

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

AGREEMENT

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THIS AGREEMENT is made and entered, in duplicate, as of December 11, 2019 for reference purposes only, pursuant to Resolution No. RES-19-0195, adopted by the City Council of the City of Long Beach at its meeting on December 10, 2019, by and between AVAIL GROUP, INC., a California corporation ("Consultant"), with a place of business at 7903 Carmel Valley Road, Carmel, California 93923, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, the City requires specialized services requiring unique skills to be performed in connection with project management support for the implementation of LB Coast, the City's new Enterprise Resource Planning system ("Project"); and

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

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

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

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, in an annual amount not to exceed Four Hundred Sixty Thousand Dollars (\$460,000), at the rates or charges shown in Exhibit "B".

B. The City's obligation to pay the sum stated above for any one

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

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

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

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

1 F. CAUTION: Consultant shall not begin work until this
2 Agreement has been signed by both parties and until Consultant's evidence of
3 insurance has been delivered to and approved by the City.

4 2. TERM. The term of this Agreement shall commence at midnight on
5 December 10, 2019 and shall terminate at 11:59 p.m. on December 9, 2020, unless sooner
6 terminated as provided in this Agreement, or unless the services or the Project is
7 completed sooner. The term may be extended for two (2) additional one-year periods, at
8 the discretion of the City Manager.

9 3. COORDINATION AND ORGANIZATION.

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

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

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

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

7 5. INSURANCE.

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

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

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their officials, employees and agents.

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

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

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

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

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

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

1 uninterrupted, continuing coverage for a period of not less than three (3) years,
2 commencing on the date this Agreement expires or is terminated.

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

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

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

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

25 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
26 contemplates the personal services of Consultant and Consultant's employees, and the
27 parties acknowledge that a substantial inducement to City for entering this Agreement was
28 and is the professional reputation and competence of Consultant and Consultant's

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

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

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

26 9. OWNERSHIP OF DATA. All materials, information and data
27 prepared, developed, or assembled by Consultant or furnished to Consultant in connection
28 with this Agreement, including but not limited to documents, estimates, calculations,

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

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

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

27 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
28 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates

1 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
2 without breach of this Agreement by Consultant; or (c) a third party who has a right to
3 disclose does so to Consultant without restrictions on further disclosure; or (d) must be
4 disclosed pursuant to subpoena or court order.

5 13. ADDITIONAL COSTS AND REDESIGN.

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

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

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

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

1 16. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
2 constitutes the entire understanding between the parties and supersedes all other
3 agreements, oral or written, with respect to the subject matter in this Agreement.

4 17. INDEMNITY.

5 A. Consultant shall indemnify, protect and hold harmless City, its
6 Boards, Commissions, and their officials, employees and agents (“Indemnified
7 Parties”), from and against any and all liability, claims, demands, damage, loss,
8 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
9 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
10 in connection with (1) Consultant’s breach or failure to comply with any of its
11 obligations contained in this Agreement, or (2) negligent or willful acts, errors,
12 omissions or misrepresentations committed by Consultant, its officers, employees,
13 agents, subcontractors, or anyone under Consultant’s control, in the performance
14 of work or services under this Agreement (collectively “Claims” or individually
15 “Claim”).

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

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

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percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. To the extent this Agreement is a professional service agreement for work or services performed by a design professional (architect, landscape architect, professional engineer or professional land surveyor), the provisions of this Section regarding Consultant's duty to defend and indemnify shall be limited as provided in California Civil Code Section 2782.8, and shall apply only to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

E. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

19. NONDISCRIMINATION.

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

B. It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in its use of subconsultants and contractors to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subconsultants and contractors regarding their status.

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

6 20. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
7 accordance with the provisions of the Ordinance, this Agreement is subject to the
8 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
9 Long Beach Municipal Code, as amended from time to time.

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

14 "During the performance of a contract with the City of Long Beach, the
15 Consultant will provide equal benefits to employees with spouses and its
16 employees with domestic partners. Additional information about the City of
17 Long Beach's Equal Benefits Ordinance may be obtained from the City of
18 Long Beach Business Services Division at 562-570-6200."

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

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

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

28 E. If the City determines that the Consultant has set up or used its

1 contracting entity for the purpose of evading the intent of the EBO, the City may
2 terminate the Agreement on behalf of the City. Violation of this provision may be
3 used as evidence against the Consultant in actions taken pursuant to the provisions
4 of Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

5 21. NOTICES. Any notice or approval required by this Agreement shall
6 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
7 postage prepaid, addressed to Consultant at the address first stated above, and to the City
8 at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager with a
9 copy to the City Engineer at the same address. Notice of change of address shall be given
10 in the same manner as stated for other notices. Notice shall be deemed given on the date
11 deposited in the mail or on the date personal delivery is made, whichever occurs first.

12 22. COPYRIGHTS AND PATENT RIGHTS.

13 A. Consultant shall place the following copyright protection on all
14 Data: © City of Long Beach, California ____, inserting the appropriate year.

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

19 C. Consultant warrants that the Data does not violate or infringe
20 any patent, copyright, trade secret or other proprietary right of any other party.
21 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
22 and employees harmless from any and all claims, demands, damages, loss, liability,
23 causes of action, costs or expenses (including reasonable attorneys' fees) whether
24 or not reduced to judgment, arising from any breach or alleged breach of this
25 warranty.

26 23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
27 that Consultant has not employed or retained any entity or person to solicit or obtain this
28 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,

1 commission, or other monies based on or from the award of this Agreement. If Consultant
2 breaches this warranty, City shall have the right to terminate this Agreement immediately
3 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
4 due under this Agreement or otherwise recover the full amount of the fee, commission, or
5 other monies.

6 24. WAIVER. The acceptance of any services or the payment of any
7 money by City shall not operate as a waiver of any provision of this Agreement or of any
8 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
9 Agreement shall not constitute a waiver of any other or subsequent breach of this
10 Agreement.

11 25. CONTINUATION. Termination or expiration of this Agreement shall
12 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
13 17, 19, 22, and 28 prior to termination or expiration of this Agreement.

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

22 27. ADVERTISING. Consultant shall not use the name of City, its officials
23 or employees in any advertising or solicitation for business or as a reference, without the
24 prior approval of the City Manager or designee.

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

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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

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.

AVAIL GROUP, INC., a California corporation

January 1, 2020

By [Signature]
Name STEVEN J. FULMER
Title PRINCIPAL

_____, 2020

By _____
Name _____
Title _____

"Consultant"

CITY OF LONG BEACH, a municipal corporation

January 10, 2020

By Rebecca D. Garner
City Manager

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

This Agreement is approved as to form on January 8, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

Scope of Work

NO. 1000000000
1000000000
1000000000

11/4/19

LB COAST Project Support Consultant - Scope of Work

This document describes the scope of work of the LB COAST project support consultant ("consultant"). The consultant will report to the TID Deputy Director and will support the TID Deputy Director and the LB COAST project sponsors. This consultant will facilitate the project's success through a diverse set of design and implementation assignments with the project manager, the project teams, the City Departments, and the key vendors.

General Scope

The contractor's main tasks are:

1. **Prioritize work (1st priority).** There are a number of potential or actual project management issues and assignments included in this scope and that may be determined in conversation/coordination with the Project Manager and from observation and discussion. The top priority is to prioritize these issues and address them based on prioritization.
2. **Provide appropriate information:** Ensure that Project Management, the Project Sponsor, TID Management, and the Project's Leadership and Steering committee have the information they need, in a timely basis, to assess status, and make decisions appropriate to their respective roles.
3. **Maintain an appropriate project organization and team:** Ensure that recommendations as to the appropriate organization and staffing are made to provide the necessary resources, skills, and knowledge for a successful project, and when approved, are implemented and that continuous assessment is done for any needed organizational changes.
4. **Maintain appropriate Project Management:** Ensure that Project Management, which is a component of the Project team, inclusive of the contractor, has the transparency, information and resources it needs, is making the necessary decisions, and taking appropriate and timely actions across the entire range of the Project.
5. **Keep Project on track:** Ensure that timeframes are appropriately established, and recommendations are made, and subsequent actions are taken, so that all aspects of the project are on track or are placed on track, that, as appropriate, any adjustments to the project are made, and that the budget is tracked and managed. The issues to be addressed may or may not be specifically listed in this scope of work.
6. **Implement additional project management support as necessary.** If, as expected, Project Management confirms that additional support for Project Management is needed from external sources, identify projects that can be compartmentalized and farmed out to temporary contractors and integrate the work into the overall project.

11/4/19

7. Complete outstanding work. Prioritize and carry-out the “specific items” assignments with the Project Manager and Project team as shown in Attachment 1.
8. Develop plan and timeframe to allow implementation of LB COAST processes. Work with the PM and the Team to ensure we have a plan and an appropriate timeframe to allow implementation of the necessary LB COAST processes and procedures.
9. Develop a implementation and immediate post-implementation staffing plan. Work with the PM to include in the project the development of an implementation and immediate post-implementation staffing plan (these may or may not be identical). This plan may be developed by an extended group that may include the Project Sponsors as well as the LB COAST Team, but it needs to be included in the project. Included in this is how much of the Project Team is kept intact and for how long.
10. Develop a long-term post-implementation plan. Work with the PM to development a long-term post-implementation plan. This plan may be developed by an extended team that may include the Project Sponsors as well as the LB COAST team.
11. Prepare a budget update. Work with the TID Deputy Director to manage and optimize the project budget.
12. Operationalize LB Coast Phase 1: Work with the Phase 1 operational management and leadership to help make the organization self-sufficient on Tyler Munis. Work with the Tyler Munis vendor to help define and implement the service pack support strategy and model to increase system stability.
13. Coordinate Phase 1 and Phase 2 overlap: Work with the Phase 1 organization and Phase 2 project manager to coordinate overlap and integration points (technical, functional, staffing and strategic) between the live operational production system and the Phase 2 project system. Help define and optimize the use of the seven different application environments (usage, code updates, data refreshes and coordination).
14. Project Quality Assurance: Work with the project QA vendor (Berry Dunn) to optimize and tailor their approach to the specific needs of the LB Coast project.
15. ERP Methodology Optimization: Work with the project manager and vendor to tailor and optimize the implementation methodology and deliverables to the specific needs of the LB Coast project.
16. Phase 2 UAT strategy: Work with the project manager to develop the detailed Pre-UAT and UAT Phase 2 testing strategy and scenario-based approach prior to cut-over.

Attachment 1
Some Specific Items for Project Management To Address
 (Not in any order)

Item
<p>1. Project Plan Review and Improvement</p> <ul style="list-style-type: none"> • Assess, recommend and make any necessary changes to the Project Plan to ensure it usefulness for the project, including managerial approach and "related projects." • Ongoing monitoring and reporting on project status, including conformance to Project Plan. • Ensure plan incorporates City side aspects and such items as change management, hardware, design, testing, conversion, interfaces, reporting, collections, and "related" projects, whether or not they are currently contained in the Project Plan.
<p>2. Ongoing Reporting on Project Status</p> <ul style="list-style-type: none"> • Provide ongoing, timely assessments (reporting) of the project status including accomplishments, challenges solutions, tasks/assignments and follow-up status, etc. • Includes all aspects of the Project, including software modules, conversion, interfaces, testing, training, reporting (system outputs), and "related" projects. • The reporting is intended to be primarily used for the Project Sponsor, for TI Management, and for the Steering Committee (may not be identical reports). The reporting process may include both formal and informal reporting, and may be both verbal and written. • Reporting process should include a special/immediate special reporting process for any important/time sensitive items.
<p>3. Project Organization and Staffing</p> <ul style="list-style-type: none"> • Review Project staffing levels, skill sets, and organization structure to ensure they are best meeting Project needs. Provide any recommendations for change, implement any changes after approval, and ensure any necessary support is provided. • This includes a review of both Tyler staff on the project and City staff on the Project, including their assignments and responsibilities. • The review includes the role of department liaisons and departmental SMEs, including their availability to fill assigned roles and whether the liaisons positions are appropriately staffed. • The analysis should consider the limited resources available, the difficulty filling staff positions and the limited staff expertise and knowledge available. • The analysis should take into account that staff cannot work unsustainable hours.
<p>4. Sub-team (Module) Work</p> <ul style="list-style-type: none"> • Review the manner by which Project sub-teams (modules and "related" project and sub-groups such as conversion, et al) do work including their structure and work approach to gauge their effectiveness, progress, morale, work environment, and the manner in which meeting are conducted. This includes determining whether appropriate preparation and meeting facilitation is taking place to ensure meetings go smoothly and decisions are effectively and appropriately considered and made.
<p>5. Steering Committee and Leadership Committee</p> <ul style="list-style-type: none"> • Review and refine the role of the Steering Committee and the Leadership Committee and the approach to providing information, getting decisions, and reporting actions.

<p>6. Procedure, Process, and Policy Changes</p> <ul style="list-style-type: none"> • Develop and implement a reporting mechanism that identifies major procedure, process, and policy changes for review by City Management and allows the reporting to be used for training and documentation.
<p>7. Business Process Improvement</p> <ul style="list-style-type: none"> • Review and manage the “Business Process Improvement” track of the Project to ensure this aspect of project is appropriately designed, the staffing and management plan is appropriate, a well-designed change management plan and strategy exists and the best interim actions are being taken until full staffing occurs. • Each component should be explicitly reviewed and include change management, project training, testing, and procedure development, morale, and meeting management aspects • Put in place the appropriate staffing to implement.
<p>8. Issues Logging, Tracking, and Resolution</p> <ul style="list-style-type: none"> • Review the various “issues” logging, tracking, and resolution processes, and develop and implement any recommendations for improvements. The recommendations should be based on who the users are and/or should be.
<p>9. City and Tyler Interaction</p> <ul style="list-style-type: none"> • Review the way the City and Tyler work together. Make recommendations for improvements and implement those improvements in conjunction with the Project Sponsor and TI. • Adjust the Project Plan according to what Tyler does and does not do. • Identify and implement improvements in the manner Tyler and City staff work together for a more productive and enjoyable working environment. • Identify potential items in the contract where Tyler is in “non-compliance” to assist in negotiations intended to improve the situation and also receive usable financial credit for Tyler services not used. • Develop and implement strategies for negotiating with Tyler to best help the City achieve its goals. We do not want to pay for services not received or not received in an effective, usable manner. We also need to specifically resolved reporting.
<p>10. System Report Writing</p> <ul style="list-style-type: none"> • Develop and implement an updated strategy on report generation, particularly the use of Simpler Systems vs. Tyler report writers. The presumption is that Simpler Systems and Cardon Solutions should be the primary focus of the report writing and generation. Evaluate whether that is the appropriate approach, develop a complete strategy for the best implementation approach, and implement approved plan. The strategy should be incorporated into the project plan and worked out with Tyler.
<p>11. Hardware and Network Communications</p> <ul style="list-style-type: none"> • Review the status of hardware and network (data) communication needs to ensure they are clearly identified. Work with TI and others as necessary to ensure needs are addressed timely and/or other solutions put in place.
<p>12. Application Environment</p> <ul style="list-style-type: none"> • Review the MUNIS application environments (IMPL, HR, Ocean, Train, Test/QA, and Production). Confirm the environments are being appropriately used and sequenced and/or make recommendations and implement recommendations. Other staff or resources may be used.

<p>13. Budget for the Project</p> <ul style="list-style-type: none">• Improve the budget process to maintain an accurate, ongoing budget status/projection for the Project. The approach should allow easy “what-if” testing of different budget situations. The budget status should allow easy determination of the remaining contingency and allow new projected costs or savings to be easily added or deleted.
<p>14. Production Cut-over</p> <ul style="list-style-type: none">• Identify and prepare a plan and solve the issues for cut-over to new system for Phase II (including HR, Payroll, ET and Budgeting).
<p>15. Post-Go Live Phases</p> <ul style="list-style-type: none">• Develop initial concepts/outlines for expected future phases of the project and for the approach to ongoing LB COAST operations such as help desk, work flow, and technical support.• Identify initial staffing and cost requirements for future phases of implementation. Includes any Tyler support that may be needed.• Need for support if there are major system work-arounds or issues• Future “implementation” phases include: deferred implementation of functional items, post-live enhancements, and newly available functionality releases. The concept should include an approach to prioritize these efforts, and identify resource and cost requirements.• Includes funding requirements
<p>16. Future Operations Approach and Structure</p> <ul style="list-style-type: none">• Identify initial staffing and cost requirements for ongoing operations for ongoing operations. Costs should be net of eliminated old costs, but the eliminated costs must be identified (to avoid double counting of savings).• Develop an initial outline and recommendation on what the ongoing support for LB COAST should be including in resources, their organization locations, staffing level and cost (all costs, not just staffing).• Initial concept (strawman) is that support to users and security remains in Financial Management and Technical support is in Technology and Information.• Address potential loss of knowledge with the contract staff and retirements associated with people working on the project.• Includes funding requirements
<p>17. QA Findings and Recommendations</p> <ul style="list-style-type: none">• Address (implement) any of the findings and recommendations of QA reports that are not otherwise covered by the above tasks, unless they have been directed to not implement by Project Sponsor or Steering Committee.

EXHIBIT “B”

Rates or Charges

11/4/19

Billing Schedule

Billing rate is \$190 per hour

EXHIBIT “C”

City’s Representative:

Cason Lee, Manager

(562) 570-5553

EXHIBIT “D”

Materials/Information Furnished: None

EXHIBIT “E”

Consultant’s Key Employee:

Steve Fulmer