up for a specified time to allow users access to the last bill.

### 7. Assumptions

#### Implementation Assumptions:

1. This implementation will include the following processes currently managed in the B/C system for billing and collections:
  - HEALTH
    - HB - ANNUAL BACKFLOW PREVENTION FEE
    - HC - CERTIFIED UNIFIED PROGRAM AGENCY
    - HX - JPA -- LONG BEACH/SIGNAL HILL
    - HE - ANNUAL BODY ARTIST REGISTRATION
    - HI - MEDICAL WASTE
    - ~~HT - HAULING MEDICAL WASTE~~ – consolidated with HI so HT will not need to be moved
    - HW - HAZARDOUS WASTE SERVICE CHARGE
    - HF - ANNUAL HEALTH PERMIT
    - HJ - COTTAGE FOOD OPERATIONS - CLASS A
    - HK - COTTAGE FOOD OPERATIONS - CLASS B
    - HM - ANNUAL HEALTH PERMIT (Food Vendors at Farm Markets and for Health Clubs, Massage Therapy Facilities and Tanning Salons)

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- HP - ANNUAL HEALTH PERMIT (Garment Manufacturing)
  - HQ - ANNUAL SOFT SERVE HEALTH PERMIT
  - HH - MULTI HOUSING HABITABILITY PROGRAM
  - HO - PUBLIC HEALTH PERMIT
  - HY - TOBACCO RETAIL PERMIT
  - HZ - NPDES Response – water, HAZMAT Emergency Response – hazmat
  - ECONOMIC SERVICES
    - CL - CITY/REDEVELOPMENT PROPERTIES
    - CP – LEASES AND CONCESSIONS
  - FIRE
    - FD – FIRE DEPT COLLECTIONS
    - FP – FIRE PERMIT - ANNUAL
  - PD
    - LA – FALSE ALARM
2. Health Inspections and Case Management
- The Health inspection and case management processes related to the above health bill types will continue to be managed in the Envision Connect system. The interface between Envision Connect and Infor will continue to be manual and no automation between Envision Connect and Infor will be part of this implementation.
3. Collections
- Information tracked in the Small Claims Tracking System will not be part of this implementation. It is anticipated that another system (i.e.: CUBS) may be used to track disposition, small claims and judgment actions and manage disputes.
  - The 17.9% collection agency fee will not be generated and tracked in Infor.
  - The same collections process currently implemented in Infor for business licensing will be used for the 22 bill types that use the collections process.
4. Reports
- Crystal Reports will be developed by BCC.
  - The City will manage the task of setting up in Control M any batch report that needs to be run as part of the after-hours batch processes
  - Simpler Reports will be developed by the City or Cardon.
  - Developing an exhaustive list of reports will be part of the report requirements effort so this SOW does not contain the list of reports to be analyzed and/or developed.
5. After the Analysis and Business Requirements task is completed, the project plan, scope and costs may be revised and may cause the resources, costs, and/or time frame in this SOW to increase. These changes will be mutually agreed on by the City and BCC and documented in a revision to this SOW.
6. In the CLB non-production environments (including dev, test, train) BCC staff will have administrative privileges to the Infor applications and database.
7. Product deficiencies (gaps or bugs) found during the implementation will be submitted to InforXtreme by the City. Reviewing and managing the InforXtreme incident will also be the responsibility of the City. If the solution provided by Infor can be implemented within the time frame of the project plan, BCC will incorporate the fix. However, if the solution will impact the timeline (i.e.: requires a software upgrade) the solution will be incorporated by the City after the go live

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8. A software upgrade has not been factored into the project plan or the scope of this implementation. The City agrees that the version of the software that is installed when configuration begins will be the version that is implemented in production. The City will not plan an Infor upgrade until after the 22 Bill Types Billing implementation is migrated to production.

### City Staffing Assumptions

1. The Project Manager will be dedicated to the project on a full-time basis.
2. City technical resources will be available to the project for the purposes of technical support during project implementation, and support in the design and development of interfaces and data conversion. The development of the data conversion programs will be done by City technical resources.
3. The City will supply a Core Team made up of subject matter experts from the business for each functional area in each business process being automated. The City will make each Core Team member available to provide business requirements for workflow and billing processes, configuration testing, interface requirements, interface testing, report requirements, reports testing, conversion requirements, conversion testing and final user acceptance testing of the entire system per the project schedule.
4. The City will provide staff as required per the project plan for Interface development and data migration needs. The individual(s) will have good technical skills as well as a reasonable understanding of the City's operations. The person(s) will help identify the City's conversion and interface requirements through meetings and discussions with other City personnel if necessary. The person(s) will also be required to review the Interface Control Document and the Conversion Control Document and provide comments to the BCC Specialist in a timely manner so as not to impact the project schedule.
5. A System/Network Administrator will provide support to the Infor project. This individual will have a good understanding and ability in the following technologies;
  - Microsoft Internet Information Server for installing and configuring web applications and web application pools settings.
  - Managing .Net releases on Microsoft servers and their impact on the IIS Server.
  - Configure remote data storage for Infor client access across multiple dev, test and production environments.
  - Manage user account access to Infor resources such as security and attachments across multiple dev, test and production environments.
6. A Database Administrator will provide support to the Infor project. This individual will have a good understanding of Oracle and the functions of a relational database.

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### **BCC Staffing Assumptions**

BCC will provide an implementation team to undertake the various tasks involved in the Infor implementation. This team will provide services onsite and remote as outlined in the project schedule. The BCC project team will consist of the following:

1. A BCC Project Manager will be dedicated to the project on a full-time basis. The project manager will be responsible for the overall management of the project schedule, resources, deliverables, and budget. The BCC Project Manager reports directly to the City's Project Manager.
2. BCC will provide Implementation Specialists, who will be dedicated to the project according to the implementation schedule as identified in the Project Plan. These individuals' primary responsibility will be to create the system design and configuration of the new system. They will have the requisite skills and experience necessary to successfully undertake the requirements, setup and configuration process of the Infor system.
3. BCC technical resources will be available to the project for the purposes of technical support during project implementation, and support in the design and development of interfaces and data conversion.
4. Additional BCC staffing resources may be acquired by the City to provide project support upon availability.
5. Key named individuals:  
BCC will provide the following key named individuals to this project as discussed in Contract Terms and Conditions.

Project Manager / Implementation Lead	- Sandy Baker
Business Analyst	- Sandy Baker
Configuration Specialist	- Jess Morgan
Interface Developer	- Ron Jones
Report Analyst	- Sandy Baker
Trainer	- Sandy Baker

### **Physical Location Assumptions:**

1. The City will provide an adequate workspace for each on-site BCC consultant, with access to the internet, network, telephone and close proximity to the City Core Team.
2. The Core Team should ideally be located near one another to facilitate good communication and coordination between the subproject teams. Each Core Team member should be provided a desktop computer, networking capabilities, and adequate workspace.
3. The City will provide a project room that can be reserved for the project throughout the duration of the project as needed. This arrangement will facilitate

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both planned meetings and spontaneous group discussions. This project room will contain whiteboards, internet access and have access to a projector.

4. Adequate training space will be provided for the training of end users. The training room will consist of at least four fully functioning networked computers, meeting the minimum or better hardware requirements of the Infor system. The City will be responsible for setting up and maintaining the training room computers.

### 8. Task Descriptions

Task:	1 Project Planning
Description/Objective:	<p>BCC will prepare a detailed project Implementation Plan that will identify each specific task and interim deliverables. This Plan will consist of an MS Project Gantt chart identifying each of the phases/tasks, milestones, deliverables and dependencies associated with each task, estimated duration of each phase/task, and the type and level of participation of BCC and City staff necessary to achieve the plan objectives. The Implementation Plan will include specific responsibilities for both BCC and City staff.</p> <p>This phase will also include the development and delivery of management/project orientation to key City managers and overview training for the City Core Team. The management/project orientation is intended to provide key City managers with an introduction and overview of the project and the expectations and schedule for the overall project.</p>
Milestone:	<ul style="list-style-type: none"> <li>• Project Plan.</li> <li>• Completed Management/Core Team Orientation.</li> </ul>
Milestone Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Approved Project Plan by City Project Manager.</li> <li>• Completed Project Team Orientation and Product Training Material.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Conduct initial project planning sessions.</li> <li>• Conduct Management/Project Team Orientation of project methodology.</li> <li>• Development of Project Plan.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Participate in project planning meetings and project orientation sessions.</li> <li>• Review and approval of Project Plan by City Project Manager.</li> </ul>



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Task:	2. Analysis and Business Requirements
Description/Objective:	<p>This phase involves the identification of each business requirement for each of the functional areas in the 22 bill types billing processes.</p> <p>The approach to be followed for each functional area will consist of a set of analysis sessions with key City users (Core Team). During these sessions the business requirements will be documented in the functional business requirements document(s). This process will include:</p> <ul style="list-style-type: none"> <li>• On-sites and remote, sequential sessions with key City users (Subject Matter Experts (SME)) for each functional area within the scope;</li> <li>• Prepare business analysis document to capture all business requirements during the analysis sessions;</li> <li>• Identification of reporting needs;</li> <li>• Preliminary review of interface and conversion requirements;</li> <li>• Identification of all standard and custom code definitions</li> </ul>
Milestone/Deliverable:	<p>Business Analysis Documents will be prepared for each of the following functional areas:</p> <ul style="list-style-type: none"> <li>✓ HB - ANNUAL BACKFLOW PREVENTION FEE</li> <li>✓ HC - CERTIFIED UNIFIED PROGRAM AGENCY</li> <li>✓ HX - JPA -- LONG BEACH/SIGNAL HILL</li> <li>✓ HE - ANNUAL BODY ARTIST REGISTRATION</li> <li>✓ HI - MEDICAL WASTE</li> <li><del>✓ HT - HAULING MEDICAL WASTE -</del></li> <li>✓ HW - HAZARDOUS WASTE SERVICE CHARGE</li> <li>✓ HF - ANNUAL HEALTH PERMIT</li> <li>✓ HJ - COTTAGE FOOD OPERATIONS - CLASS A</li> <li>✓ HK - COTTAGE FOOD OPERATIONS - CLASS B</li> <li>✓ HM - ANNUAL HEALTH PERMIT (Food Vendors at Farm Markets and for Health Clubs, Massage Therapy Facilities and Tanning Salons)</li> <li>✓ HP - ANNUAL HEALTH PERMIT (Garment Manufacturing)</li> <li>✓ HQ - ANNUAL SOFT SERVE HEALTH PERMIT</li> <li>✓ HH - MULTI HOUSING HABITABILITY PROGRAM</li> <li>✓ HO - PUBLIC HEALTH PERMIT</li> <li>✓ HY - TOBACCO RETAIL PERMIT</li> <li>✓ HZ - NPDES Response - Water, HAZMAT Emergency Response - Hazmat</li> <li>✓ CL - CITY/REDEVELOPMENT PROPERTIES</li> <li>✓ CP - LEASES AND CONCESSIONS</li> <li>✓ FD - FIRE DEPT COLLECTIONS</li> <li>✓ FP - FIRE PERMIT - ANNUAL</li> <li>✓ LA - FALSE ALARM</li> </ul>

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Task:	2. Analysis and Business Requirements
Deliverable Acceptance Criteria:	Completion of Business Requirements documents and final review meetings to review requirements and documented policy decisions with the City Project Manager and Core Team.
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Conducting analysis and review sessions.</li> <li>• Preparation of Business Requirements documents.</li> <li>• Delivery of documents to City management for review and sign-off.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Participation of Core Team in the requirements sessions.</li> <li>• Participation of City project management and key management staff in the review of the Business Requirements documents.</li> <li>• Acceptance and sign-off on Business Requirement documents.</li> </ul>

Task:	3. System Design and Configuration
Description/Objective:	<p>BCC will prepare the design documents to meet the business requirements. From the design documents, BCC will configure and test the Infor system in the development environment, as well as define software migration procedures. The Core Team will review the configuration solution for adherence to the business requirements and usability.</p> <p>As part of this task, the specific business requirements identified in the Analysis phase will be designed, configured, and tested within the development system for all of the application modules.</p> <p>BCC will also demonstrate the system to the Core Team, showing how the requirements identified in the Business Requirement documents have been incorporated within the system workflow and configuration setup.</p>

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Task:	3. System Design and Configuration
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>Completed design document(s) for each workflow and billing components.</li> <li>Completed configuration for each workflow and billing components</li> <li>Completed demonstration for each workflow and billing components.</li> <li>Completed hands-on testing with the Core Team</li> <li>Completed refinement of the configured system</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>Upon an initial walkthrough of the configured system by BCC, the City Core Team will review and approve the configured system for adherence to the business requirements.</li> <li>Approval of the configured workflows and billing components.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>Preparation of design document(s) that meet each business requirement related to the back office configuration.</li> <li>Configuration of the workflow(s) and billing components and setup based on the design documents.</li> <li>Demonstration of the configured system to the Core Team</li> <li>Configuration modifications/changes based on the Core Team feedback</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>Core Team participation in configuration setup.</li> <li>Participate in configured solution demonstration(s).</li> <li>Approve configured workflows</li> </ul>

Task:	4. Functional Workflow Testing
Description/Objective:	<p>During this task, the configured system will be migrated to a 'test' environment for the Core Team to begin testing and gaining hands-on exposure to the system. During this testing phase, the Core Team will test each workflow to confirm that each workflow business requirement has been accounted for in the new configuration. The Core Team will also be testing for usability. During the testing sessions,</p>

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Task:	4. Functional Workflow Testing
	the design and configuration will be refined/modified for better usability and/or conformity to the business requirements. Any modifications will be updated in the design documents.
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>Completed demonstration for each workflow.</li> <li>Completed hands-on testing with the Core Team</li> <li>Completed refinement of the configured workflows</li> <li>Completed updates to the design documents</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>Based on the walkthrough of the configured system by BCC, the City Core Team will accept the configured workflows.</li> <li>Acceptance of configured workflows.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>Demonstration of the configured system to the Core Team</li> <li>Manage Core Team testing of the configured system.</li> <li>Configuration modifications/changes based on the Core Team feedback</li> <li>Update the design documents</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>Participate in configured workflow demonstration(s).</li> <li>Test configuration to increase working knowledge of application, confirm that all business requirements have been met in the solution, and provide feedback about usability and user satisfaction.</li> <li>Accept configured workflows.</li> </ul>

Task:	5. Report Development
Description/Objective:	This phase involves detailed requirements, design and development of custom reports in Crystal, Simpler and/or the PrintFile. These reports are to support the billing processes and also management reports used to report statistics and metrics for the 22 bill types billing processes.
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>BCC will prepare and deliver a report matrix with analysis of the reports in scope for the project. Additionally, BCC will prepare report requirements for each custom report identified in the Report Matrix.</li> </ul>

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Task:	5. Report Development
	<ul style="list-style-type: none"> <li>• BCC will develop the custom reports in Crystal or the Infor Adhoc Reporting tool.</li> <li>• The City may also develop these reports in the Simpler tool.</li> <li>• The BSS and the City will be responsible to test the custom reports</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Delivery of the developed reports, configured to run via Infor Report Manager.</li> <li>• Approval of the delivered reports based on Core Team testing.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Conduct initial analysis sessions to develop the report matrix.</li> <li>• Conduct requirement sessions to extract report requirements</li> <li>• Preparation of the Report Requirement document for each custom report identified for the phase.</li> <li>• Development of custom reports as required in Crystal or the Adhoc Reporting tool</li> <li>• Configuration of specific Crystal Reports to run in Hansen via Report Manager</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Acceptance and sign-off of Report Requirement Documents</li> <li>• Development of reports in the Simpler reporting tool, as required.</li> <li>• Core Team testing of the custom reports</li> <li>• Acceptance of the tested reports.</li> </ul>

Task:	6. Interface Development
Description/Objective:	<p>This phase involves designing and developing all interfaces as identified in section 5 – Interfaces to Develop or Enhance.</p> <p>This phase includes developing an interface control document for each interface, developing the each interface program and managing the testing of each interface with the Core Team.</p>

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Task:	6. Interface Development
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>BCC will prepare and deliver an Interface Control Document for each of the identified interfaces.</li> <li>BCC will develop the program code to extract from and/or import data to the Infor system for each interface.</li> <li>Core Team will test and approve each interface.</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>Delivery of Interface Control Documents.</li> <li>Delivery of each interface program</li> <li>Successful development, testing and implementation of each interface.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>Preparation of Interface Control Document for each of the identified interfaces.</li> <li>Design, code and test each of the interfaces.</li> <li>Manage testing of each interface with the Core Team and/or IST staff.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>Acceptance and sign-off of Interface Control Documents.</li> <li>Testing of interface programs.</li> <li>Acceptance of each interface program.</li> </ul>

Task:	7. Data Conversion
Description/Objective:	<p>The data conversion phase involves defining a strategy for converting data from the Billing and Collections (B&amp;C) system into the Infor system, as well as defining the specific data conversion requirements. The billing data that relates to the business processes identified in section 4 Business Analysis make up the scope of this task. Additionally, the scope of this effort will depend upon file structure, volume, and accuracy of data in the City's existing system(s) and the City's schedule of cutting over to the new system, identifying the method and source for all data to be loaded in the initial production files.</p> <p>Conversion statistics or queries will be developed to indicate that all data from the existing B&amp;C system has been successfully converted to the Infor system.</p>
	<ul style="list-style-type: none"> <li>Completed Conversion Control Document for each</li> </ul>

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Task:	7. Data Conversion
Milestone/Deliverable:	<p>of the workflow processes.</p> <ul style="list-style-type: none"> <li>• Successful conversion of old data to the Infor system.</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Review and acceptance of Conversion Control Document.</li> <li>• Old data successfully converted to new system.</li> <li>• Completed conversion testing with Core Team.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Develop and deliver Conversion Control Document for each workflow process identified in section 4 Business Analysis of this SOW</li> <li>• Assist with the design, development, testing and execution of the automated data conversion program(s) to move asset data from B&amp;C into the Hansen 8 system.</li> <li>• Develop statistics and/or queries to verify integrity of data converted.</li> <li>• Support Core Team testing of converted data, making any necessary modifications required to meet the conversion requirements specified in the Conversion Control Document.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Design, develop, test and execute automated data conversion program(s) to move asset data from B&amp;C into the Hansen 8 system.</li> <li>• Develop statistics and/or queries to verify integrity of data converted.</li> <li>• Support Core Team testing of converted data, making any necessary modifications required to meet the conversion requirements specified in the Conversion Control Document.</li> <li>• Test and approve converted data</li> </ul>

Task:	8. Final User Acceptance Testing
Description/Objective:	<p>The final user acceptance testing phase verifies that all components of the new system are functioning properly. This phase includes complete system testing of the entire system. BCC will develop test scenarios for this phase that</p>

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Task:	8. Final User Acceptance Testing
	<p>utilize the requirement and control documents of each phase. The testing will include developing and executing unique test scenarios, processing and testing all workflow configurations, billing processes, interfaces, reports and converted data.</p> <p>These testing sessions will serve as the City's basis for accepting the system.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Migrate the entire system from the development environment to the test environment</li> <li>• Conduct Final User Acceptance Testing sessions with the Core Team to test all configured workflows, billing elements, interfaces, conversion and reports developed for the project</li> <li>• Track and resolve issues</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Successful completion of test plan.</li> <li>• Verification and review by the Core Team of the complete configured system including workflows, interfaces, reports, and converted data..</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Migrate solution to a test environment per the migration plan.</li> <li>• Develop test plan/scenarios</li> <li>• Manage the testing sessions.</li> <li>• Completion of a successful tested system signed off by the Core Team, which verifies that all components of the new system are functioning properly.</li> <li>• Correct any implementation or setup issues, which cause the system to not function in accordance with the Business Requirement documents.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Perform acceptance testing per the test plan for each component of the system, including configured workflows, billing components, interfaces, conversion and reports.</li> <li>• Verification and acceptance of test results.</li> <li>• Acceptance of the completed system.</li> </ul>



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Task:	9. End User Training
Description/Objective:	<p>Training involves scheduling and conducting the training programs, which will enable users to effectively use the new Hansen 8Infor system.</p> <p>Training plans and training material will be developed. The training material will be developed to also serve the purpose of user documentation. Each end user will be trained to use the Infor system for the functions each trainee supports.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• System migrated from the development environment to the training environment</li> <li>• Completed training material for each of the functional areas of the system.</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Development of end user training material.</li> <li>• Develop Training Plan and Schedule</li> <li>• Conducted training sessions for each end user of the system for the phase.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Conduct on-site training sessions for all end users who will use the Infor system in the 22 Bill Types Billing implementation.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Participation in end-user training sessions.</li> <li>• Conduct on-site training sessions for all end users who will use the Hansen 8 system in Phase 1.</li> <li>• Acceptance and sign-off of training phase.</li> </ul>

Task:	10. Project Turnover Training
Description/Objective:	<p>BCC will develop a Turnover Plan which will identify key considerations and procedures that City managers should be aware of in order to maintain and support the system when BCC completes its responsibilities for City. Along with this plan, BCC will train the production support team on how to support the Infor configuration prior to go live of the system.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Turnover team training of the Infor configured solutions</li> </ul>

# Statement of Work I

## 22 Bill Types Billing Implementation

Task:	10. Project Turnover Training
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Turnover documentation (design documents of all configured solutions)</li> <li>• Completed turnover team training</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will develop the Turnover plan/documentation</li> <li>• BCC will provide turnover team training prior to go live to the Infor support team.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Attend turnover training</li> <li>• Assume System Administrator, DBA responsibilities for the entire system.</li> </ul>

Task:	11. Go Live and Implementation Support
Description/Objective:	<p>During this phase, the system will be migrated into production according to the migration plan. All elements of the system will be moved including configuration, interfaces, conversion, and reports.</p> <p>Specific user support/help desk responsibilities will be defined and provided to all users.</p> <p>The tested software will be migrated from the development environment to the production environment, and the conversion programs will be prepared for production execution. A migration plan will contain all steps required to successfully move all elements of the 22 Bill Types Billing implementation into the Infor production system.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Final Migration Plan/Schedule.</li> <li>• Execution of production cutover</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• City will review and accept the Migration Plan/Schedule.</li> <li>• City will accept the production system once it is moved to production operation.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will develop the Migration Plan/Schedule</li> <li>• BCC, in conjunction with the City IST staff, will migrate the solution into production.</li> <li>• BCC will provide support to key City staff in preparing the system and environment for production cutover.</li> <li>• BCC will provide 1 week of on-site support of the</li> </ul>

# Statement of Work I

## 22 Bill Types Billing Implementation

Task:	11. Go Live and Implementation Support
	<p>migrated system.</p> <ul style="list-style-type: none"> <li>• Additional support hours will be done remotely and supported based on priority and available support hours.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• City staff will be responsible for organizing staff and preparing the site for production cutover</li> <li>• City will be responsible for establishing and supporting the help desk responsibilities.</li> </ul>

Task:	12. Post Implementation Support
Description/Objective:	BCC will provide support after the initial week of on-site support. After the City Helpdesk team has initially triaged the issue, BCC implementation specialists may be asked to support issues. BCC will provide an estimated effort in hours for each issue and the City may choose to use or not use the BCC specialist
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• BCC will provide an estimated cost for each issue referred to BCC.</li> <li>• When the cost estimate is approved by the City, BCC will fix the issue in a production support environment.</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• This task and this is a time and materials task to be billed monthly with a status report to support the work performed.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will provide cost estimates for each issue referred.</li> <li>• BCC will provide post implementation support as needed</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Provide help desk/hotline support to users as necessary.</li> <li>• Assume System Administrator, DBA responsibilities for the entire system.</li> <li>• Manage the testing of fixes/enhancements with the end users</li> <li>• Migrate fixes/enhancements from the production support environment into production</li> <li>• Release management</li> </ul>

# Statement of Work I

## 22 Bill Types Billing Implementation

Task:	13. Project Management
Description/Objective:	Project Management services will be provided throughout the duration of the project. Project Management will be provided on a day-by-day basis by BCC's project manager to address ongoing project coordination, scheduling and issue resolution. The Project Manager will be focused on the overall progress/status of the project and is necessary in order to ensure that the proper resources are assigned; proper attention is given to issue resolution; and to ensure that the project is proceeding in accordance with the contract between BCC and the City.
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Scheduling and conducting status meetings.</li> <li>• Minutes of status meetings.</li> <li>• Management of Issues Log.</li> <li>• Manage and support all testing sessions, including workflow configuration , interface, conversion and report testing sessions with the Core Team.</li> </ul>
Deliverable Acceptance Criteria:	Manage each phase of the project plan. A status report to support the tasks will be provided with each invoice
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will provide a full-time, project manager who will be on-site as required.</li> <li>• BCC will schedule and conduct weekly or periodic status meetings.</li> <li>• BCC will be responsible for maintaining and updating appropriate projects logs, including an Issue Log.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• City will assign one project manager, responsible for coordinating City's activities and staff and reviewing deliverable documents.</li> </ul>

# Statement of Work I

## 22 Bill Types Billing Implementation

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### 8. Project Plan

The following is a high level plan of how the project tasks will be incorporated into a project plan. During the project planning phase, the actual detailed project plan will be developed:

Phase	Task	Timeframe	Estimated Hours	Task	Pred	Deliverable	Task Notes
Prepare	1	Week 1	24	<ul style="list-style-type: none"> <li>Prepare detailed project plan</li> <li>Core Team orientation</li> </ul>	0	Project Plan Project Orientation Training	
Requirements	2	Weeks 2 -5	180	<ul style="list-style-type: none"> <li>Implementation Analysis</li> <li>Document business requirements</li> </ul>	1	Business requirements	
Configuration	3	Weeks 6 - 9	216	<ul style="list-style-type: none"> <li>System design and configuration of workflows</li> <li>Core Team testing</li> </ul>	2	Completed back office configuration	Configure workflows, billing, batch manager
Configuration	4	Weeks 9 - 12	260	<ul style="list-style-type: none"> <li>Functional Workflow testing with Core Team</li> </ul>	3	Tested workflows, billing elements, configured back office	Core Team testing of the configured workflows, billing, batch manager
Reports	5	Weeks 2 -3 & 13 -21	340	<ul style="list-style-type: none"> <li>Report requirements</li> <li>Report development</li> <li>Report Core Team testing</li> </ul>	1 4	Report Requirements, Developed & tested Reports	Weeks 2 – 3 will be used for analysis, develop report matrix, gather samples, determine report revisions and overall report development plan
Interfaces	6	Weeks 13 - 21	142	<ul style="list-style-type: none"> <li>Interface requirements</li> <li>Interface program development</li> <li>Interface Core Team testing</li> </ul>	4	Developed interfaces	Interfaces: GL, iNovah, RTL, Link2Gov – web, IVR, TSI
Conversion	7	Weeks 13 - 24	170	<ul style="list-style-type: none"> <li>Conversion requirements</li> <li>Conversion program development</li> <li>Conversion Core Team testing</li> </ul>	4	Conversion requirements, Unit tested conversion program Core Team testing	
Final UAT	8	Weeks 25 - 29	170	<ul style="list-style-type: none"> <li>Final User Acceptance Testing</li> </ul>	7	Migration plan Tested system migration Test plan and scenarios Full system testing	
Training	9	Weeks 30 - 31	80	<ul style="list-style-type: none"> <li>Training Manuals</li> <li>End User Training</li> </ul>	8	Develop end user training manuals Conduct Training Sessions	
Training	10	Week 31	8	<ul style="list-style-type: none"> <li>Project Turnover Training</li> </ul>	8	Training of the configured system, review of design documents	
Go Live	11	Week 32	124	<ul style="list-style-type: none"> <li>Support Migration to Production</li> <li>Go live support</li> </ul>	9	System migrated to Production On-site support	
Post Go-Live Support	12	Week 34 +	100	<ul style="list-style-type: none"> <li>Support post Go-Live - remote</li> </ul>	11	Remote support	
Project Management	13	On-going	640	On-going Project Management Support throughout project	0		

# Statement of Work I

## 22 Bill Types Billing Implementation

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### 9. Agreement

This Statement of Work serves as a declaration of services to be performed by BakerCrew Consulting. The persons signing this Statement of Work agree to the project scope, deliverables and the estimated project costs for the 22 Bill Type Billing Project.

All services provided by BakerCrew Consulting in association with this Statement of Work shall be performed according to the guidelines set forth in this Statement of Work.

**City of Long Beach:**

**BakerCrew Consulting:**

By:

By:

\_\_\_\_\_  
(signatory name)

\_\_\_\_\_  
(signatory name)

# Appendix A

## Decisions, Change Orders and Dispute Resolution

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### Decision-Making

The City Project Manager will manage the decision-making process. The Vendor Project Manager will track all project issues. The Project Team will resolve minor issues; however, issues with major implications on the project will require decision from the Project Steering Committee.

### **WORKFLOW DECISIONS**

The Project Team will make initial decisions on the process workflow. Changes to current business practices will be identified and brought to organizational managers for approval. The organizational managers will provide sign-off on business workflow for processes as they are translated to Hansen 8. This individual or group of individuals (a Core Team) will be responsible for reviewing and providing approval on all processes and process changes in the system.

### **DELIVERABLE REVIEW PROCEDURES**

Deliverables require a formal review and approval by both the City and Vendor management. Work products have also been defined as part of the statement of work, but these do not require a formal review and sign-off process.

It is effective to have a single point of client responsibility for review, in this case the City Project Manager.

To keep the project on schedule and to surface issues as quickly as possible, the City will either accept or return a deliverable, if adjustments are required, within five business days upon receipt. The deliverable will be considered approved if no feedback is received within five business days, unless otherwise agreed between the City and Vendor management.

### Change Orders

1. **Issuance.** The City will submit in writing a Change Order request to the BCC Project Manager noting the general scope and timeline requirements for the services requested. The City will entertain unsolicited proposals from BCC for Change Order consideration. City acceptance will be indicated through execution of Change Order.
2. **BCC Response.** BCC shall respond in writing within 5 business days of receipt of a Change Order Request, or as mutually agreed, providing a recommendation for technical solution, and providing the City with the cost for the work proposed in the Change Order. Written response will include a breakdown of the number of staff hours and/or additional automation requirements by level of personnel needed to effect this change.

# Appendix A

## Decisions, Change Orders and Dispute Resolution

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3. **Agreement.** The Project/Client Managers shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the parties reach an agreement in writing, the terms hereof shall be modified accordingly.
4. **Preparation of Change Orders.** BCC will prepare Change Order Proposals within the scope of Services.

### **Dispute Resolution Process**

1. **Dispute:** The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this contract (a "Dispute"). When a Dispute arises between the City and BCC, both parties will attempt to resolve the Dispute pursuant to this section and will continue without delay to carry out all their respective responsibilities under this contract.
2. **Notice and Good Faith Negotiation:** The City and BCC will use their best good faith efforts to resolve Disputes arising in the normal course of business at the lowest organizational level between each organization's staff with appropriate authority to resolve such disputes. When a dispute arises between the City and BCC that cannot be resolved in the normal course of business, the Project Managers shall each notify the other of the dispute, with written notice specifying the disputed issues and the position of the party submitting the notice. The Project Managers shall use their best, good faith efforts to resolve the dispute within five business days of submission by either party to the other of such notice of the dispute.
3. **Escalation of Dispute:**
  - a. If the Project Managers are unable to resolve the dispute within five business days, either party may request that the dispute be escalated for resolution by designated officers appointed by each party, whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated officers shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. Such officers will discuss the problem and/or negotiate the applicable section or provision without the necessity of any formal proceedings relating thereto. During the course of such negotiation, all reasonable requests made by one party to the other for information will be honored in order that each of the parties may be fully advised in the premises. The specific format for such discussions will be left to the discretion of the designated officers.
  - b. If the designated officers are unable to resolve the dispute within ten business days, they shall immediately escalate the matter to BCC's President and the City's City Manager (or designee), who will have ten business days to resolve the dispute.



# Appendix A

## Decisions, Change Orders and Dispute Resolution

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4. Mediation: If these representatives are unable to resolve the dispute within such period provided in 3.b. above, the parties shall attempt, with a professional mediator, to reach a mediated resolution of the conflict. If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. If such mediation is unsuccessful within 30 days of the commencement of mediation, then either party may pursue its available legal and equitable remedies. Mediation shall be governed by the provisions of Ch. 7.07 RCW (the Uniform Mediation Act).
5. Extension of Deadlines: Any deadline under this section may be extended by mutual agreement of the Parties.
6. Discussion and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery and production, which shall not be admissible in litigation, subject to applicable City, State and Federal law. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in a lawsuit.
7. The parties shall equally split the fees of any mediator, and each will be responsible for their own attorney fees, if any.
8. The parties agree that the dispute resolution process described above in this section shall precede any action in a judicial or quasi-judicial tribunal.

Task	Payment Information			Notes
	Estimated Costs	Estimated Hours	Task Rate	
<b>Task 1 - Project Planning</b>				
Project Plan	\$ 3,200.00	20.00	\$ 160 - remote	Includes plan for all 22 bill types involving 4 City departments -- Health, Fire, PD, Economic Services
Core Team Project Orientation	\$ 2,960.00	16.00	\$ 185 - onsite	
<b>Total Task \$</b>	<b>6,160.00</b>			
<b>Task 2 - Analysis and Business Requirements</b>				
22 Bill Types Requirements	\$ 4,800.00	30.00	\$ 160 - remote	
	\$ 44,400.00	240.00	\$ 185 - on-site	
<b>Total Task \$</b>	<b>49,200.00</b>			
<b>Task 3 - System Design and Configuration</b>				
Design, Configuration, Unit Testing	\$ 39,000.00	300.00	\$ 130 - remote	includes workflow and billing configuration, batch manager, unit testing
Munis Configuration, Unit Testing	\$ 10,400.00	80.00	\$ 130 - remote	time added to include effort to migrate fees to the Munis environment and test using the Munis account structures
Core Team Review	\$ 3,120.00	24.00	\$ 130 - remote	
<b>Total Task \$</b>	<b>52,520.00</b>			
<b>Task 4 - Functional Workflow Testing</b>				
Functional Workflow Testing	\$ 36,200.00	240.00	\$ 155 - on-site \$ 130 - remote	1 resource on-site - 200 hrs, 1 resource remote - 40 hrs
Billing Testing	\$ 23,800.00	100.00	\$ 155 - on-site \$ 130 - remote	1 resource on-site- 120 hrs, 1 resource remote - 40 hrs
<b>Total Task \$</b>	<b>60,000.00</b>			
<b>Task 5 - Report Development</b>				
Report Matrix and Print File	\$ 6,240.00	48.00	\$ 130 - remote	Remote sessions to develop report matrix with comprehensive list of reports and evaluate and determine PrintFile changes.
Report Requirements, Design, Development & Unit Testing Manage Report Testing	\$ 41,120.00 \$ 21,700.00	304.00 140.00	\$ 155 - on-site \$ 130 - remote \$ 155 - on-site	64 hrs onsite and 40 hrs remote for requirements - 1 resource, 200 hrs remote for development and unit testing, includes PrintFile changes - 1 resource
<b>Total Task \$</b>	<b>62,820.00</b>			
<b>Task 6 - Interface Development</b>				
Interface Requirements	\$ 5,200.00	40.00	\$ 130 - remote	Requirements for these interfaces: GL, iNovah, RTL, Link2Gov -- web, IVR, TSI, PrintFile

Task	Payment Information			Notes
	Estimated Costs	Estimated Hours	Task Rate	
<b>Task 1 - Project Planning</b>				
Project Plan	\$ 3,200.00	20.00	\$ 160 - remote	Includes plan for all 22 bill types involving 4 City departments -- Health, Fire, PD, Economic Services
Core Team Project Orientation	\$ 2,960.00	16.00	\$ 185 - onsite	
<b>Total Task</b>	<b>\$ 6,160.00</b>			
<b>Task 2 - Analysis and Business Requirements</b>				
22 Bill Types Requirements	\$ 4,800.00	30.00	\$ 160 - remote	
	\$ 44,400.00	240.00	\$ 185 - on-site	
<b>Total Task</b>	<b>\$ 49,200.00</b>			
<b>Task 3 - System Design and Configuration</b>				
Design, Configuration, Unit Testing	\$ 39,000.00	300.00	\$ 130 - remote	includes workflow and billing configuration, batch manager, unit testing
Munis Configuration, Unit Testing	\$ 10,400.00	80.00	\$ 130 - remote	time added to include effort to migrate fees to the Munis environment and test using the Munis account structures
Core Team Review	\$ 3,120.00	24.00	\$ 130 - remote	
<b>Total Task</b>	<b>\$ 52,520.00</b>			
<b>Task 4 - Functional Workflow Testing</b>				
Functional Workflow Testing	\$ 36,200.00	240.00	\$ 155 - on-site \$ 130 - remote	1 resource on-site - 200 hrs, 1 resource remote - 40 hrs
Billing Testing	\$ 23,800.00	100.00	\$ 155 - on-site \$ 130 - remote	1 resource on-site- 120 hrs, 1 resource remote - 40 hrs
<b>Total Task</b>	<b>\$ 60,000.00</b>			
<b>Task 5 - Report Development</b>				
Report Matrix and Print File	\$ 6,240.00	48.00	\$ 130 - remote	Remote sessions to develop report matrix with comprehensive list of reports and evaluate and determine PrintFile changes.
Report Requirements, Design, Development & Unit Testing	\$ 41,120.00	304.00	\$ 155 - on-site \$ 130 - remote	64 hrs onsite and 40 hrs remote for requirements - 1 resource, 200 hrs remote for development and unit testing, includes PrintFile changes - 1 resource
Manage Report Testing	\$ 21,700.00	140.00	\$ 155 - on-site	
<b>Total Task</b>	<b>\$ 62,820.00</b>			
<b>Task 6- Interface Development</b>				
Interface Requirements	\$ 5,200.00	40.00	\$ 130 - remote	Requirements for these interfaces: GL, iNovah, RTL, Link2Gov - web, IVR, TSI, PrintFile

Interface Development		\$	8,450.00						Includes these interfaces: GL, iNovah, RTL, Link2Gov – web, IVR, TSI, PrintFile
Interface Testing		\$	10,075.00		65.00				Testing with Core Team and City IT staff
<b>Total Task</b>		<b>\$</b>	<b>23,725.00</b>						
<b>Task 7 - Data Conversion</b>									
Data Conversion Requirements		\$	13,640.00		132.00				Development will be done by City IT staff with BCC supporting development – creating functions, cross reference items
Data Conversion Program Code, Unit Test		\$	15,600.00		120.00				4 weeks on-site- 1 resource, 1 week remote - 1 resource
Core Team Testing		\$	32,170.00		214.00				
<b>Total Task</b>		<b>\$</b>	<b>61,410.00</b>						
<b>Task 8 - Final User Acceptance Testing</b>									
User Acceptance Testing		\$	44,500.00		260.00				5 weeks on-site- 1 resource, 2 weeks remote - 1 - 2 resources
<b>Total Task</b>		<b>\$</b>	<b>44,500.00</b>						
<b>Task 9 - End User Training</b>									
Training Manual/Materials		\$	7,800.00		60.00				
End User Training Sessions		\$	6,200.00		40.00				
<b>Total Task</b>		<b>\$</b>	<b>14,000.00</b>						
<b>Task 10 - Project Turnover Training</b>									
Project Turnover Training		\$	1,560.00		12.00				training via WebEx
<b>Total Task</b>		<b>\$</b>	<b>1,560.00</b>						
<b>Task 11 - Go Live &amp; Implementation Support</b>									
Go Live - Migration & Onsite Support		\$	26,660.00		172.00				includes onsite migration tasks and 9 - 10 days onsite support
<b>Total Task</b>		<b>\$</b>	<b>26,660.00</b>						
<b>Task 12 - Post Implementation Support</b>									
Post Implementation Support		\$	26,000.00		200.00				
<b>Total Task</b>		<b>\$</b>	<b>26,000.00</b>						
<b>Task 13 - Project Management</b>									
Go Live - Migration & Onsite Support		\$	118,080.00		768.00				24 hours per week
<b>Total Task</b>		<b>\$</b>	<b>118,080.00</b>						
<b>TOTALS</b>		<b>\$</b>	<b>546,635.00</b>		<b>3,690.00</b>				

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

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### 1. Introduction and Scope Overview

This document represents the Statement of Work (SOW) for moving the Infor/Hansen GL interface to integrate with the Tyler Munis system for the City of Long Beach (CLB). The City of Long Beach is replacing the current financial system (FAMIS) with Tyler Munis. Go-live is scheduled for July 2018. Currently, there are two types of interfaces between Infor/Hansen and FAMIS: Cash – used by Development Services for fee payments for permits, and Accrual – used for Business License and Oil Well Billing. Both the cash and accrual interfaces will need to be replaced. It is the City's strong desire to utilize native functionality in Infor/Hansen as much as possible to generate the interfaces, and to eliminate most or all of the business logic sitting between the source system and Munis. Infor/Hansen has a journaling function that will be able to create the interface transactions. This SOW is for converting the current GL cash and accrual interfaces to use the journaling functionality and to interface to the new Tyler Munis system.

BakerCrew Consulting (BCC) will implement this project as outlined in the SOW.

The SOW includes the following elements, which are either included in the body of this document or as an Appendix:

- Project Scope
- Implementation Services To Be Provided
- Interfaces To Be Developed
- Assumptions
- Task Descriptions
- Project Plan
- Period of Performance
- Costs and Invoicing
- Agreement

BCC and the City's responsibilities are also identified within each task.

### 2. Scope

The current GL interfaces that transfer Infor/Hansen financial transactions will be designed to generate all financial transactions in Infor/Hansen. These transactions will be generated in the Journal functionality in Infor/Hansen. Additionally, the job(s) to extract the financial data and transfer it to Munis will be redesigned and developed to meet the Munis specifications for transferring the data. Reconciliation reports will also need to be redeveloped to allow for end users to review the financial transactions in Hansen that should be sent to Munis, confirm that all transactions sent to Munis were received by Munis and applied to the correct accounts.

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

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The tasks involved in developing this interface using the journaling functionality in Infor/Hansen are outlined below:

1. Set up JournalRun Batch Job in Batch Manager
2. Convert/revise the Fee Library and GL table setups in Infor/Hansen with the MUNIS accounting information (Fund, Dept, Bureau, etc.)
3. Implement the Department Crosswalk in the Escrow Account Table in Infor/Hansen
4. Add a custom table (Transaction Crosswalk Table) in Infor/Hansen to provide the debit/credit accounting information for each transaction type (similar to the t-code crosswalk)
5. Develop Debit1 and Credit1 formulas in the Journal Setup for each grouping below:
  - a. Account – Refund, Adjustment, Transfer, Overpayment
  - b. Penalty – Charge, Payment, Adjustment
  - c. Principal – Charge, Adjustment, Payment, Payment Adjustment
6. Add formula(s) on the journal object to generate the additional debits and credits needed each time the Debit1 or Credit1 transaction is added and additional journal debit/credit transactions are needed (example Escrow payments, Split fees)
7. Document requirements for the new ETL that selects data from the Journal table, the Fee Library/GL, etc. to generate the export file that will be imported into MUNIS. In the event the journaling function is not capable of generating all required transactions, the ETL would be expected to create the additional transactions.

### 3. Modules

The following modules will be modified within the scope of this agreement:

- Billing - CDR
- Billing – Journal
- Batch Manager

### 4. Implementation Services to Be Provided

- Project Planning
- Analysis and Business Requirements
- System Design and Configuration
- Functional Testing
- Final User Acceptance Testing
- Project Turnover Documentation and Training
- Go Live and Implementation Support
- Project Management

### 5. Interfaces to Modify

The following interfaces will be redeveloped for this project:

- GL – Cash

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

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- Fee Library/GL will need to be updated with new Munis accounting codes
- Interface file will need to be redeveloped to push Infor/Hansen cash transactions to Munis
- GL Accrual
  - Fee Library/GL will need to be updated with new Munis accounting codes
  - Interface file will need to be redeveloped to push Infor/Hansen accrual transactions to Munis
- GL Accrual - BOIL
  - Fee Library/GL will need to be updated with new Munis accounting codes
  - Interface file will need to be redeveloped to push Infor/Hansen accrual for BOIL transactions to Munis

### 6. Assumptions

#### Implementation Assumptions:

1. This project will be scheduled to start as soon as the SOW is approved by the City and BCC. Both the City and BCC agree to have the appropriate resources available to start this project based on a mutually agreed upon timeline.
2. No conversion is anticipated for this implementation. The previous interface selected transactions from the billing.accttran table and no journal records were generated. The new interface will select from the resources.journal table and only transaction records that get the journal credit/debit transactions generated once the new interface goes live will be in the billing.journal table.
3. City staff will develop the data transfer process between Infor/Hansen and Tyler Munis. This will be a new ETL that selects data from the Journal table, the Fee Library/GL, etc. to generate the export file that will be imported into MUNIS.
4. City staff will develop the reconciliation reports identified during the requirements phase for this project.

#### City Staffing Assumptions

1. The Project Manager will be dedicated to the project on an as-needed basis.
2. The City will provide staff as required per the project plan to support all tasks within the project plan.
3. A Database Administrator will provide support to the Infor project. This individual will have a good understanding of Oracle and the functions of a relational database.

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

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### **BCC Staffing Assumptions**

BCC will provide an implementation team to undertake the various tasks involved in the Infor implementation. This team will provide services remotely as outlined in this SOW and the project schedule. The BCC project team will consist of the following:

1. A BCC Project Manager will be dedicated to the project on a part-time basis and as needed. The project manager will be responsible for project planning, guidance and project oversight. The BCC Project Manager reports directly to the City's Project Manager.
2. Key named individuals:  
BCC will provide the following key named individuals to this project as discussed in Contract Terms and Conditions.

Project Manager	- Sandy Baker
Business Analysis	- Sandy Baker
Design and Configuration	- Jess Morgan
Interface Development	- Jess Morgan
Training and Documentation	- Jess Morgan/Sandy Baker



# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

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### 7. Task Descriptions

<b>Task:</b>	<b>1 Project Planning</b>
<b>Description/Objective:</b>	BCC will work with the City's project manager to prepare a detailed project plan that will identify each specific task and interim deliverables for Infor/Hansen to Munis GL Interface implementation. This Plan will consist of an MS Project Gantt chart identifying each of the phases/tasks, milestones, deliverables and dependencies associated with each task, estimated duration of each phase/task, and the type and level of participation of BCC and City staff necessary to achieve the plan objectives. The Implementation Plan will include specific responsibilities for both BCC and City staff.
<b>Milestone:</b>	<ul style="list-style-type: none"><li>• Project Plan</li></ul>
<b>Milestone Acceptance Criteria:</b>	<ul style="list-style-type: none"><li>• Approved Project Plan by City Project Manager.</li></ul>
<b>BCC Responsibility:</b>	<ul style="list-style-type: none"><li>• Development of Project Plan.</li></ul>
<b>City Responsibility:</b>	<ul style="list-style-type: none"><li>• Development of Project Plan with BCC project manager.</li><li>• Review and approval of Project Plan by City Project Manager.</li></ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>2 Analysis and Business Requirements</b>
Description/Objective:	<p>This phase involves the identification of each business requirement for each of the functional areas in the GL Interface.</p> <p>The approach to be followed for each functional area will consist of a set of analysis sessions with key City users (Core Team). During these sessions the business requirements will be documented in the functional business requirements document(s). This process will include:</p> <ul style="list-style-type: none"> <li>• Remote, sequential sessions with key City users (Subject Matter Experts (SME)) for each functional area within the scope;</li> <li>• Prepare business analysis document to capture all business requirements during the analysis sessions;</li> <li>• Identification of reporting needs;</li> </ul>
Milestone/Deliverable:	<p>Business Analysis Documents will be prepared for each of the following functional areas:</p> <ul style="list-style-type: none"> <li>✓ GL interface – financial transactions for each dept using the Infor/Hansen system</li> <li>✓ GL interface – ETL requirements for transferring the Infor/Hansen financial data to Munis</li> <li>✓ GL Interface – report requirements</li> </ul>
Deliverable Acceptance Criteria:	<p>Completion of Business Requirements documents and final review meetings to review requirements and documented policy decisions with the City Project Manager and Core Team.</p>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Conducting analysis and review sessions.</li> <li>• Preparation of Business Requirements documents.</li> <li>• Delivery of documents to City management for review and sign-off.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Participation of Core Team in the requirements sessions.</li> <li>• Participation of City project management and key management staff in the review of the Business Requirements documents.</li> <li>• Acceptance and sign-off on Business Requirement documents.</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>3 System Design and Configuration</b>
<b>Description/Objective:</b>	<p>BCC will prepare the design documents to meet the business requirements. From the design documents, BCC will work with City IT staff to configure and test the Infor system in the development environment, as well as define software migration procedures. The Core Team will review the configuration solution for adherence to the business requirements and usability.</p> <p>As part of this task, the specific business requirements identified in the Analysis phase will be designed, configured, and tested within the development system for all of the application modules.</p> <p>BCC will demonstrate the system to the Core Team, showing how the requirements identified in the Business Requirement documents have been incorporated within the configuration setup</p>
<b>Milestone/Deliverable:</b>	<ul style="list-style-type: none"> <li>• Completed design document(s) for the GL interface</li> <li>• Completed configuration for each financial transaction and batch jobs</li> <li>• Completed hands-on testing with the Core Team</li> <li>• Completed refinement of the configured system</li> </ul>
<b>Deliverable Acceptance Criteria:</b>	<ul style="list-style-type: none"> <li>• Upon an initial walkthrough of the configured system by BCC and the City IT staff, the City Core Team will review and approve the configured system for adherence to the business requirements.</li> <li>• Approval of the configured journaling configuration</li> </ul>
<b>BCC Responsibility:</b>	<ul style="list-style-type: none"> <li>• Preparation of design document for the GL interface.</li> <li>• Advanced configuration of the journaling setup, journaling batch job, fee library setup</li> <li>• Configuration modifications/changes based on the Core Team feedback.</li> </ul>
<b>City Responsibility:</b>	<ul style="list-style-type: none"> <li>• Core Team testing of the configuration</li> <li>• Approve configured journal functionality</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>4 Functional Testing</b>
<b>Description/Objective:</b>	During this task, the configured system will be migrated to a 'test' environment for the Core Team to begin testing and gaining hands-on exposure to the journal functionality. During this testing phase, the Core Team will test each financial transaction type to confirm that each business requirement has been accounted for in the new configuration. During the testing sessions, the design and configuration will be refined/modified for better usability and/or conformity to the business requirements. Any modifications will be updated in the design documents.
<b>Milestone/Deliverable:</b>	<ul style="list-style-type: none"> <li>• Completed demonstration for journaling functionality.</li> <li>• Completed hands-on testing with the Core Team</li> <li>• Completed refinement of the journaling functions.</li> <li>• Completed updates to the design documents</li> </ul>
<b>Deliverable Acceptance Criteria:</b>	<ul style="list-style-type: none"> <li>• Based on the walkthrough of the configured system by BCC, the City Core Team will accept the configured journal setup.</li> <li>• Acceptance of configured journal functionality.</li> </ul>
<b>BCC Responsibility:</b>	<ul style="list-style-type: none"> <li>• Demonstration of the configured system to the Core Team</li> <li>• Manage Core Team testing of the configured system.</li> <li>• Configuration modifications/changes based on the Core Team feedback</li> <li>• Update the design documents</li> </ul>
<b>City Responsibility:</b>	<ul style="list-style-type: none"> <li>• Participate in configured journal demonstration(s).</li> <li>• Test configuration to increase working knowledge of application, confirm that all business requirements have been met in the solution, and provide feedback about usability and user satisfaction.</li> <li>• Accept configured journal configuration.</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>5 Final User Acceptance Testing</b>
Description/Objective:	<p>The final user acceptance testing phase verifies that all components of the new interface are functioning properly. This phase includes complete system testing of the entire interface, end-to-end. BCC will develop test scenarios for this phase that utilize the interface requirements. The testing will include developing and executing unique test scenarios, processing and testing all configurations, batch jobs, and reports.</p> <p>These testing sessions will serve as the City's basis for accepting the interface.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Migrate the interface from the development environment to the test environment</li> <li>• Develop migration plan</li> <li>• Conduct Final User Acceptance Testing sessions with the Core Team to test all configurations, batch jobs, and reports related to the new GL interface.</li> <li>• Track and resolve issues</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Successful completion of test plan.</li> <li>• Verification and review by the Core Team of the complete configuration, batch jobs, and reports for the new GL interface.</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• Develop migration plan</li> <li>• Migrate solution to a test environment per the migration plan.</li> <li>• Develop test plan/scenarios</li> <li>• Manage the testing sessions.</li> <li>• Completion of a successful tested interface signed off by the Core Team, which verifies that all components of the new interface are functioning properly.</li> <li>• Correct any implementation or setup issues, which cause the interface to not function in accordance with the requirements.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Perform acceptance testing per the test plan for each component of the interface.</li> <li>• Verification and acceptance of test results.</li> <li>• Acceptance of the new GL interface.</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>6 Project Turnover Training</b>
Description/Objective:	BCC will develop a turnover plan/documentation for the interface so that will identify key considerations and procedures that City managers should be aware of in order to maintain and support the system when BCC completes its responsibilities for City. Along with this plan, BCC will train the production support team on how to support the new GL interface prior to go live of the system.
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Develop interface control document</li> <li>• Turnover team training of the configured solutions</li> </ul>
Deliverable Acceptance Criteria:	<ul style="list-style-type: none"> <li>• Turnover documentation (design documents of all configured solutions)</li> <li>• Completed turnover team training</li> </ul>
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will develop the Turnover plan/documentation</li> <li>• BCC will provide turnover team training prior to go live of the new GL interface.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• Attend turnover training</li> <li>• Assume system support of the new GL interface.</li> </ul>

<b>Task:</b>	<b>7 Go Live and Implementation Support</b>
Description/Objective:	<p>During this phase, the GL interface will be migrated into production according to the migration plan. All elements of the interface will be moved including configuration, financial data, batch jobs and reports.</p> <p>A migration plan will contain all steps required to successfully move all elements of the Marijuana Measures processes into the Infor production system.</p>
Milestone/Deliverable:	<ul style="list-style-type: none"> <li>• Final Migration Plan/Schedule.</li> <li>• Execution of production cutover</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

<b>Task:</b>	<b>7 Go Live and Implementation Support</b>
<b>Deliverable Acceptance Criteria:</b>	<ul style="list-style-type: none"> <li>• City will review and accept the Migration Plan/Schedule.</li> <li>• City will accept the production system once it is moved to production operation.</li> </ul>
<b>BCC Responsibility:</b>	<ul style="list-style-type: none"> <li>• BCC will develop the Migration Plan/Schedule</li> <li>• BCC, in conjunction with the City IST staff, will migrate the solution into production.</li> <li>• BCC will provide support to key City staff in preparing the interface and environment for production cutover.</li> <li>• BCC will provide as needed remote support of the migrated system.</li> <li>• Additional support hours will be done remotely and supported based on priority and available support hours.</li> </ul>
<b>City Responsibility:</b>	<ul style="list-style-type: none"> <li>• City staff will be responsible for organizing staff and preparing the site for production cutover</li> <li>• City will be responsible for establishing and supporting the help desk responsibilities.</li> </ul>

<b>Task:</b>	<b>8 Project Management</b>
<b>Description/Objective:</b>	Project Management services will be provided throughout the duration of the project. Project Management will be provided on a part-time and as-needed basis by BCC's project manager to address ongoing project coordination, scheduling and issue resolution. The Project Manager will be focused on the overall progress/status of the project and provide mentoring and support to the City project manager during each phase (task) of the project.
<b>Milestone/Deliverable:</b>	<ul style="list-style-type: none"> <li>• Participate in status meetings.</li> <li>• Provide guidance on project plan tasks</li> <li>• Support managing the issues log.</li> <li>• Help develop the migration plan throughout the duration of the project</li> <li>• Provide migration management and support at go</li> </ul>

# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

	live and post go live.
Deliverable Acceptance Criteria:	Project management hours will be billed on a monthly basis as the hours are used each month. A status report to support the tasks will be provided with each invoice
BCC Responsibility:	<ul style="list-style-type: none"> <li>• BCC will provide a part-time, project manager who will be supporting this project remotely</li> <li>• BCC will support status meetings per the project schedule.</li> <li>• BCC will be responsible for providing guidance and strategy for each phase of the project to ensure the project stays on track.</li> </ul>
City Responsibility:	<ul style="list-style-type: none"> <li>• City will assign a project manager, responsible for managing the project and coordinating City's activities and staff.</li> </ul>

### 8. Period of Performance

The aforementioned work will be accomplished based on a mutually agreed upon schedule between BakerCrew and City of Long Beach.

### 9. Costs and Invoicing

Based on the proposed scope and objectives, BakerCrew Consulting's Professional Services fees are estimated to be \$ 51,060.00 for this SOW. These fees are based on an estimated effort of 366 hours and will be billed as incurred. Only hours used will be billed. Travel and expenses are not included in the estimated cost as all work will be performed remotely.

#### Costs – Professional Services

Professional Service Description	Task	Estimated Level of Effort	Rate	Cost
Task 1 - Project Planning	<ul style="list-style-type: none"> <li>• Develop Project Plan</li> <li>• Assist with developing Core Team schedules</li> </ul>	16 hrs	\$ 160.00	\$ 2,560.00
Task 2 – Analysis and Business Requirements	<ul style="list-style-type: none"> <li>• Manage requirement sessions</li> <li>• Develop requirement documents</li> </ul>	60 hrs	\$ 160.00	\$ 9,600.00
Task 3 – System Design and Configuration	<ul style="list-style-type: none"> <li>• Develop design document(s)</li> <li>• Perform advanced configuration – journaling, batch mgr job, fee setup</li> </ul>	160 hrs	\$ 130.00	\$ 20,800.00
Task 4 – Functional Testing	<ul style="list-style-type: none"> <li>• Manage testing sessions</li> <li>• Modifications to the configuration</li> </ul>	30 hrs	\$ 130.00	\$ 3,900.00



# Statement of Work II

## Infor/Hansen to Munis GL Interface Project

Professional Service Description	Task	Estimated Level of Effort	Rate	Cost
Task 5 – Final UAT	<ul style="list-style-type: none"> <li>• Final User Acceptance Testing sessions</li> <li>• Development of testing scenarios</li> </ul>	40 hrs	\$ 130.00	\$ 5,200.00
Task 6 – Project Turnover Documentation & Training	<ul style="list-style-type: none"> <li>• GL Interface Control Documentation</li> <li>• Project turnover training session</li> </ul>	8 hrs	\$ 130.00	\$ 1,040.00
Task 7 – Go Live & Implementation Support	<ul style="list-style-type: none"> <li>• Perform migration to production</li> <li>• Go live support</li> </ul>	12 hrs	\$ 130.00	\$ 1,560.00
Task 8 - Project Management	<ul style="list-style-type: none"> <li>• Provide Project Management assistance, oversight for tasks 2 - 7</li> </ul>	40 hrs	\$ 160.00	\$ 6,400.00
Totals		366 hrs		\$ 51,060.00

**Invoicing**

BakerCrew Consulting, Inc. will submit invoices each month for the hours used. BCC will invoice in the format required by CLB. Invoices are payable upon receipt.

**10. Infor/Hansen to Munis GL Interface Project Agreement – v 1.0**

This Statement of Work serves as a declaration of services to be performed by BakerCrew Consulting. The persons signing this Statement of Work agree to the project scope, deliverables and the project costs.

All services provided by BakerCrew Consulting in association with this Statement of Work shall be performed according to the guidelines set forth in this Statement of Work.

**City of Long Beach:**

**BakerCrew Consulting:**

By:

By:

\_\_\_\_\_ (signatory name)

\_\_\_\_\_ (signatory name)

# EXHIBIT “B”

Rates or Charges

The following sections relate to the sections in the RFQ:

## 10.0 COST

10.1 BakerCrew is bidding on the Hansen Professional Services RFQ. No overtime rates are applicable.

Hansen Professional Services:		
Resource Type	On-site hourly rate (inclusive of travel expenses)	Off-site hourly rate
Project Manager	\$ 185.00	\$ 160.00
Developer	\$ 155.00	\$ 130.00
Technical Architect	\$ 155.00	\$ 130.00
Functional Architect	\$ 155.00	\$ 130.00
Business Analyst	\$ 185.00	\$ 160.00

# EXHIBIT “ C ”

City’s Representative:

Vanessa Llanes, Division Officer

(562) 570-5090

# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Consultant’s Key Employee:

Sandy Baker