

1 like, if needed by Consultant, shall be available only during City's normal business
2 hours and provided that milestones for performance, if any, are met.

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

17 D. Consultant represents that Consultant has obtained all
18 necessary information on conditions and circumstances that may affect its
19 performance and has conducted site visits, if necessary.

20 E. CAUTION: Consultant shall not begin work until this
21 Agreement has been signed by both parties and until Consultant's evidence of
22 insurance has been delivered to and approved by City.

23 2. TERM. The term of this Agreement shall commence on January 1,
24 2012, and shall terminate on December 31, 2013, unless sooner terminated as provided
25 in this Agreement, or unless the services or the Project is completed sooner.

26 3. COORDINATION AND ORGANIZATION.

27 A. Consultant shall coordinate its performance with City's
28 representative, Jeanne Takano. Consultant shall advise and inform City's

1 representative of the work in progress on the Project in sufficient detail so as to
2 assist City's representative in making presentations and in holding meetings on
3 the Project.

4 B. The parties acknowledge that a substantial inducement to City
5 for entering this Agreement was and is the reputation and skill of Consultant's key
6 employee, Greg Galuzzi. City shall have the right to approve any
7 person proposed by Consultant to replace that key employee.

8 4. INDEPENDENT CONTRACTOR. In performing its services,
9 Consultant is and shall act as an independent contractor and not an employee,
10 representative or agent of City. Consultant shall have control of Consultant's work and
11 the manner in which it is performed. Consultant shall be free to contract for similar
12 services to be performed for others during this Agreement; provided, however, that
13 Consultant acts in accordance with Section 9 and Section 11 of this Agreement.
14 Consultant acknowledges and agrees that (a) City will not withhold taxes of any kind from
15 Consultant's compensation; (b) City will not secure workers' compensation or pay
16 unemployment insurance to, for or on Consultant's behalf; and (c) City will not provide
17 and Consultant is not entitled to any of the usual and customary rights, benefits or
18 privileges of City employees. Consultant expressly warrants that neither Consultant nor
19 any of Consultant's employees or agents shall represent themselves to be employees or
20 agents of City.

21 5. INSURANCE.

22 A. As a condition precedent to the effectiveness of this
23 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
24 duration of this Agreement, from insurance companies that are admitted to write
25 insurance in California and have ratings of or equivalent to A:V by A.M. Best
26 Company or from authorized non-admitted insurance companies subject to
27 Section 1763 of the California Insurance Code and that have ratings of or
28 equivalent to A:VIII by A.M. Best Company, the following insurance:

1 (a) Commercial general liability insurance (equivalent in scope to
2 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount of \$1,000,000
3 per each occurrence and \$2,000,000 general aggregate. This coverage
4 shall include but not be limited to broad form contractual liability, cross
5 liability, independent contractors' liability, and products and completed
6 operations liability. City, its boards and commissions, and their officials,
7 employees and agents shall be named as additional insureds by
8 endorsement (on City's endorsement form or on an endorsement
9 equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and
10 this insurance shall contain no special limitations on the scope of
11 protection given to City, its boards and commissions, and their officials,
12 employees and agents. This policy shall be endorsed to state that the
13 insurer waives its right of subrogation against City, its boards and
14 commissions, and their officials, employees and agents.

15 (b) Workers' Compensation insurance as required by the California
16 Labor Code and employer's liability insurance in an amount of \$1,000,000.
17 This policy shall be endorsed to state that the insurer waives its right of
18 subrogation against City, its boards and commissions, and their officials,
19 employees and agents.

20 (c) Professional liability or errors and omissions insurance in an
21 amount of \$1,000,000 per claim.

22 (d) Commercial automobile liability insurance (equivalent in scope
23 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
24 amount of \$500,000 combined single limit per accident.

25 B. Any self-insurance program, self-insured retention, or
26 deductible must be separately approved in writing by City's Risk Manager or
27 designee and shall protect City, its officials, employees and agents in the same
28 manner and to the same extent as they would have been protected had the policy

1 or policies not contained retention or deductible provisions.

2 C. Consultant agrees to provide thirty (30) days prior written
3 notice to the City for changes in insurance coverage, non-renewal or cancellation.

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

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

14 F. Prior to the start of performance, Consultant shall deliver to
15 City certificates of insurance and the endorsements for approval as to sufficiency
16 and form. In addition, Consultant shall, within thirty (30) days prior to expiration of
17 the insurance, furnish to City certificates of insurance and endorsements
18 evidencing renewal of the insurance. If City makes a claim under the Consultant's
19 professional negligence indemnity or errors and omissions policies, a City
20 representative may review the related professional negligence indemnity or errors
21 and omissions policies in Consultant's Los Angeles office or a mutually agreed
22 upon office in Southern California.

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

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

5 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
6 contemplates the personal services of Consultant and Consultant's employees, and the
7 parties acknowledge that a substantial inducement to City for entering this Agreement
8 was and is the professional reputation and competence of Consultant and Consultant's
9 employees. Consultant shall not assign its rights or delegate its duties under this
10 Agreement, or any interest in this Agreement, or any portion of it, without the prior
11 approval of City, except that Consultant may with the prior approval of the City Manager
12 of City, assign any moneys due or to become due Consultant under this Agreement. Any
13 attempted assignment or delegation shall be void, and any assignee or delegate shall
14 acquire no right or interest by reason of an attempted assignment or delegation.
15 Furthermore, Consultant shall not subcontract any portion of its performance without the
16 prior approval of the City Manager or designee, or substitute an approved subconsultant
17 or contractor without approval prior to the substitution. Nothing stated in this Section
18 shall prevent Consultant from employing as many employees as Consultant deems
19 necessary for performance of this Agreement.

20 7. CONFLICT OF INTEREST. Consultant, by executing this
21 Agreement, certifies that, at the time Consultant executes this Agreement and for its
22 duration, Consultant does not and will not perform services for any other client which
23 would create a conflict, whether monetary or otherwise, as between the interests of City
24 and the interests of that other client. And, Consultant shall obtain similar certifications
25 from Consultant's employees, subconsultants and contractors.

26 8. MATERIALS. Consultant shall furnish all labor and supervision,
27 supplies, materials, tools, machinery, equipment, appliances, transportation and services
28 necessary to or used in the performance of Consultant's obligations under this

1 Agreement.

2 9. OWNERSHIP OF DATA. With the exception of the "Pre-existing
3 Intellectual Property" described below, all materials, information and data prepared,
4 developed or assembled by Consultant or furnished to Consultant in connection with this
5 Agreement, including but not limited to documents, estimates, calculations, studies,
6 maps, graphs, charts, computer disks, computer source documentation, samples,
7 models, reports, summaries, drawings, designs, notes, plans, information, material and
8 memorandum ("Data") shall become the exclusive property of City when Consultant has
9 been compensated for Services rendered. Data shall be given to City, and City shall
10 have the unrestricted right to use and disclose the Data in any manner and for any
11 purpose without payment of further compensation to Consultant. Copies of Data may be
12 retained by Consultant but Consultant warrants that Data shall not be made available to
13 any person or entity for use without the prior approval of City. This warranty shall survive
14 termination of this Agreement for five (5) years. Nothing contained in this Agreement
15 shall be construed as limiting or depriving Consultant of its rights to use its basic
16 knowledge and skills to design or carry out other projects or work for itself or others,
17 whether or not such other projects or work are similar to the work to be performed
18 pursuant to this Agreement. Consultant shall have the right to retain and use copies of
19 drawings, documents, and other data furnished or to be furnished by Consultant and any
20 non-confidential information contained therein. At all times, Consultant shall retain all of
21 its rights in and to its designs, specifications, databases, models, computer software,
22 copyrights, trade and service marks, patents, trade secrets, and any other proprietary
23 property developed or otherwise obtained by or for Consultant independent of this
24 Agreement and any modification thereof ("Pre-existing Intellectual Property"). Consultant
25 hereby grants to City an irrevocable, nonexclusive, royalty-free license to utilize
26 Consultant's Pre-existing Intellectual Property provided to City as part of the Services.

27 10. TERMINATION. Either party shall have the right to terminate this
28 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days

1 prior notice to the other party. In the event of termination under this Section, City shall
2 pay Consultant for services satisfactorily performed and costs incurred up to the effective
3 date of termination for which Consultant has not been previously paid. The procedures
4 for payment in Section 1.A. with regard to invoices shall apply. On the effective date of
5 termination, Consultant shall deliver to City all Data developed or accumulated in the
6 performance of this Agreement, whether in draft or final form, or in process. And,
7 Consultant acknowledges and agrees that City's obligation to make final payment is
8 conditioned on Consultant's delivery of the Data to City.

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

18 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
19 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
20 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
21 without breach of this Agreement by Consultant; or (c) a third party who has a right to
22 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
23 disclosed pursuant to subpoena or court order.

24 13. ADDITIONAL COSTS AND REDESIGN. Consultant warrants to City
25 that the Services will be performed in a professional manner consistent with industry
26 standards. If, during the six-month period following the earlier of termination or
27 completion of the Services under the Scope of Work, it is shown there is an error in the
28 Services caused solely by Consultant's failure to meet such standards, and City has

1 promptly notified Consultant in writing of any such error within that period, Consultant
2 shall perform, at Consultant's cost, such corrective consulting services within the original
3 Scope of Work as may be necessary to remedy such error. Except as provided in this
4 article, consultant makes no other warranties or guarantees, express or implied, relating
5 to consultant's services and consultant disclaims any implied warranties or warranties
6 imposed by law including warranties of merchantability and fitness for a particular
7 purpose. This Section governs, modifies, and supersedes any other terms in this
8 Agreement which may be construed to address warranties, guarantees or the quality of
9 the Services. The warranty contained in this Article is Consultant's sole warranty and
10 guarantee obligation, and City's exclusive remedy in respect to the quality of the
11 Services.

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

15 15. LAW. This Agreement shall be governed by and construed pursuant
16 to the laws of the State of California (except those provisions of California law pertaining
17 to conflicts of laws). Consultant shall comply with all laws, ordinances, rules and
18 regulations of and obtain all permits, licenses and certificates required by all federal, state
19 and local governmental authorities.

20 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
21 constitutes the entire understanding between the parties and supersedes all other
22 agreements, oral or written, with respect to the subject matter in this Agreement. This
23 Agreement may only be modified by written amendment, executed by both parties.

24 17. INDEMNITY. Consultant shall, with respect to services performed in
25 connection with this Agreement, indemnify and hold harmless City, its Boards,
26 Commissions, and their officials, employees and agents (collectively in this Section,
27 "City") from and against any and all liability, claims, allegations, demands, damage, loss,
28 causes of action, proceedings, penalties, costs and expenses (including reasonable

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1 attorney's fees, court costs, and expert and witness fees) relating to personal injury and
2 property damage (collectively "Claims" or individually "Claim") arising, directly or
3 indirectly, in whole or in part, out of any negligent act or omission of Consultant, its
4 officers, employees, agents, sub-consultants or anyone under Consultant's control
5 (collectively "Indemnitor"), breach of this Agreement by Indemnitor, misrepresentation or
6 willful misconduct by Indemnitor, and Claims by any employee of Indemnitor relating in
7 any way to workers' compensation. Independent of the duty to indemnify and as a free-
8 standing duty on the part of Consultant, Consultant shall defend City and shall continue
9 this defense until the Claim is resolved, whether by settlement, judgment or otherwise.
10 No finding or judgment of negligence, fault, breach or the like on the part of Indemnitor
11 shall be required for the duty to defend to arise. Consultant shall notify City of any Claim
12 within ten (10) days. Likewise, City shall notify Consultant of any Claim, shall tender the
13 defense of the Claim to Consultant, and shall assist Consultant at Consultant's sole
14 expense, as may be reasonably requested, in the defense.

15 18. AMBIGUITY. In the event of any conflict or ambiguity between this
16 Agreement and any Exhibits, the provisions of this Agreement shall govern.

17 19. NONDISCRIMINATION.

18 A. In connection with performance of this Agreement and subject
19 to applicable rules and regulations, Consultant shall not discriminate against any
20 employee or applicant for employment because of race, religion, national origin,
21 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
22 disability. Consultant shall ensure that qualified applicants are employed, and that
23 employees are treated fairly during their employment.

24 B. It is the policy of City to encourage the participation of
25 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
26 procurement process, and Consultant agrees to use its best efforts to carry out
27 this policy in its use of subconsultants and contractors to the fullest extent
28 consistent with the efficient performance of this Agreement. Consultant may rely

1 on written representations by subconsultants and contractors regarding their
2 status. Consultant shall report to City in May and in December or, in the case of
3 short-term agreements, prior to invoicing for final payment, the names of all
4 subconsultants and contractors hired by Consultant for this Project and information
5 on whether or not they are a Disadvantaged, Minority or Women-Owned Business
6 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
7 637).

8 20. NOTICES. Any notice or approval required by the Agreement shall
9 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
10 postage prepaid, addressed to Consultant at the address first stated above, and to City at
11 333 West Ocean Boulevard, Long Beach, California, 90802, Attn: City Manager. Notice
12 of change of address shall be given in the same manner as stated for other notices.
13 Notice shall be deemed given on the date deposited in the mail or on the date personal
14 delivery is made, whichever occurs first.

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

23 22. WAIVER. The acceptance of any services or the payment of any
24 money by City shall not operate as a waiver of any provision of this Agreement or of any
25 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
26 Agreement shall not constitute a waiver of any other or subsequent breach of this
27 Agreement.

28 23. CONTINUATION. Termination or expiration of this Agreement shall

1 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
2 17, 19, 20 and 26 prior to termination or expiration of this Agreement.

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

11 25. ADVERTISING. Consultant shall not use the name of City, its
12 officials or employees in any advertising or solicitation for business or as a reference,
13 without the prior approval of the City Manager or designee.

14 26. AUDIT. City shall have the right at all reasonable times during the
15 term of this Agreement and for a period of five (5) years after termination or expiration of
16 this Agreement to examine, audit, inspect, review, extract information from and copy all
17 books, records, accounts and other documents of Consultant relating to this Agreement.
18 Consultant shall not be required to provide access to project costs, except for those
19 expressed as fixed fees, events, milestones and charged hours.

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

23 28. LIMITATION OF LIABILITY. Neither party shall be liable to the other
24 party for loss of profits or revenue; loss of use; loss of opportunity; loss of goodwill; cost
25 of capital; cost of replacement power; governmental and regulatory sanctions; and claims
26 of customers for such damages; or for any special, consequential, incidental, indirect or
27 exemplary damages whether a claim for any such loss arises out of breach of contract,
28 warranty, tort (including negligence), strict liability, indemnity, or another theory. Except

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 for an obligation to make payments, neither party shall be in default to the extent any
2 nonperformance is caused by a circumstance beyond such party's reasonable control.
3 The warranties, obligations, liabilities and remedies of the parties, as provided herein, are
4 exclusive and in lieu of any others available at law or in equity. Consultant's total
5 aggregate liability under this Agreement shall not exceed the compensation received by
6 Consultant under this Agreement for Services. To the fullest extent allowed by law,
7 releases from, and limitations of liability shall apply notwithstanding the breach of
8 contract, tort including negligence, strict liability or other theory of legal liability of the
9 party released or whose liability is limited.

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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.

FIVE POINT PARTNERS, LLC,

February 8, 2012

By [Signature]

TIM SESSOMS
Type or Print Name

February 8, 2012

By [Signature]

Robert Batson
Type or Print Name

"Consultant"

CITY OF LONG BEACH, a municipal corporation

2.21, 2012

By [Signature] Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Agreement is approved as to form on February 9, 2012.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

Exhibit "A"



FIVE POINT
P A R T N E R S

STATEMENT OF WORK

FOR

City of Long Beach

CIS Quality Assurance Project Review

Five Point Project Number: LON-DS-CIS-01

January 9, 2012



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Summary of Business Need

The purpose of this Statement of Work (SOW) is to detail the consulting services to be provided for CIS Quality Assurance Project Review contracted through Five Point Partners, LLC ("Five Point") pursuant to the Agreement and its Amendments with the City of Long Beach ("CLB"), dated January 9, 2012.

CLB wants to replace its current Customer Information System (CIS). Five Point partners will provide CIS Quality Assurance (QA) Project Review services periodically during the implementation to evaluate the implementation effort.

Scope of Work/Services

Five Point will conduct QA Reviews measure the effectiveness of CLB's governance process. The QA Reviews and subsequent Reports include the elements illustrated in the diagram below:



The Five Point QA Reviews will evaluate the CIS Project implementation to ensure that the project supports the objectives and expected outcomes of the overall implementation as defined by the business case.

We will interview key individuals, including vendor, client and third-party personnel and review documents to support the review of the following project areas:

1.0 Project Viewpoint

The QA Manager will review the various activities that influence the project viewpoint such as: communication programs, project perceptions, project position in comparison to schedule and budget, change requests and project issues.

2.0 Project Resources

The QA Manager will evaluate the resource plans and organizational structure of the project to determine if they are sufficient to meet the needs of the project. In addition, the QA Manager will determine if there are any deficiencies in project resources or delays in obtaining resources that will impact the project.

3.0 Project Schedule

The QA Manager will begin by reviewing the Project Schedule to ensure that it is a comprehensive plan and that it can be met according to the timeline outlined. In addition, the QA Manager will assist in the monitoring of project activities and their progress in relation to the project baseline. For each primary activity this will include; the tracking planned completion date and the projected end date; the status of project milestones with the identification of pending, past due, and critical path milestones; and, the status of financial milestones.

4.0 Project Activities

The various activities such as testing, conversion, bill print, training, business process change, go live readiness and other project activities will be assessed to determine how efficiently they are being conducted. Project documentation will be reviewed at a high level for each project activity.

5.0 Project Management

The QA Manager will evaluate the effectiveness of the management of the project. Work programs will be reviewed against resources as well as reporting that shows the project's progress in terms of schedule, budget and scope.

6.0 Project Cost

The QA Manager will assist in monitoring project budget, actual expenditures in the current period, actual expenditures for the project, estimates to complete for the project, and actual cost projections in comparison to project budgets. The QA Manager will review dollars associated with any project change requests to determine fairness and assist in negotiations, if requested.

7.0 Project Scope

Managing project scope is typically the most challenging element of CIS implementation. Potential changes can arise daily, and a rigorous process to manage these is critical. As detailed design activities progress, additional components may be included or excluded from project scope. These components may encompass: product modifications, interfaces, conversion items, training classes, project management, business redesign, bill print development, reporting, all facets of system testing, staging, production cutover and post implementation support.

8.0 Project Risk

The QA Manager will review the project risk matrix and plans to mitigate risk and determine if risk is being adequately managed in the project.

In addition to the specific areas outlined above, the QA Manager will monitor the performance of the vendor and other third parties in relation to contracted terms and conditions and the agreed upon statement of work. Any discrepancies will be identified and reported for subsequent resolution. The QA Manager will function as an intermediary to assist in the resolution of conflicts and realistic expectations regarding the delivery and timing of project components. At the end of the QA Review, the QA Manager will conduct an analysis of the project, which will be presented in the QA Report.

Location of Work

The location of the work will be onsite at CLB and remote. Five Point will be located where space permits when onsite at CLB and will require a conference room for required meetings.

Period of Performance

CLB's Oracle CC&B implementation is estimated at 18 months with a Quality Assurance review every four to six weeks for a total of twelve QA reviews.

Deliverables

Five Point will provide a written Quality Assurance report approximately every four to six weeks according to a mutually agreed upon schedule. The report format will be mutually agreed upon in advance.

Assumptions

This section identifies the assumptions upon which the plan and timeline have been established

1. CLB personnel work with Five Point QA Manager to refine the approach for the first QA Report.
2. CLB personnel are available as required to provide input and review of the Quality Assurance Report to ensure that the report is delivered according to the timeline.
3. Access to CLB systems and software will be granted as necessary to perform the work.
4. CLB will provide Internet access, phone access to contact CLB employees as required for meetings and questions, meeting space for required meetings and office space.
5. CLB feedback to questions and issues will be provided in a timely manner so that deadlines will not be affected.
6. All change requests to this SOW will be submitted to Five Point and CLB Project Manager for approval prior to being executed.
7. New deliverables may be added to this SOW through mutual agreement of Five Point and CLB.

Risks to Project

Throughout the execution of this SOW, Five Point will identify risks and issues to timely completion of the QA Reviews and Reports to the CLB Project Sponsor. Requests for decision and assistance will be escalated through management until resolution is obtained. Should any of the risks to the project materialize or any assumptions become invalid, a change request will be submitted for CLB's review and consideration.

Project Team

This section identifies the roles and responsibilities for the project. Where applicable, the name of the person serving in that role is noted.

A. Five Point Team

The roles and responsibilities of the Five Point team are outlined in the following table:

Role	Responsibility
Quality Assurance Manager <u>Greg Galluzzi</u>	Conduct the QA Reviews through interviews of employees, vendors, systems integrators and other CIS implementation personnel. Develop and present the QA Reports. Work with CLB personnel to refine the approach for the first QA Review and Report.

B. CLB Team

The roles and responsibilities of the CLB team are outlined in the following table:

Role	Responsibility
Project Sponsor <u>TBD</u>	Represent the project to the entire enterprise, acting as champion and ensuring successful communication throughout the organization to garner effective project support. Specific tasks include ensuring that project staff is available as needed.
Project Manager <u>TBD</u>	Responsible for leading CLB involvement in all activities and deliverables referenced in this SOW. Responsible for ensuring that project staff are scheduled as needed for required meetings and interviews. Responsible for reviewing and accepting deliverables. Responsible for assisting in refining the approach for the first QA Review and Report.
Project Staff <u>TBD</u>	Responsible for participating in required meetings and interviews to provide subject matter expertise for QA Reviews.

Acceptance

The CLB Project Manager will be the point of contact regarding the review and acceptance of the deliverables as defined in the deliverables list. If the individual assigned determines that additional people need to review and (or) approve a deliverable, it will be the responsibility of that individual to solicit the review/approval. Five Point will be responsible for the submittal of deliverables. The acceptance procedure for all deliverables outlined for this project will be as follows:

- Five Point will work with other department personnel or vendor personnel, if applicable, to create and review draft deliverables.



- When deemed complete, Five Point will produce final deliverables for CLB's review and approval with a Deliverable Acceptance form.
- The Deliverable Acceptance form should be signed indicating approval or disapproval by CLB within five (5) business days.
- If a deliverable is neither approved nor rejected within five (5) business days, Five Point will assume approval and move forward with subsequent deliverables.
- If a deliverable is disapproved, a description of why it was rejected should be included on the form. If required, a meeting can be held to discuss the deliverable in detail.

The CLB Project Manager will be notified by Five Point if delays are to be incurred due to Deliverable Acceptance documents not being signed and returned in a timely manner. The CLB Project Manager will indicate any potential impact to the project timeline for delayed acceptance.

Project Costs

This project is a fixed fee, milestone billed project. The fixed fees, which include travel expenses will be billed upon completion of each QA Report. Each QA Review/Report will be billed at a discounted price of \$11,642.

The total for this SOW is \$139,704, which includes twelve QA Reviews/Reports for \$11,642 each.

In the event that the timeline of the CIS implementation exceeds that which is estimated in this SOW, additional QA Reviews and Reports may be added at \$12,700 each.

Each review will be for a full week (40 hours), and other requested non-review work, agreed to by both Five Point and CLB, will be billed on an hourly basis at a pro-rated rate.

Five Point's payment terms are 30 days.




Five Point Partners, LLC
2526 Mt Vernon Rd, Suite B348
Atlanta, GA 30338
(404) 260-1599

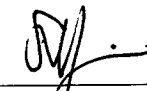
Approval Signatures

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Statement of Work.

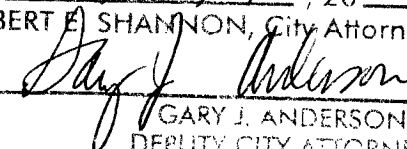
Five Point Partners, LLC

The City of Long Beach

Signature 
Name: Jim Sessoms
(Please Print)
Title: Chief Financial Officer
Date: _____

Signature  Assistant City Manager
Name: Patrick H. West
(Please Print) EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Title: City Manager
Date: 2.21.12

APPROVED AS TO FORM

February 9, 2012
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY