

# KUBRA

## 34857

### AMENDMENT No. 1 TO CONTRACT 34857

This Amendment No. 1 to the Contract 34857 is made effective as of October 1, 2018, 2018 and is between KUBRA America West, Inc. (the "Company") and City of Long Beach ("City").

**WHEREAS** Company and City entered into Contract 34857 for electronic payment services dated November 20, 2017 (the "Agreement");

**AND WHEREAS** the parties wish to amend the Agreement to provide for revised pricing for the Services;

**NOW THEREFORE** the parties hereto, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows;

- 1. Defined Terms.** Capitalized terms used in this Amendment No. 1 and not otherwise defined herein shall have the respective meanings attributed to them in the Agreement.
- 2. Amendments to the Agreement.** The Agreement is hereby amended by replacing the pricing contained in Statement of Work No. 1 Section 2 of the Pricing Section: Transactional Costs for Implemented Solutions with the pricing in Appendix A attached hereto.
- 3. Effect on Agreement.** Except as specifically amended by this Amendment No. 1, the Agreement shall remain in full force and effect.
- 4. Counterparts.** This Amendment No. 1 may be executed in any number of counterparts (including by way of facsimile or email) and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1.

KUBRA Data Transfer, Ltd.

By: 

Printed Name: Rick Watkin

Title: President & CEO

Date: October 1, 2018

City of Long Beach

By: 

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/3/18

**Tom Modica**

**Assistant City Manager**

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

APPROVED AS TO FORM

11-15, 2018

CHARLES PARKIN, City Attorney

By: 

**AMY R. WEBBER  
DEPUTY CITY ATTORNEY**

**Appendix A Pricing  
Statement of Work # 1  
Pricing**

**Section 2: Transactional Costs for Implemented Solutions**

These are the fees that KUBRA will charge for processing the payment, which does not include the merchant processing fees as included in Exhibit B of the Statement of Work. All convenience fees that are customer paid do NOT have the additional merchant processing fees added on as they are included in the Kubra flat rate listed below). Note that the fee does NOT change based on transaction amount for a given bill type/source.

Bill Type / Source	Paid By	In-Person (POS)	Web	IVR	Virtual Terminal	Recurring	Retail (RCP)
Mayor's Homeless Fund	City (Billor Absorbed for all)		\$0.12*				
Utility Bill	City (Billor Absorbed + Billor funded Convenience Fee)	\$0.12*	\$0.12*	\$0.27*			\$1.49**
Billing & Collections	Both (Billor Absorbed for iNovah only)	\$0.12*	\$1.95	\$1.95	\$1.95		
Tyler	Both (Billor Absorbed for iNovah only)	\$0.12*	\$1.95	\$1.95			
INFOR (Business License plus 22)	Both (Billor Absorbed for iNovah only)	\$0.12*	\$1.95	\$1.95	\$1.95		
RescueNet (Ambulance)	Both (Billor Absorbed for iNovah only)	\$0.12*	\$1.95	\$1.95			
Animal Care Licenses (Chameleon)	Customer		\$1.59				
Online Garage Sales	Customer		\$1.59				
Marina Boat Slips	City (Billor Absorbed for all)	\$0.12*	\$0.12*	\$0.27*		\$0.12*	
Harbor Rental Fees	Customer		\$1.95				
Parking Citations	City (Billor Absorbed for all)	\$0.12*					
Police Department <sup>1</sup>	City (Billor Absorbed for all)	\$0.12*					

\*Listed fee is KUBRA Payment Processing/Gateway fee per transaction only. Additional merchant fees apply as detailed in Exhibit B Schedule 1, 2 and 3.

\*\*Convenience fee model whereby City of Long Beach pays the convenience fee on behalf of the customer

<sup>1</sup> City of Long Beach to confirm if Police Department will be implemented on KUBRA's platform

# **Exhibit “B”**

## **Scope of Work**



# STATEMENT OF WORK

DocWeb CASE: XXXXXX



## City of Long Beach

Presented by: Gabrielle Di Iorio  
Version: 1

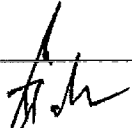
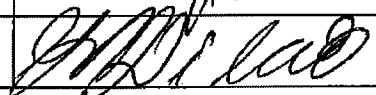
<b>KUBRA - Project Management Methodology (PMM)</b>		Aligned with our PMM Lifecycle Phase(s): Planning
<b>Document:</b> Statement of Work (SOW)	<b>Document Version:</b> v3.5.1c	<a href="http://www.KUBRA.com">www.KUBRA.com</a>
Questions concerning the content, use, or validation of this document may be directed to your KUBRA CRM, your KUBRA Project Lead, or KUBRA Client Support at <a href="mailto:clientsupport@KUBRA.com">clientsupport@KUBRA.com</a>		


This Statement of Work ("SOW") between **City of Long Beach** and Kubra Data Transfer Ltd. (KUBRA), as it relates to this specific project, is entered into pursuant to the Agreement between KUBRA and **City of Long Beach** (the "Agreement"), and consists of this SOW, and its applicable attachments and transaction documents referenced herein, and is effective as of the last signature date below.

**City of Long Beach** also agrees to the hourly bill rate and any contingencies outlined in the "Pricing and Effort" section of this SOW. As well, **City of Long Beach** agrees to pay KUBRA reasonable out-of-pocket expenses, including travel expenses. All additional expenses require written documentation from KUBRA and must receive prior written approval from **City of Long Beach**. **City of Long Beach** agrees to pay KUBRA's fees and expenses within thirty (30) days of **City of Long Beach** receipt of KUBRA's invoice.

Furthermore, all parties acknowledge and understand that the services being delivered hereunder will not commence until full execution of this SOW. The parties agree that execution and delivery of this SOW via facsimile or scanned PDF is legal, valid, and binding execution and delivery for all purposes.

The individuals executing this SOW on behalf of **City of Long Beach** and KUBRA do each hereby represent and warrant that they are duly authorized by all necessary action to execute this SOW on behalf of their respective principals.

Stakeholder	Action	Name (Print)	Signature	Date
KUBRA COE	Approval	Tarun Ratra		09/10/2018
KUBRA Sales	Approval	Gabrielle Di Iorio		9/10/2018

City of Long Beach	Authorization and Approval			12/3/18
City of Long Beach	Authorization and Approval		<b>Tom Modica</b> Assistant City Manager	

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

**IMPORTANT DATES**

Project Start Date	Project LIVE Date	SOW Expiration** Date
TBD	TBD	Sunday, September 30, 2018

\*The Project Start Date will be synonymous with one-of-two commencement milestones within the project schedule dependent upon the state of the estimate included in the SOW, being identified as either "Initial" or "Final". When the SOW is presented with an Initial Estimate, the Project Start Date will be synonymous with the **Requirements Kickoff Meeting**, unless otherwise stated. When the SOW is presented with a Final Estimate, the Project Start Date will be synonymous with the **Buld Commencement Milestone**, unless otherwise stated.

\*\*All "Final" SOW's will be presented with an Expiration Date. The SOW must be approved and returned to KUBRA by the end-of-business on the stated expiration date to ensure that the project schedule and associated milestones are honored. Once the SOW has expired, project scheduling and staffing will need to be revisited which may impact scheduled milestones, project staffing, project costs, and ultimately the project LIVE.

**PRICING**

Time and Material	Hours	Rate	Not to Exceed
Professional Services	100	\$165	\$16,500.00
<b>Total:</b>	<b>100</b>		<b>\$16,500.00</b>

**TERMS & CONDITIONS**

- Hours billed not to exceed the estimate, plus contingency, without prior written approval
- Billing for this SOW will occur in the month following the LIVE of this project
- The hourly rate used to calculate the costs are based upon your current contractual rate
- Project LIVE date must be achieved unless a new date is mutually agreed to due to an approved change request

**ESTIMATE**

- Initial  **Initial Estimates** are based on a top-down analogous estimating method which considers all information on-hand, expert judgment, and project historical performance. Initial Estimates are expected to be within +/- 15% of the final estimate for standard (non-customized) projects.
- Final  **Final Estimates** are the result of a completed requirements study (documented in our Business Requirements Document – BRd), systems design, project schedule, and assigned project team.

Phase	Initial	Final	Comment(s)
Planning	6	[hours]	[comment]
Analysis & Design	12	[hours]	[comment]
Build	40	[hours]	[comment]
Test	30	[hours]	[comment]
Implement	8	[hours]	[comment]
Post-Implementation	4	[hours]	[comment]
<b>Total</b>	<b>[100]</b>	<b>[hours]</b>	

**Statement of Scope**

**Marina Payments**

KUBRA to build one time (EZ-PAY SI) and enrolled recurring (EFT) payment applications for Marina Payments. EZ-PAY SI application to collect payments from three channels including Web, IVR and POS.

The payments are to be collected under a biller absorbed model, whereby City of Long Beach pays processing and merchant fees, as well as KUBRA payment fee. All card types will be accepted, including American Express, however AMEX will not be advertised by the City as an accepted brand.

The scope for recurring (EFT) payments includes a one-time migration of existing recurring payment profiles to KUBRA. Once in KUBRA's database, CSRs will need to manually manage (add/edit/delete) as needed moving forward.

**Solutions** (check all that apply)

BPO - Legacy	<input type="checkbox"/>	ID Cards	<input type="checkbox"/>	I-Mobile	<input type="checkbox"/>	Remittance Processing	<input type="checkbox"/>
Credit & Collections	<input type="checkbox"/>	i-doxs Platform	<input type="checkbox"/>	i-Pay	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>
Directories	<input type="checkbox"/>	i-doxs Suite	<input type="checkbox"/>	i-Pay EFT	<input checked="" type="checkbox"/>	ENTER Other	<input type="checkbox"/>
Document Imaging	<input type="checkbox"/>	i-doxs Suite Insurance Edition	<input type="checkbox"/>	i-Xchange	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>
Document Template Mgr.	<input type="checkbox"/>	i-doxs Suite Utility Edition B2B	<input type="checkbox"/>	KUBRABCS	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>
EZ-PAY	<input checked="" type="checkbox"/>	i-doxs Suite Utility Edition B2C	<input type="checkbox"/>	Merchant Acquiring	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>
I-Connect	<input type="checkbox"/>	I-Lockbox	<input type="checkbox"/>	Payment Gateway	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>
i-Direct SEDP	<input type="checkbox"/>	i-Message	<input type="checkbox"/>	Provider Search Websites	<input type="checkbox"/>	ENTER Other	<input type="checkbox"/>

**SOW Supporting Documentation**

The following documents are considered supporting documents to the agreement outlined in the SOW. The acceptance of this SOW implies a full understanding and acceptance of all documents listed below.

Document Type	Document Name	Document Date	Document Version	Document Source
Choose an item.	Click here to enter text.	Click here to enter a date.	[version]	Choose an item.
Choose an item.	[enter document title]	Click here to enter a date.	[version]	Choose an item.

## **Project Change Control Procedures**

In the event that changes are required that would alter the scope outlined and agreed upon within this SOW and its supporting documentation, a Scope Change Request will be initiated.

A high level outline of the process is as follows:

1. A Scope Change Document ("SCd") will be provided by KUBRA, and will be completed by the requesting party with the support and assistance of our KUBRA Project Lead. The SCd will describe the change, provide the rationale for the change, and the effects (time, costs, staffing, etc...) the change will have on the project.
2. Approval of the Change Request, as documented within the SCd, must have an appropriate level of approval from both KUBRA and the other party.
3. The SCd is an executable document.

Understanding that new requirements are sometimes identified during the lifecycle of the project, our ability to identify those as early as possible is paramount to the timely delivery of the project as described.