



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

14 D. **CAUTION:** Consultant shall not begin work until this Agreement has  
15 been signed by both parties and until Consultant's evidence of insurance has been  
16 delivered to and approved by the City.

17 2. TERM. The term of this Agreement shall commence at midnight on May  
18 3, 2007 and shall terminate at 11:59 p.m. on December 31, 2007 unless sooner  
19 terminated as provided in this Agreement, or unless the services or the Project is  
20 completed sooner.

21 3. COORDINATION AND ORGANIZATION. A. Consultant shall coordinate  
22 its performance with City's representative, if any, named in Exhibit "B", attached to this  
23 Agreement and incorporated by this reference. Consultant shall advise and inform City's  
24 representative of the work in progress on the Project in sufficient detail so as to assist  
25 City's representative in making presentations and in holding meetings on the Project. City  
26 shall furnish to Consultant information or materials, if any, described in Exhibit "A" and  
27 shall perform any other tasks described in the Exhibit.

28 B. The parties acknowledge that a substantial inducement to City for

1 entering this Agreement was and is the reputation and skill of Consultant's key  
2 employees, identified in Exhibit A and City shall have the right to approve any person  
3 proposed by Consultant to replace that key employee(s).

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

16           5. INSURANCE. As a condition precedent to the effectiveness of this  
17 Agreement, Consultant shall procure and maintain at Consultant's expense for the  
18 duration of this Agreement from insurance companies that are admitted to write  
19 insurance in California or from authorized non-admitted insurance companies that have  
20 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

21           (a) Commercial general liability insurance (equivalent in scope to ISO form  
22 CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than \$1,000,000 per each  
23 occurrence and \$2,000,000 general aggregate. This coverage shall include but not be  
24 limited to broad form contractual liability, cross liability, independent contractors liability,  
25 and products and completed operations liability. The City, its officials, employees and  
26 agents shall be named as additional insureds by endorsement (on City's endorsement  
27 form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both  
28 CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special

1 limitations on the scope of protection given to the City, its officials, employees and agents  
2 (subject to terms and conditions of the policy).

3 (b) Workers' Compensation insurance as required by the California Labor  
4 Code and employer's liability insurance in an amount not less than \$1,000,000.

5 (c) Professional liability or errors and omissions insurance in an amount not  
6 less than \$1,000,000 per claim/aggregate.

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

10 Any self-insurance program, self-insured retention, or deductible must be  
11 separately approved in writing by City's Risk Manager or designee and shall protect City,  
12 its officials, employees and agents in the same manner and to the same extent as they  
13 would have been protected had the policy or policies not contained retention or  
14 deductible provisions. A certificate of insurance shall be provided that states that  
15 coverage shall not be reduced in limits by endorsement, non-renewed, or canceled  
16 except after thirty (30) days prior written notice to City, and the Commercial General  
17 Liability shall be primary and not contributing to any other insurance or self-insurance  
18 maintained by City. The Automobile Liability insurance shall be primary. Consultant shall  
19 notify the City in writing within five (5) days after any insurance has been voided by the  
20 insurer or cancelled by the insured. If this coverage is written on a "claims made" basis, it  
21 must provide an option to purchase an extended reporting period of not less than one  
22 year, commencing on the date this Agreement expires or is terminated, unless  
23 Consultant agrees that Consultant will provide to the City evidence of uninterrupted,  
24 continuing coverage for a period of not less than three (3) years, commencing on the  
25 date this Agreement expires or is terminated as long as such coverage is commercially  
26 available and affordable.

27 Consultant shall require that all subconsultants and contractors which  
28 Consultant uses in the performance of services maintain insurance in compliance with

1 this Section unless otherwise agreed in writing by City's Risk Manager or designee.

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

10           Any modification or waiver of these insurance requirements shall only be  
11 made with the approval of City's Risk Manager or designee. Not more frequently than  
12 once a year, the City's Risk Manager or designee may require that Consultant,  
13 Consultant's subconsultants and contractors change the amount, scope or types of  
14 coverages if, in his or her sole opinion, the amount, scope, or types of coverages are not  
15 adequate.

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

19           **6. ASSIGNMENT AND SUBCONTRACTING.** This Agreement  
20 contemplates the personal services of Consultant and Consultant's employees, and the  
21 parties acknowledge that a substantial inducement to City for entering this Agreement  
22 was and is the professional reputation and competence of Consultant and Consultant's  
23 employees. Consultant shall not assign its rights or delegate its duties under this  
24 Agreement, or any interest in this Agreement, or any portion hereof, without the prior  
25 approval of City, except that Consultant may with the prior approval of the City Manager  
26 of City, assign any moneys due or to become due the Consultant under this Agreement.  
27 Any attempted assignment or delegation shall be void, and any assignee or delegate  
28 shall acquire no right or interest by reason of an attempted assignment or delegation.

1 Furthermore, Consultant shall not subcontract any portion of its performance without the  
2 prior approval of the City Manager or designee or substitute a subconsultant or contractor  
3 without the prior approval to the substitution. Nothing stated in this Section shall prevent  
4 Consultant from employing as many employees as Consultant deems necessary for  
5 performance of this Agreement.

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

12 8. MATERIALS. Consultant shall furnish all labor and supervision, supplies,  
13 material, tools, machinery, equipment, appliances, transportation, and services  
14 necessary to or used in the performance of Consultant's obligations hereunder, except as  
15 stated in Exhibit "A", if any.

16 9. OWNERSHIP OF DATA. Consultant has exclusive ownership of its  
17 preexisting work associated with this contract, and will create derivative work based on  
18 this preexisting work. Consultant retains ownership of this derivative work, but will grant  
19 a perpetual, royalty free, non-revocable license for the use of the derivative work.  
20 Confidentiality provisions will apply to Consultant's use of the derivative work associated  
21 with this contract, and shall survive termination of this Agreement for five (5) years.

22 10. TERMINATION. Either party shall have the right to terminate this  
23 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
24 prior notice to the other party. In the event of termination under this Section, City shall  
25 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
26 date of termination for which Consultant has not been previously paid. The procedures  
27 for payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
28 termination, Consultant shall deliver to City all Data developed or accumulated in the

1 performance of this Agreement, whether in draft or final form, or in process.

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

10           12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a  
11 breach of confidentiality with respect to Data that: (a) Consultant demonstrates  
12 Consultant knew prior to the time City disclosed it; or (b) Is or becomes publicly available  
13 without breach of this Agreement by Consultant; or (c) A third party who has a right to  
14 disclose does so to Consultant without restrictions on further disclosure; or (d) Must be  
15 disclosed pursuant to subpoena or court order.

16           13. ADDITIONAL COSTS AND REDESIGN.

17           A. Any costs incurred by the City due to Consultant's failure to meet the  
18 standards required by the Scope of Work or Consultant's failure to perform fully the tasks  
19 described in the Scope of Work which, in either case, causes the City to request that  
20 Consultant perform again all or a part of the Scope of Work shall be at the sole cost of  
21 Consultant and City shall not pay any additional compensation to Consultant for its re-  
22 performance.

23           B. If the Project involves construction and the scope of work requires  
24 Consultant to prepare plans and specifications with an estimate of the cost of  
25 construction, then Consultant may be required to modify the plans and specifications, any  
26 construction documents relating to the plans and specifications, and Consultant's  
27 estimate, at no cost to City, when the lowest bid for construction received by City  
28 exceeds by more than ten percent (10%) Consultant's estimate. This modification shall

1 be submitted in a timely fashion to allow City to receive new bids within four (4) months of  
2 the date on which the original plans and specifications were submitted by Consultant.

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

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

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

14 17. INDEMNITY. Consultant shall indemnify and hold harmless the City, its  
15 Boards, Commissions, and their officials, employees and agents (collectively in this  
16 Section "City") from and against any and all liability, claims, demands, damage, causes of  
17 action, proceedings, penalties, loss, costs, and expenses (including attorney's fees, court  
18 costs, and expert and witness fees) (collectively "Claims" or individually "Claim"). Claims  
19 include allegations and include by way of example but are not limited to: Claims for  
20 property damage, personal injury or death arising in whole or in part from any negligent  
21 act or omission of Consultant, its officers, employees, agents, sub-consultants, or anyone  
22 under Consultant's control (collectively "Indemnitor"); Consultant's breach of this  
23 Agreement; misrepresentation; willful misconduct; and Claims by any employee of  
24 Indemnitor relating in any way to worker's compensation. Independent of the duty to  
25 indemnify and as a free-standing duty on the part of Consultant, Consultant shall defend  
26 City and shall continue such defense until the Claim is resolved, whether by settlement,  
27 judgment or otherwise. Consultant shall notify the City of any claim within ten (10) days.  
28 Likewise, City shall notify Consultant of any claim, shall tender the defense of such claim



1 to Consultant, and shall assist Consultant, as may be reasonably requested, in such  
2 defense.

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

5 19. COSTS. If there is any legal proceeding between the parties to enforce  
6 or interpret this Agreement or to protect or establish any rights or remedies under this  
7 Agreement, the prevailing party shall be entitled to its costs and expenses, including  
8 reasonable attorneys' fees and court costs (including appeals).

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

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

1           21. NOTICES. Any notice or approval required under this Agreement shall  
2 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
3 postage prepaid, addressed to Consultant at the address first stated above, and to the  
4 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.  
5 Notice of change of address shall be given in the same manner as stated for other  
6 notices. Notice shall be deemed given on the date deposited in the mail or on the date  
7 personal delivery is made, whichever first occurs.

8           22. COPYRIGHTS AND PATENT RIGHTS. A. Consultant shall place the  
9 following copyright protection on all Data: © City of Long Beach, California 2007.

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

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

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

28           24. WAIVER. The acceptance of any services or the payment of any money

1 by. City shall not operate as a waiver of any provision of this Agreement, or of any right to  
2 damages or indemnity stated in this Agreement. The waiver of any breach of this  
3 Agreement shall not constitute a waiver of any other or subsequent breach of this  
4 Agreement.

5 25. CONTINUATION. Termination or expiration of this Agreement shall not  
6 affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 16,  
7 18, 21, and 27 prior to termination or expiration of this Agreement.

8 26. TAX REPORTING. As required by federal and state law, City is  
9 obligated to and will report the payment of compensation to Consultant on Form 1099-  
10 Misc. Consultant shall be solely responsible for payment of all federal and state taxes  
11 resulting from payments under this Agreement. *Consultant's Employer Identification*  
12 *Number* is [REDACTED] If Consultant has a Social Security Number rather than an  
13 Employer Identification Number, then Consultant shall submit that Social Security  
14 Number in writing to City's Accounts Payable, Department of Financial Management.  
15 Consultant acknowledges and agrees that City has no obligation to pay Consultant until  
16 Consultant provides one of these numbers.

17 27. ADVERTISING. Consultant shall not use the name of City, its officials or  
18 employees in any advertising or solicitation for business, nor as a, reference, without the  
19 prior approval of the City Manager or designee.

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

24 29. THIRD PARTY BENEFICIARY. This Agreement is intended by the  
25 parties to benefit themselves only and is not in any way intended or designed to or  
26 entered for the purpose of creating any benefit or right for any person or entity of any kind  
27 that is not a party to this Agreement.

28 IN WITNESS WHEREOF, the parties have caused this document to be duly

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

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executed with all formalities required by law as of the date first stated herein.

EMA, Inc., A Minnesota Corporation

May 10, 2007

By Judith Cascio  
Executive Vice President  
Public Sector

Judith Cascio  
(Type or Print Name)

May 10, 2007

By Clyde Younkin  
Chief Operating Officer

Clyde Younkin  
(Type or Print Name)

"Consultant"

CITY OF LONG BEACH

June 6, 2007

By Christine J. Shipp ASSISTANT  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on May 17, 2007.

ROBERT E. SHANNON, City Attorney

By Dan J. Anderson  
Deputy

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**REVISED SCOPE OF WORK – PHASE 1**

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**PROJECT UNDERSTANDING**

The City of Long Beach (the City) is seeking proposals for professional consulting services to plan and implement a 311 call center and program.

The City currently provides multiple channels for citizen interaction, however, it can be difficult for citizens to know which department to contact to handle their requests, and they often find themselves transferred multiple times before they finally find the appropriate party. Citizens also have difficulty tracking the status of their requests after they have been made. The City currently handles over 1.2 million calls for information and city services. In many cities over 75 percent of the calls are for information and most are for public works services. A consistent approach to constituent service issues integrated into the current performance management initiative will provide the City and constituents with the greatest benefit.

The City is interested in implementing a Constituent Relationship Management (CRM) or 311 system in order to help resolve some of these issues, and initiated a 311 feasibility study in 2004. This study indicated that implementing a 311 system would provide the City with significant results, and the City intends to select an experienced consultant to help them with the development of their 311. A properly implemented 311 system will provide the City with benefits in the areas of improved customer service, increased accountability, and better performance management, and will help the City build on the savings and revenue enhancements achieved through its financial strategic plan implementation. It will also provide Strategic Reporting and will display trending information targeting areas of concern for managerial action.

**PHASE 1**

In order to plan for the implementation of a 311 citywide call project, it is necessary to identify the software, hardware, and services required for success. There are six critical areas that contribute to the overall plan. Phase 1 will identify the costs and resources essential for implementation. Proposed Phase 1 tasks include the following:

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## **Task 1 – Project Management and 311 Governance Team**

### ***EMA Task Lead: Judith Cascio***

EMA's project management approach is based upon standards set forth in the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge" (PMBOK® Guide), addressing each of the five major project management processes: Project Initiation, Project Planning, Project Execution, Project Control, and Project Closeout.

EMA applies the PMI methodology to the client's objectives and partners with clients to leverage globally recognized best project management practices and standards. EMA's project managers are focused on meeting and exceeding client needs and expectations. This involves balancing competing demands such as:

- Scope, time, cost, and quality
- Stakeholders with differing needs and expectations
- Identified requirements (needs) and unidentified requirements (expectations)

EMA will provide the City of Long Beach with a total cost of ownership document. This document will identify and quantify the costs of a 311 call center, required resources, training, software, hardware, facilities, and other identified needs.

### ***Deliverables:***

- Kickoff meeting with the 311 Governance Team – typically six to eight members
- Vision workshop to understand and document the strategic and operational guidelines of the 311 call center and program
- Project Scorecard that documents direction and success factors
- Scheduled workshops to review information, determine options and make decisions
- Decision document identifying issues and resolution
- Governance Team meeting participation – facilitating and updating project status
- Project plan and updates
- Meeting notes detailing issues, decisions, and actions
- Total cost of ownership document that identifies and quantifies the costs of a 311 call center, required resources, training, software, hardware, facilities, etc.

- Projected annual operational costs for the call center

***City Staff Requirements***

EMA creates partnerships with our clients. A solid partnership ensures that the City obtains maximum value from the project by receiving a solution tailored to their unique needs. As part of this project, the EMA team requests that members of the City team participate in various workshops, meetings, deliverable reviews, and other project related items.

Throughout this document, each task will list an estimated number of hours for City staff. Estimates are provided for each team member.

For Task 1, EMA expects that the City will designate their internal Governance Team. For this task, the Governance Team will be expected to participate in the kick off meeting. In addition, the Governance Team will be asked to convene for bi-weekly meetings throughout the course of the project.

In summary, the City should expect to participate in the following:

- Attend Kickoff meeting
- Attend Bi-Weekly Meetings

***Task Costs and Hours:***

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
Kickoff Meeting and Preparation	40	\$9,400	Governance Team	4
Decision Document	16	\$3,760	Governance Team	4
Bi-weekly Meetings and Documentation	184	\$43,240	Governance Team	16
<b>Total</b>	<b>240</b>	<b>\$56,400</b>		

**Task 2 – Facilities Planning**

***EMA Task Lead: John Pasini***

One of the decisions required for this project relates to the call center location and operational charter. Call centers can be co-located with other line of business

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departments, centralized, virtual, or distributed. This decision drives the facilities planning and the telephony design. EMA will research the possibilities and present several options. City staff and leadership will review the options and select two for further consideration. EMA will document the services required to build and furnish the call center. Both options will be presented to the Team and a decision will be documented for the final report.

***Deliverables:***

- Site reviews – documents the feasibility of the identified site for a call center
- Site review workshop to present alternatives and choose two of those alternatives for further research
- Report detailing the two sites, cost of construction, timelines, benefits, and risk
- Decision report on chosen site to be included in final report

***Task Costs:***

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
Site Reviews	160	\$37,600	Selected departmental staff	40
Workshop with Governance Team	16	\$3,760	Selected departmental staff	4
Site Report	64	\$15,040	Selected departmental staff	8
Decision Report	60	\$14,100	Selected departmental staff	8
<b>Total</b>	<b>300</b>	<b>\$70,500</b>		

***Subcontractor Roles and Responsibilities***

EMA will lead this task with assistance from 21Tech. 21Tech has experience working with the City of San Francisco on their CRM call center site selection, and with facilities planning. Throughout the task, John Pasini, the EMA task lead, will directly manage the activities of 21Tech and the EMA staff assigned to this task.



.....

### ***City Staff Requirements***

The EMA/21Tech team will work with the City to identify potential sites for the call center. EMA will rely upon the City's team to evaluate our findings and recommendations. The City should anticipate assisting EMA with the following:

- Identify potential sites
- Participate in workshop
- Review the options in the Site Report
- Select from among the presented options
- Final site decision

### **Task 3 – Constituent Relationship Management**

#### ***EMA Task Lead: John Schiebold***

EMA will hold a meeting with the 311 Governance Team to formally review the goals of the CRM (311) project. EMA will provide a sample 311 Request for Information that includes typical functions and that identifies the City of Long Beach Information Technology standards. This meeting will include an overview of typical 311 approaches and a discussion of which approach would best meet the City's needs. The Governance Team will also identify the key departmental stakeholders and suggest departmental workshop participants. EMA will meet with the departments identified and review the requirements for changes or suggestions.

EMA will identify software providers with proven public sector experience for Request for Information (RFI) distribution. The results will be presented to the 311 Governance Team for review and discussion. Applications will be chosen for scripted demonstrations to a selected group of Long Beach employees. A decision matrix will be provided in order to grade the applications. An application will be chosen and pricing will be documented.

#### ***Deliverables:***

- CRM functional requirements document
- RFI vendor list
- RFI distribution
- RFI review for compliance
- Scripted demonstration document

- .....
- Scheduling and facilitation for demonstrations
  - Decision matrix
  - Report detailing recommendations including: software pricing, hardware requirements, review of decision methodology and decision matrix results

**City Staff Requirements**

The CRM requirements task will entail a series of departmental workshops to capture the City’s business and functional needs for the CRM. The number of hours required from City staff is highly dependent on the number of individuals designated to participate in the workshops.

City staff will also be expected to participate in the remaining tasks as well.

**Task Costs:**

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
CRM Functional Requirements	115	\$27,025	Selected departmental staff	4
RFI Vendor List	16	\$3,760	IT staff	2
RFI Distribution	16	\$3,760	Procurement staff	2
RFI Review for Compliance	16	\$3,760	Selected departmental staff	2
Scripted Demonstration Document	72	\$16,920	Various departmental staff	4
Scheduling, Facilitating, and Participating in Demonstrations	40	\$9,400	Selected departmental staff	12
Decision Matrix	24	\$5,640	Selected Departmental Staff	2
Recommendations Report	64	\$15,040	Selected Departmental Staff	2

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<b>Total</b>	<b>363</b>	<b>\$85,305</b>		
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**Task 4 – Work Management**

***EMA Task Lead: Nancy Lerner***

Long Beach has acquired a land management application from Hansen and also has multiple implementations of work management applications. The goal is to standardize on one Work Management System (WMS) and provide integration with other line of business applications, particularly the CRM application. EMA will review the multiple WMS applications in use and create a functional specification that is inclusive of required capabilities. The Hansen suite of software will be included in the evaluations for possible deployment throughout the City. The selection of a WMS will follow the same procedure as the CRM selection in Task 3.

***Deliverables:***

- WMS functional requirements document
- RFI vendor list
- RFI distribution
- RFI review for compliance
- Scripted demonstration document
- Scheduling and facilitation for demonstrations
- Decision matrix
- Report detailing recommendations including: software pricing, hardware requirements, review of decision methodology and decision matrix results

***City Staff Requirements***

The delivery of this task will be coordinated with Task 3 – CRM Requirements. The workshops will be combined where feasible, as they involve many of the same activities. The primary City staff responsibility will be for IT and/or departmental staff members to identify existing work management implementations and functional requirements.

The WMS Functional Requirements task will include a series of departmental workshops to capture the City’s business and functional needs for the WMS. The number of hours required from City staff is highly dependent on the number of individuals designated to participate in the workshops. In general, the City should anticipate approximately two to four hours per person, per workshop.

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City staff will be expected to participate in the remaining tasks as well. However, the remaining tasks will primarily require participation from the City's 311 Governance Team.

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**Task Costs: Like CRM**

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
WMS Functional Requirements – Individual interviews	110	\$25,850	Identified IT and departmental staff	16
WMS Functional Requirements – Workshop	<i>EMA anticipates that this activity will be done in conjunction with the CRM Functional Requirements workshop.</i>			
RFI Vendor List	16	\$3,760		2
RFI Distribution	16	\$3,760		2
RFI Review for Compliance	16	\$3,760		2
Scripted Demonstration Document	73	\$17,155		4
Scheduling, Facilitating, and Participating in Demonstrations	40	\$3,760		12
Decision Matrix	24	\$5,640		2
Recommendations Report	72	\$16,920		2
<b>Total</b>	<b>367</b>	<b>\$86,245</b>		

**Task 5 – Telephony**

**EMA Task Lead: Rich Lackmann**

EMA will facilitate meetings with the Technology Services Department staff responsible for the telephony applications. EMA will review the current telephony deployment and identify additional capability required to support a CRM call application. EMA will participate in meetings with the telephony vendor (Cisco) to provide information regarding needed capabilities. The Technology Services Department will document the additional hardware and software required as well

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as the cost of the additional items and services. EMA will validate the information with Technology Services and collaborate on a project plan detailing costs, project dependencies, and timeframes.

The City of Long Beach Technology Services Department will communicate with their service provider and gather required information for 311 number deployment. This will include pricing, timelines, and restrictions. EMA will work with the Technology Services Department to determine tasks and activities required to implement the telephony and 311.

***Deliverable:***

- Report of current infrastructure
- Enhanced capability matrix
- Meetings with current providers of telephony
- Requirements document for 311 telephony implementation
- Report detailing costs, timelines and options for 311 implementation
- Facilitated workshop to create final report and recommendations for telephony and 311 acquisition

***City Staff Requirements***

Long Beach City IT staff has core competencies in their telephony implementations. EMA will provide guidance on the information collection required for a CRM implementation. EMA will coordinate City efforts and compile the final deliverables.

**Primary City Tasks Include:**

- Define Current Infrastructure (Facilitated by EMA)
- Participate in completion of the Enhanced Capability Matrix
- Participate in Meetings with Telephony Providers
- Participate in Telephony Requirements Workshops
- Review Telephony Options Report
- Review Telephony Final Report

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**Task Costs:**

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
Report of Current Infrastructure	30	\$7,050	Selected IT Staff	8
Enhanced Capability Matrix	40	\$9,400	Selected IT Staff	8
Meetings with Telephony Providers	16	\$3,760	Selected IT Staff	8
311 Telephony Requirements	30	\$7,050	Selected IT Staff	8
Telephony Options Report	40	\$9,400	Selected IT Staff	8
Final Report	40	\$9,400	Selected IT Staff	8
<b>Total</b>	<b>196</b>	<b>\$46,060</b>		

**Task 6 – Integration**

**EMA Task Lead: John Schiebold**

One of the goals of a 311 call center project is "First Call Resolution," which provides an enhanced level of constituent service. Information is the key to first call resolution and integration with other line of business applications, including telephony and Interactive Voice Response (IVR), is the key to providing this information. EMA will review the current application environment and build an integration matrix. The integration matrix will identify the current applications, integration criticality, integration complexity, integration cost, and integration value. The completed matrix will be presented to the 311 Governance Team for application inclusion. EMA will facilitate the discussion and make recommendations.

**Deliverables:**

- Current application matrix
- Integration matrix
- Recommendations

- Decision report

**City Staff Requirements**

EMA will conduct a set of workshops to gather information on key business systems, and requirements to integrate those systems. Key City personnel from IT, as well as administrators of the key systems should plan to participate in these workshops. Members of the governance team may also participate in these workshops, but will be key in reviewing the recommendations and decision report.

Primary City Tasks Include:

- Identify Key Business Systems for Integration (Facilitated by EMA)
- Define Integration Requirements (Facilitated by EMA)
- Review Recommendations Document
- Review Decision Report

**Task Costs:**

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
Current Application Matrix	80	\$18,800	Selected IT and departmental staff	12
Integration Matrix	78	\$18,330	Selected IT and departmental staff	16
Recommendations	80	\$18,800	Selected IT and departmental staff	8
Decision Report	40	\$9,400	Selected IT and departmental staff	8
<b>Total</b>	<b>278</b>	<b>\$65,330</b>		

**Task 7 – Implementation Plan and Presentation**

**EMA Task Leads: Judith Cascio and John Schiebold**

EMA will deliver a report inclusive of all the information gathered in Task 1 through Task 6. An implementation plan that will include activities, costs, timelines, and resource requirements will be presented to the 311 Governance Team. The draft presentation will provide an opportunity to validate information, answer questions, and confirm decisions. A final report will be compiled and



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delivered to the 311 Governance Team. The final report will include recommendations for the overall operation of a 311 call center that will clearly define costs, including initial cost of ownership, equipment, and possible financing options. EMA will be available for additional presentations to Leadership and Council.

***Deliverables:***

- Draft presentation
- Validation workshop
- Final presentation
- Final report with recommendations for the overall operation of a 311 call center, including costs, equipment, and possible financing options

***City Staff Requirements***

EMA will conduct a workshop with the 311 Governance Team and selected key City leadership to validate the findings. These City staff will provide input for EMA to use to modify the implementation plan. Primary City Tasks Include:

- Attend validation workshop and provide feedback

***Task Costs:***

<b>Deliverable</b>	<b>EMA Hours</b>	<b>Cost</b>	<b>Suggested City Staff</b>	<b>Approximate Hours per City Staff Member</b>
Draft Presentation	40	\$9,400		
Validation Workshop	24	\$5,640	Governance Team and selected key City leadership	8
Final Presentation	24	\$5,640	Governance Team and selected key City leadership	2
Final Report	32	\$7,520		
<b>Total</b>	<b>120</b>	<b>\$28,200</b>		

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## **ESTIMATED HOURS, COST, AND TIMELINE**

EMA estimates 1884 hours for Phase 1 (Tasks 1 through 7). The cost for Phase 1 will not exceed \$442,750, inclusive of expenses. EMA anticipates that Phase 1 tasks will occur over the course of four and one half months.

The hours and costs associated with each individual task have been identified in detail in the previous section. Below is a summary of the anticipated timeline for the major tasks for this phase of the project:

<b>Task</b>	<b>Beginning Date</b>	<b>Ending Date</b>
Task 1 – Project Management and 311 Governance Team	05/16/2007	10/31/2007
Task 2 – Facilities Planning	05/23/2007	08/09/2007
Task 3 – Constituent Relationship Management	05/23/2007	07/24/2007
Task 4 – Work Management	05/30/2007	07/31/2007
Task 5 - Telephony	05/30/2007	07/30/2007
Task 6 - Integration	05/23/2007	08/30/2007
Task 7 – Implementation Plan and Presentation	09/07/2007	10/22/2007

EMA will submit a monthly progress payment invoice. Each task will be invoiced based on the percentage of completion.

We look forward to working with the City of Long Beach on the Constituent Relationship Management Project. Thank you for the opportunity.

**EXHIBIT "B"**

City of Long Beach's Representative for Contact with EMA, Inc.:

Cathy Wieder  
Special Assistant to the City Manager  
333 W. Ocean Blvd., 13<sup>th</sup> Floor  
Long Beach, CA 90802  
(562) 570-6724



**EMA, Inc.**  
191 Terry Road  
Hartford, CT 06105  
phone: 860.614.5207  
fax: 651.639.5730  
www.ema-inc.com

May 3, 2007

Cathy Wieder  
Office of the City Manager  
City of Long Beach  
333 West Ocean Boulevard  
Long Beach, CA 90802

Re: 3-1-1 CALL CENTER PROFESSIONAL SERVICES RFP

Dear Ms. Wieder:

EMA is pleased to present this proposal to the City of Long Beach in response to the 3-1-1 Call Center Professional Services RFP.

Long Beach's commitment to use 3-1-1 as a means to improve service delivery to the public will strengthen the City's ability to adapt to the growing number of needs that its citizens are demanding. This process will also maximize the benefits of investments the City has already made in technology and will build upon the savings and revenue enhancements the City has achieved through the implementation of its financial strategic plan.

EMA has extensive experience in planning and implementing complex municipal Customer Relationship Management (CRM) systems. The proposed project team has participated in all aspects of CRM projects, from initial feasibility studies, project planning, implementation, integration, and post implementation operations. The proposed project manager has performed an integral role in major CRM projects in Hartford, Connecticut; Akron, Ohio; and Yonkers, New York during the last two years.

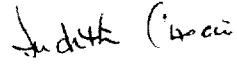
EMA does not sell a product, but offers clients intellectual assets accumulated over 30 years of helping clients optimize their organization, business practices, and technology. The methodology presented in this proposal is a result of EMA's experience with numerous engagements similar to Long Beach's 3-1-1 project. The methodology is designed to leverage comprehensive CRM implementation best practices.

EMA commits to accept the terms and conditions in the RFP and the Pro Forma Contract. EMA acknowledges receipt of the original Request for Proposals released on October 18, 2006, and Addenda 1, 2, and 3, dated October 23, November 6, and November 17, respectively.

EMA is a United States Conference of Mayors Platinum Partner.

We look forward to working with the City of Long Beach to plan and implement a 3-1-1 call center and program. If you have any questions about EMA or our proposal, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Judith Cascio". The signature is written in a cursive style with a large initial "J" and a distinct "Cascio" surname.

Judith Cascio  
Vice President, Public Sector  
EMA, Inc.