PROFESSIONAL SERVICES AGREEMENT
Between
City of Long Beach
And
Hansen® Information Technologies Inc.
29366

This Professional Services Agreement ("Agreement") is hereby entered into between Hansen® Information Technologies ("HANSEN") and the City of Long Beach, a municipal corporation ("CITY") on the following terms and conditions:

WHEREAS, CITY desires to license certain computer software ("Software") from HANSEN pursuant to a separate Agreement;

WHEREAS, HANSEN is willing to provide certain services ("Professional Services") to CITY in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration received and to be received, HANSEN and CITY agree as follows:

1.0 DEFINITIONS.

1.1 Server and End User License Agreement: Shall mean the separate agreement entered into between the parties concerning the licensed use of the Software, also known as Exhibit B.

1.2 Other Definitions: The definitions found in the Server and End User License Agreement are incorporated into this Agreement by this reference.

2.0 DOCUMENTS. The Agreement documents constituting the Agreement between CITY and HANSEN shall consist of this Agreement and the following exhibits:

2.1 Statement of Work. Attached hereto as Exhibit D.

2.2 Price Quote. Attached hereto as Exhibit A.

2.3 Server and End User License Agreement ("EULA"). Attached hereto as Exhibit B.

2.4 Service and Maintenance Agreement. Attached hereto as Exhibit C.

2.5 Mutual Nondisclosure Agreement. Attached hereto as Exhibit E.

3.0 **SERVICES. CITY** hereby retains HANSEN and HANSEN hereby agrees to perform the Professional Services as set forth in the Statement of Work. The project will consist of these Professional Services including the delivery of the Software, installation and implementation, interface analysis and creation, data conversion, translation, and training.

4.0 **TERM.** The term of this Agreement ("Term") shall commence on the date it is executed by the last of the parties to sign and shall continue in full force until all phases of the work are completed or the Agreement is terminated earlier in accordance with the terms and provisions hereof. Termination shall have no effect on CITY'S obligation to pay the applicable labor rate (or an equitable portion of any fixed fee) with respect to Professional Services rendered prior to the effective date of termination. The CITY shall have the option to extend the term of this Agreement for five (5) separate, consecutive periods of one (1) year each with Hansen's consent. The parties shall sign amendments memorializing each extension.

5.0 **FEES**. The CITY agrees to pay HANSEN within 30 days from invoice date according as detailed in Exhibit A "Price Quote" and Exhibit A1 "Software Payment Milestone Schedule". All documentation deliverables shall only be invoiced upon review, agreement and written acceptance by the CITY. All technical deliverables (configurations, interfaces, installation, final data conversion, etc.) shall only be invoiced upon installation/implementation, testing, agreement and written acceptance by the CITY. Any changes initiated by either the CITY or HANSEN related to the scope of work or cost related to such will be processed according to Exhibit D, Section 1.7 "Change Management".

6.0 **INVOICES, PAYMENT AND LATE CHARGES**. Payment shall be made within thirty (30) days after receipt of invoice. Any late payment shall be subject to any costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half (1.5) percent, or the maximum rate allowed by law, whichever rate is less, per month or fraction thereof until paid.

7.0 **PROPRIETARY RIGHTS TO WORK PRODUCT.** "Work Product" shall mean any resulting software (including all functional and technical designs, programs, modules, code, interfaces, algorithms, flowcharts, diagrams, documentation and the like) or any modifications or changes to the Software created by HANSEN after the effective date of this Agreement and in furtherance of the Statement of Work. HANSEN shall own all right, title and interest to the Work Product. The parties acknowledge that the Work Product is not a "work made for hire" under the Federal Copyright Law. The parties agree that the Work Product shall be deemed to be and become a part of the Software for all purposes under the EULA.

8.0 **CONFIDENTIAL INFORMATION**.

8.1 **Acknowledgment of Confidentiality.** Each party hereby acknowledges that it may be exposed to confidential and proprietary information of the other party other than the Work Product and Software such as business information (sales and marketing research, materials, plans, accounting and financial information, personnel records and the like) and other information designated as confidential expressly or by the circumstances in which it is provided ("Confidential Information"). Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the recipient, (iii)

information received by the recipient from a third party who was free to disclose it; or (iv) Work Product or the Software which are protected under the EULA.

8.2 **Covenant Not to Disclose.** Except as required by law or in response to a subpoena or court order, with respect to the other party's Confidential Information, the recipient hereby agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose such Confidential Information to any third party, with the exception of subcontractors or vendors under contract to the party and which have undertaken non-disclosure obligations comparable to those contained in this Agreement, without the prior written consent of the provider. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own confidential information.

9.0 WARRANTIES.

9.1 **Limited Warranty**. HANSEN agrees to perform all Professional Services described in the Statement of Work in a professional, workmanlike manner. Hansen also agrees and warrants that: (a) it shall comply with all applicable laws and regulations; (b) in rendering the Professional Services, it and its employees have all necessary rights, authorizations, or licenses to provide the Professional Services hereunder and to provide all related materials and services required under this Agreement; (c) each of its employees assigned to perform services hereunder shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with the applicable Statement of Work; and (d) Hansen shall obtain for CITY the unrestricted right to use each deliverable provided to CITY by Hansen hereunder in accordance with the terms and conditions found in the EULA.

9.2 **No other Warranties. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 9.1, HANSEN MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE WORK PRODUCT (WHICH IS WARRANTED UNDER THE EULA), ITS SERVICES OR ANY OTHER DELIVERABLES PROVIDED HEREUNDER.**

10.0 LIMITATION OF LIABILITY. THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED TO THE TOTAL FEES PAID BY CITY TO HANSEN FOR PROFESSIONAL SERVICES AND SOFTWARE. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM. THIS PROVISION DOES NOT APPLY TO INDEMNIFICATION CLAIMS SUBJECT TO PARAGRAPH 15 OF EXHIBIT B OR 18.0 HEREIN.

11.0 **NOTICES**. All notices and demands required or permitted under this Agreement shall be in writing and may be delivered personally to one of the persons set forth below, or sent by registered or certified mail, return receipt, postage prepaid, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to the persons and addresses set forth below. Any notice or demand delivered as aforesaid shall be deemed to have been given on the date shown on the return receipt, the date shown by the overnight express service, on the date of personal delivery, whichever occurs first. Said notices shall be delivered or addressed as follows, or to such other address and to the attention of such other person as either party may designate to the other in writing:

Attn: Mark Watts, President
Hansen Information Technologies, Inc.
11092 Sun Center Drive
Rancho Cordova, CA 95670
T: (916) 921-0883
F: (916) 921-6620

Attn: City Manager
City of Long Beach
333 W. Ocean Blvd.
Long Beach, CA 90802

COPY TO:

Diane Sorensen
Contracts Administrator
CITY OF LONG BEACH
333 W. Ocean Blvd., 12th Floor
Long Beach, CA 90802
Office: 562 570-6650
Fax: 562 570-5270

12.0 **TERMINATION**. Either party may terminate this Agreement if the other party breaches any material provision hereof and fails within thirty (30) days after receipt of notice of breach to correct such breach or to commence corrective action reasonably acceptable to the other party and proceed with due diligence to completion. Either party may terminate this Agreement if the other party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.

12.1 **Termination for Convenience**. City may terminate this Agreement, or any part hereof, for its sole convenience by giving notice of termination to HANSEN. Upon HANSEN's receipt of such notice, HANSEN shall, unless otherwise specified in the notice, immediately stop all work hereunder and, to the extent permitted under each applicable subcontract or agreement, give prompt written notice to suppliers and subcontractors to cease all related work. HANSEN shall be paid the price specified herein for all non-defective work performed hereunder as of the date of CITY'S termination notice, such payment to be made within thirty (30) business days after HANSEN delivers such work to CITY, in its then current form, free and clear of all liens. HANSEN shall not be paid for any work done after receipt of such notice, for any costs incurred by HANSEN's suppliers or subcontractors after receipt of CITY'S termination notice, or for work which HANSEN could reasonably have avoided.

13.0 **DISPUTES**. In the event of any controversy, claim or dispute between the parties arising from or related to this Agreement, the party initiating the controversy, claim or dispute shall provide to the

other party a notice containing a brief and concise statement of the matter, together with relevant supporting facts. In the event the CITY'S project manager and HANSEN'S project manager are unable to reach a mutually satisfactory resolution within five (5) days of receipt of notice, the problem shall be escalated to CITY'S Director of Technology Services and HANSEN'S President who shall have ten (10) days within which to resolve the problem. If these efforts are not successful, either party may commence litigation or other proceeding regarding the controversy, claim or dispute.

14.0 **INDEPENDENT CONTRACTOR STATUS**. Each party and its employees are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall remain responsible, and shall indemnify and hold harmless the other party from the withholding and payment of all federal, state and local personal income, wages, earnings, occupation, social security, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under federal, provincial law or otherwise) now existing or hereafter enacted for its respective employees.

15.0 **SECURITY, NO CONFLICTS**. Each party agrees to inform the other of any information made available to the other that is classified or restricted data, agrees to comply with the security requirements imposed by any provincial or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not create any conflict of interest prohibited by the United States or Canadian government or any other domestic or foreign government and shall promptly notify the other party if any such conflict arises during the Term.

16.0 **INSURANCE**. As a condition precedent to the effectiveness of the Agreement, HANSEN shall procure and maintain at HANSEN'S expense for the duration of the Agreement from insurance companies that are admitted to write insurance in California or that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than $1,000,000 per occurrence and $2,000,000 general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. "The City of Long Beach, its officials, employees and agents" shall be named as additional insureds by endorsement (on the CITY'S endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance shall contain no special limitations on the scope of protection given to the CITY, its officials, employees and agents.

(b) Workers' compensation insurance as required by the Labor Code of the State of California and the employer's liability insurance in an amount not less than $1,000,000 per accident.

(c) Professional liability or errors and omissions insurance in an amount not less that $1,000,000 per claim with respect to any Services performed.

(d) 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.

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 the City of Long Beach, 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. Each insurance policy shall be endorsed to state that coverage shall not be cancelled, reduced in coverage or not renewed except after thirty (30) days' prior written notice to the CITY, and shall be primary and not contributing to any other insurance or self-insurance maintained by the CITY, its officials, employees and agents. HANSEN shall, within five (5) business days, notify the CITY if any insurance required herein has been voided by the insurer or cancelled by the insured.

HANSEN shall require that all contractors that it uses in the performance of its obligations under the Agreement maintain insurance in compliance with this Section unless otherwise agreed in writing by the CITY'S Risk Manager or designee.

HANSEN shall deliver to the CITY certificates of insurance and required endorsements, including any insurance required from HANSEN'S contractors, for approval as to sufficiency and form prior to the start of performance hereunder. The certificate and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, HANSEN shall, at least thirty (30) days prior to expiration of insurance required hereunder, furnish to the CITY certificates of insurance and endorsements evidencing renewal of such insurance. The CITY reserves the right to require complete certified copies of all policies at any time. HANSEN and its contractors shall make available to the CITY all books, records, and other information relating to the required insurance during its normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the CITY'S Risk Manager or designee. Not more frequently than once a year, the CITY'S Risk Manager or designee may require that HANSEN and its contractors change the amount, scope or types of coverage if, in his/her sole opinion, the amount, scope, or types of coverages are not adequate.

The procuring or existence of insurance shall not be construed or deemed as a limitation of liability relating to performance or as full performance of or compliance with the indemnification provisions of the Agreement.

17.0 FORCE MAJEURE

17.1 Neither party shall be liable for any costs or damages due to nonperformance under this Agreement arising out of any cause or event not within the reasonable control of such Party ("Event of Force Majeure") and without its fault or negligence.

17.2 Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.

17.3 If a default due to an Event of Force Majeure shall continue for more than three (3) months then the party not in default shall be entitled to terminate this Agreement as a result of an Event of Force Majeure.

18.0 **INDEMNIFICATION**. HANSEN shall indemnify, defend and hold harmless CITY and its officers, employees, agents, against any and all claims, demands, causes of action, losses, liabilities, judgments, awards and costs (including reasonable attorneys' fees) arising out of or related to any claim: (i) for bodily injury or damage to property arising out of the furnishing, performance or use of the Services or any deliverable provided hereunder; (ii) for payment of compensation, salary or benefits asserted by an employee of HANSEN; and (iii) any claim arising out of HANSEN's failure to comply with any applicable law or regulation. The indemnities set forth in this Section shall not be subject to any limitation of liability set forth herein.

19.0 MISCELLANEOUS PROVISIONS

19.1 **Severability.** In the event any one or more of the provisions of this Agreement is for any reason held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision which comes closest to the intention of the parties underlying the illegal, invalid or unenforceable provision.

19.2 **Parties Bound.** This Agreement shall be binding upon the parties hereto, their successors, heirs, devisees, assigns, legal representatives, executors and administrators.

19.3 **General Obligations.** As required, CITY agrees to provide Hansen with appropriate access to their facilities, personnel, data systems, and other resources. CITY acknowledges that the implementation is a cooperative effort and that CITY must complete its designated tasks in timely manner in order for Hansen to proceed with and complete the Professional Services.

19.4 **Final Agreement.** This Agreement constitutes the complete, final and exclusive expression of the parties' agreement regarding Professional Services, and it supersedes all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement cannot be modified except by written amendment that explicitly refers to this Agreement signed by all the parties hereto.

19.5 **Authority To Enter Into Agreement.** The undersigned hereby represent and warrant that they are duly authorized to sign and enter into this Agreement on behalf of their respective parties.

19.6 **Entire Agreement.** The terms and conditions of any and all appendices, exhibits, schedules and attachments to this Agreement are incorporated herein by reference and shall constitute part of this Agreement as if fully set forth herein. Article and paragraph headings, where used, are for reference purposes only and shall not be deemed a part of this Agreement. This Agreement, together with all appendices, exhibits, (more particularly the EULA, Statement of Work, and the Service and Maintenance Agreement) schedules and attachments hereto, constitute the entire Agreement between the parties and supersedes all previous Agreements, including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

19.7 **Conflicting Terms. In the event of a conflict between the terms of the various documents, those of an Exhibit prevail over those of this Agreement.**

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Hansen® Information Technologies Inc., a State of California corporation	City of Long Beach, a municipal corporation
By: _____	By: _____
Name: Charles A. Hansen	Name: Gerald R. Miller
Title: Chairman/CEO	Title: City Manager
Date: November 15, 2005	Date: 11.22.05
By: _____	By: _____
Name: Mark Watts	Name: _____
Title: President	Title: _____
Date: November 15, 2005	Date: _____

APPROVED AS TO FORM
11/18, 2005
ROBERT E. SHANNON, City Attorney
BY _____
SENIOR DEPUTY CITY ATTORNEY

EXHIBIT A LONG BEACH CA PROFESSIONAL SERVICES COST SUMMARY	
Phase Category	**Total Project Cost for Each Phase**
Phase I - Phase I Professional Services to include Interfaces, Conversions, & Batch Load as well as configuration and implementation of DynamicPORTAL for Customers Service & Permits as well as the following processes: Planning Department – 3 Planning Processes Building Department – 5 Permitting Processes Public Works Department (Rt of Way) – 1 Permitting Process	$1,098,340
Phase 2 - Professional Services to include Conversion & Lookup as well as configuration and implementation of following processes: Code Enforcement Department – 3 CASE Processes Public Works Department – 1 Permitting Process	$307,008
Phase 3 - Professional Services to include Conversion & Interfaces, configuration and implementation of DynamicPORTAL for Licensing as well as the following processes: Business Licensing Department – 3 Licensing Processes Fire Department – 3 Permitting Processes	[redacted]
Phase 4 - Professional Services to include configuration and implementation of following processes: Marine – 3 Licensing Processes Police Department – 2 Licensing Processes Harbor – 1 Permitting Process Park & Recreation Department – 3 Permitting Processes Special Events – 1 Permitting Process	$431,800
Total	**$2,398,960**

Phase 1
Phase 2
Phase 3
Phase 4

[redacted]

EXHIBIT A LONG BEACH CA - PHASE I

Hansen 8™

SQL/Oracle

Prepared for: Shante Wilson, Project Manager, 562-570-6236

	PROFESSIONAL SERVICES & FEES	Unit Price	*(unless noted)*	
SCO	Project Director[1]	$2,000	28	$56,000
PS-PM	Project Manager	$1,500	130	$195,000
PS-IS	Configuration Specialist	$1,500	54	$81,000
BAN	Business Analyst	$1,400	75	$105,000
PS-ICT	Installation and Configuration *(per server)*	$7,500	1	$7,500
	Data Conversion[2] for 20 years of Building permits and data to be loaded & Reference data to be loaded for Address, Parcels, Contacts & Contractors.			
PS-DCD	Analysis for Data Conversion	$30,000		
PS-SRA	Development and Testing	$30,000	NTE	$60,000
	Interactive Voice Response system (IVR) Interface[2]			
PS-DCD	Analysis for Interface	$32,500		
PS-SRA	Development and Testing	$32,500	NTE	$65,000
	Financial System Interface[2]			
PS-DCD	Analysis for Interface	$22,500		
PS-SRA	Development and Testing	$22,500	NTE	$45,000
	Cash System Interface[2]			
PS-DCD	Analysis for Interface	$37,500		
PS-SRA	Development and Testing	$37,500	NTE	$75,000
	Collections System Interface[2]			
PS-DCD	Analysis for Interface	$14,000		
PS-SRA	Development and Testing	$14,000	NTE	$28,000
	State Contractor Board System Lookup Interface[2]			
PS-DCD	Analysis for Interface	$15,000		
PS-SRA	Development and Testing	$15,000	NTE	$30,000
	Assessors Update Bach Load[2]			
PS-DCD	Analysis for Interface	$14,000		
PS-SRA	Development and Testing	$14,000	NTE	$28,000
	3rd Party Viewer and Annotation Tool[12]			
PS-DCD	Analysis for Interface	$7,500		
PS-SRA	Development and Testing	$7,500		$15,000
PS-GIS	GIS Consultant[3]	$1,500	3	$4,500
PS-01	On-Site Training	$1,500	60	$90,000
PS-DCI	Configuration and Installation for *Dynamic* PORTAL™ Customer Service[4]	$1,500	4	$6,000
PS-DPI	Configuration and Installation for *Dynamic* PORTAL™ Permits[5]	$1,500	10	$15,000
PS-DPD	*Dynamic* PORTAL™ Analysis (Permits)[6]	$1,500	10	$15,000
	HMS Permits Analysis (Additional Configuration may be required)	$1,500	25	$37,500
	Installation and Setup for HMS	$15,000		$15,000
	Configuration for HMS Permits (Estimate)	$1,500	25	$15,000
EXP	Out of Pocket Expense[7]			$109,840
	PROFESSIONAL SERVICES & FEES TOTAL			**$1,098,340**

	OPTIONAL	Rate	Days or Users	
	Pre-Deployment Design Analysis[10]	$1,200	0	$0
CRY-01	Crystal Report Writer	$1,500	0	$0
PS-01	On-Site Training **(If using "Train the Trainer")**	$1,500	12	$18,000
EXP	Out of Pocket Expense[7] **(If "Train the Trainer" is used)**			$5,000

Hansen Authorized Signature[11] _____

Date: Revised 8/23/05

NOTES *****Please see Descriptions tab for detailed information on software*****

[1] Phase I Professional Services to include configuration and implementation of following processes:

Planning Department – 3 Planning Processes

Building Department – 5 Permitting Processes

Public Works Department (Rt of Way) – 1 Permitting Process

[2] Analysis costs are based upon the analysis of each data source. The Analysis, Development & Testing prices are NTE & Fixed pricing - **Please reference the SOW documents for Details.** Requirements, Design, Code, Unit Test, UAT & Implementation. Agency will be responsible for data cleansing of legacy data. Data provided for conversions and interfaces can be in any of the following formats – Any ODBC compliant database such as Access, Oracle, SQL Server, Dbase, FoxPro, ASCII Fixed Width or Delimited etc. For the purpose of conversions EXCEL files are okay but not recommended for interfaces. You can submit the data to Hansen in any of the following ways: FTP, Email (if small enough), or on a floppy, CD or Zip disk through regular mail.

[3] 3 days of PS-GIS are required when purchasing GeoAdministrator™ which consists of data consulting, implementation, and training for up to 10 users.

[4] Configuration and Installation for *Dynamic* PORTAL™ Customer Service - Bundle includes 1 day setup by PS-NE and 3 days coordination and testing by PS-PM.

[5] Configuration and Installation for *Dynamic* PORTAL™ Permits - Includes 1 day setup by PS-NE and 9 days of coordination and testing by PS-PM.

[6] Includes 10 days of analysis by the PS-PM to document configuration requirements for 'Step 5 - Job Details' pages and custom PDFs. The analysis will be billed according to the prices shown and will not be credited to the actual prices of the *Dynamic* PORTAL development.

[7] Expenses are estimated. Actual amount(s) to be billed as incurred.

[8] The unit costs, i.e. software costs per seat, hourly rates, daily rates etc. are firm and considered fixed. Hansen Information Technologies has put forth its best efforts to accurately determine the needs of your agency, but the precise needs cannot be determined at this juncture. The needs of a client, such as data conversion, training, project management, interface analysis and the number of seats of software required, are dependent upon the individual circumstances of that client. Therefore, Hansen Information Technologies cannot state unequivocally that all costs for the entire proposal are fixed and firm; although, every effort has been made to be as accurate as possible. *This quote indicates pricing based on the client completing some (about half) of the work.*

[9] SMA is billed upon Go-live.

[10] This option consists of doing a pre-deployment study of the Agency's existing business process in order to determine a firm amount of professional services the Agency's implementation will cost. The analysis will be billed according to the prices shown and will not be credited to the actual price of the implementation.

[11] Unless accompanied by an authorized signature above, this quote is for **budgetary purposes** only. If signed, this quotation is **valid for 90 days.**

[12] Costs are estimated. Actual amount(s) to be billed as incurred.

EXHIBIT A LONG BEACH CA - PHASE 2

Hansen 8™

SQL/Oracle

Prepared for: Shante Wilson, Project Manager, 562-570-6236

	PROFESSIONAL SERVICES & FEES[1]	Unit Price	Per Day	Cost
SCO	Project Director	$2,000	8	$16,000
PS-PM	Project Manager	$1,500	32	$48,000
PS-IS	Configuration Specialist	$1,500	24	$36,000
BAN	Business Analyst	$1,400	28	$39,200
	Data Conversion[2] for 10-20 years of Case Information data to be loaded			
PS-DCD	Analysis for Data Conversion	$30,000		
PS-SRA	Development and Testing	$30,000	NTE	$60,000
	DMV (Document Image Viewer Interface[2)]			
	Analysis for Interface	$15,000		
	Development and Testing	$15,000	NTE	$30,000
	HMS CE Analysis (Additional Configuration may be required)	$1,500	10	$15,000
	Installation and Setup for HMS	N/C		N/C
	Configuration for HMS CE (Estimate)	$1,500	10	$15,000
PS-01	On-Site Training	$1,500	10	$15,000
EXP	Out of Pocket Expense[3]			$32,808
	PROFESSIONAL SERVICES & FEES TOTAL[4]			**$307,008**

Hansen Authorized Signature[5] _____

Date: Revised 8/23, 2005

NOTES ***Please see Descriptions tab for detailed information on software***

[1] Phase 2 Professional Services to include configuration and implementation of following processes:
Code Enforcement Department – 3 CASE Processes
Public Works Department – 1 Permitting Process

[2] Analysis costs are based upon the analysis of each data source. The Analysis, Development & Testing prices are NTE & Fixed pricing - **Please reference the SOW documents for Details.** Requirements, Design, Code, Unit Test, UAT & Implementation. Agency will be responsible for data cleansing of legacy data. Data provided for conversions and interfaces can be in any of the following formats – Any ODBC compliant database such as Access, Oracle, SQL Server, Dbase, FoxPro, ASCII Fixed Width or Delimited etc. For the purpose of conversions EXCEL files are okay but not recommended for interfaces. You can submit the data to Hansen in any of the following ways: FTP, Email (if small enough), or on a floppy, CD or Zip disk through regular mail.

[3] Expenses are estimated. Actual amount(s) to be billed as incurred.

[4] The unit costs, i.e. software costs per seat, hourly rates, daily rates etc. are firm and considered fixed. Hansen Information Technologies has put forth its best efforts to accurately determine the needs of your agency, but the precise needs cannot be determined at this juncture. The needs of a client, such as data conversion, training, project management, interface analysis and the number of seats of software required, are dependent upon the individual circumstances of that client. Therefore, Hansen Information Technologies cannot state unequivocally that all costs for the entire proposal are fixed and firm; although, every effort has been made to be as accurate as possible. *This quote indicates pricing based on the client completing some (about half) of the work.*

[5] Unless accompanied by an authorized signature above, this quote is for **budgetary purposes** only. If signed, this quotation is **valid for 90 days.**

EXHIBIT A LONG BEACH CA PHASE 3

Hansen 8™

SQL/Oracle

Prepared for: Shante Wilson, Project Manager, 562-570-6236

	PROFESSIONAL SERVICES & FEES[1]	Unit Price	Per Day	Cost
SCO	Project Director	$2,000	16	$32,000
PS-PM	Project Manager	$1,500	72	$108,000
PS-IS	Configuration Specialist	$1,500	36	$54,000
BAN	Business Analyst	$1,400	54	$75,600
PS-01	On-Site Training	$1,500	16	$24,000
	Data Conversion[2] for 20 years of Business License data to be loaded			
	Analysis for Data Conversion			
PS-DCD	Development and Testing	$30,000		
PS-SRA		$30,000	NTE	$60,000
	Fire System Interface[2]			
PS-DCD	Analysis for Interface	$32,500		
PS-SRA	Development and Testing	$32,500	NTE	$65,000
PS-DLI	Configuration and Installation for *Dynamic* PORTAL™ Licensing[2]	$1,500	10	$15,000
PS-DLD	*Dynamic* PORTAL™ Analysis (Licensing)[3]	$1,500	16	$24,000
PS-HMS	*HMS Licensing Analysis (Additional Configuration may be required)*			
		$1,500	15	$22,500
PS-HMS	*Configuration for HMS Licensing (Estimate)*	$1,500	15	$22,500
EXP	Out of Pocket Expense[4]			$59,212
	PROFESSIONAL SERVICES & FEES TOTAL[5]			**$561,812**

Hansen Authorized Signature[6] _____

Date: Revised July 18, 2005 price quote by Tammi Rowlar

NOTES ***Please see Descriptions tab for detailed information on software***

[1] Phase 3 Professional Services to include configuration and implementation of following processes:
Business Licensing Department – 3 Licensing Processes
Fire Department – 3 Permitting Processes

[2] Analysis costs are based upon the analysis of each data source. The Analysis, Development & Testing prices are NTE & Fixed pricing - **Please reference the SOW documents for Details**. Requirements, Design, Code, Unit Test, UAT & Implementation. Agency will be responsible for data cleansing of legacy data. Data provided for conversions and interfaces can be in any of the following formats – Any ODBC compliant database such as Access, Oracle, SQL Server, Dbase, FoxPro, ASCII Fixed Width or Delimited etc. For the purpose of conversions EXCEL files are okay but not recommended for interfaces. You can submit the data to Hansen in any of the following ways: FTP, Email (if small enough), or on a floppy, CD or Zip disk through regular mail.

[3] Configuration and Installation for *Dynamic* PORTAL™ Licensing - Includes 1 day setup by PS-NE and 9 days of coordination and testing by PS-PM. Additional time may be necessary as identified through the PS-DLD analysis.

[4] Includes 16 days of analysis by the PS-PM based on standard licensing needs. The analysis will be billed according to the prices shown and will not be credited to the actual prices of the DynamicPORTAL development.

[5] Expenses are estimated. Actual amount(s) to be billed as incurred.

[6] The unit costs, i.e. software costs per seat, hourly rates, daily rates etc. are firm and considered fixed. Hansen Information Technologies has put forth its best efforts to accurately determine the needs of your agency, but the precise needs cannot be determined at this juncture. The needs of a client, such as data conversion, training, project management, interface analysis and the number of seats of software required, are dependent upon the individual circumstances of that client. Therefore, Hansen Information Technologies cannot state unequivocally that all costs for the entire proposal are fixed and firm; although, every effort has been made to be as accurate as possible. *This quote indicates pricing based on the client completing some (about half) of the work.*

[7] Unless accompanied by an authorized signature above, this quote is for **budgetary purposes** only. If signed, this quotation is **valid for 90 days.**

EXHIBIT A LONG BEACH CA PHASE 4

Hansen 8™

SQL/Oracle

Prepared for: Shante Wilson, Project Manager, 562-570-6236

	PROFESSIONAL SERVICES & FEES[1]	Unit Price	Per Day	Cost
SCO	Project Director	$2,000	20	$40,000
PS-PM	Project Manager	$1,500	30	$45,000
PS-IS	Configuration Specialist	$1,500	75	$112,500
BAN	Business Analyst	$1,400	75	$105,000
PS-HMS	HMS Licensing Analysis (Additional Configuration may be required)	$1,500	10	$22,500
PS-HMS	Configuration for HMS Licensing (Estimate)	$1,500	10	$22,500
PS-01	On-Site Training	$1,500	10	$15,000
EXP	Out of Pocket Expense[2]			$69,300
	PROFESSIONAL SERVICES & FEES TOTAL[3]			**$431,800**

Hansen Authorized Signature[4] _____

Date: Revised July 18, 2005 price quote by Tammi Rowlan

NOTES ***Please see Descriptions tab for detailed information on software***

[1] Phase 4 Professional Services to include configuration and implementation for the following processes:

Marine – 3 Licensing Processes

Police Department – 2 Licensing Processes

Harbor – 1 Permitting Process

Park & Recreation Department – 3 Permitting Processes

Special Events – 1 Permitting Process

[2] Expenses are estimated. Actual amount(s) to be billed as incurred.

[3] The unit costs, i.e. software costs per seat, hourly rates, daily rates etc. are firm and considered fixed. Hansen Information Technologies has put forth its best efforts to accurately determine the needs of your agency, but the precise needs cannot be determined at this juncture. The needs of a client, such as data conversion, training, project management, interface analysis and the number of seats of software required, are dependent upon the individual circumstances of that client. Therefore, Hansen Information Technologies cannot state unequivocally that all costs for the entire proposal are fixed and firm; although, every effort has been made to be as accurate as possible. *This quote indicates pricing based on the client completing some (about half) of the work.*

[4] Unless accompanied by an authorized signature above, this quote is for **budgetary purposes** only. If signed, this quotation is **valid for 90 days.**

Software, Professional Services & Fee Descriptions

EXHIBIT A LONG BEACH CA

Attachments Catalog	A collection of files that can be attached to Hansen 8™ records. The catalog points to a directory on a server that contains the actual files. A catalog may include a variety of types of files, such as images of common problems or instructional documentation records.
Cashiering License(s) (CM-01)	Hansen's Cashiering module provides you with the ability to perform front-office transactions with each of these Hansen module. The Cashiering module accepts payments, provides receipts to customers, and displays relevant information about the transaction and customer. It also features full keyboard input and direct interfaces to credit card readers, cash drawers, and receipt printers. In addition, bills which are not stored in your Hansen database can be paid and recorded under categories that you define.
Client Access License (CAL)	A license giving an individual user access to the Hansen 8™ product.
Crystal Report Writer	This represents Hansen's standard and ad hoc reporting module using a combination of off-the-shelf Crystal Reports software and Help Desk support. Clients have found that Hansen 8 includes the majority of the reports they need. However, for your unique reporting requirements, Crystal Reports, backed by training and phone support from professionals familiar with Hansen software will add the functionality you need.
Dashboard	A dashboard is a graphical display of key information, such as service requests submitted or inspections completed within a selected time period. The information can be presented in a variety of formats, including angular gauges, bar charts, line charts, linear gauges, odometers, and pie charts, giving you a quick overview of the status of your work assignments.
Data Miner	The Data Miner is a tool that allows you to view information from other parts of Hansen 8 that relate to a contact or location. For example, if your agency has purchased the Hansen 8 Customer Service product, you can use the Contact Data Miner to view any service requests submitted by that customer and the Location Data Miner to view any service requests associated with the address. When the Contact or Location Data Miner opens, it will display tabs for some of the products your agency has purchased.

***Dynamic* PORTAL™**

Hansen's *Dynamic* PORTAL™ provides several intention-specific service portals for Hansen customers. These portals will allow state and local governments to provide automated services from their Web sites as a service to their citizens/customers by simply providing users with a link to the hosted site. Page presentations for *Dynamic* PORTAL™ are branded to match agency standards for Web presence and site graphics. Services provided by these offerings will directly connect with the Hansen database. When a citizen selects a process from the *Dynamic* PORTAL™ page, a secured browser window (or portal) opens to receive the information required to complete the intended process. Prior to a *Dynamic* PORTAL implementation, it is assumed that the client will obtain and configure an application server according to the specifications detailed here: http://www.hansen.com/publications/DynamicPortal-specs.pdf.

Geo Administrator*™ *(ADM)

Hansen's GeoAdministrator™ is a robust toolset for editing and maintaining spatial data and the relationship to operational data. GeoAdministrator is an ArcGIS extension for creating and linking inventory from GIS, and QA the geometry against the inventory, assuring no orphans exist. 3 days of PS-GIS are required when purchasing GeoAdministrator™ which consists of data consulting, implementation, and training for up to 10 users.

LC-08 Building & Use Permits (Includes Use, Project, Planning)

Building permits are typically required and issued for the construction, alteration, addition or repair of both major and minor structures including commercial and residential buildings, sheds, detached garages, fences, decks, and pools. Building permits support plan review processes, field inspections, re-inspections, tracking and resolving code violations, auto assignment of both inspections and reviews, job estimation, calculating and managing fee schedules and the payment of fees. Additional conditions of approval can also be managed and tracked.

Use permits are issued to allow the use of public spaces or structures by private individuals and businesses or the use of privately owned building and building equipment by the public. The types of uses would include periodic safety inspections of elevators, pressure vessels and other building elements; temporary atypical storage uses, and special events such as flea markets, fairs, etc. Use permits support fee calculation and fee payment, periodic inspection schedules, auto assignment of inspections, review processes and conditions of approval.

Planning Actions are typically required when the boundaries or use of land is to be altered or actively developed. Typical planning actions include rezoning, subdividing, subdividing with commercial or residential development, special uses, and many others. Planning applications support complex review processes, the application and management of planning conditions, scheduling and tracking the results of board hearings, fee calculation and payment and additional conditions of approval.

Project Permits are intended to be used to manage larger construction 'projects' such as a major subdivision, shopping mall, or high rise building, that will allow the users to attach or link many individual building permits to that single large project. The Project module also supports the creation and management of standardized tract housing 'models' that can later be associated to many different individual building permits. Projects supports plan review processes, field inspections, re-inspections, tracking and resolving code violations, auto assignment of both inspections and reviews, job estimation, calculating and managing fee schedules and the payment of fees. Additional conditions of approval can also be managed and tracked.

LL-08 **Code Enforcement**

Code Enforcement 'cases' are used to track and abate discovered instances of violations of local, state, or federal ordinances or rules by private individuals or businesses. Case includes regular inspections, specially defined follow-up inspections, hearings (usually court or council) fine or fee assessment, and collection as well as other conditions that may apply. The Case product provides strong management capabilities with respect to specific code violations, enabling the tracking and management of multiple violations against a single location or individual.

LP-08 **Business & Trade Licensing**

Trade Licenses are used to issue and/or track professional certification in either the construction trades (mechanical, electrical, plumbing) or any other certification that the agency wishes to track (certified or licensed architect, third party inspections, etc). Trade licenses support reviews and testing as well as renewal processes, fee assessment and collection, and associating licensed individuals with other entities (such as contracting firms, developers, architectural firms, etc.).

General Licensing is used to authorize and track any of the following categories of activities: commercial licensing (business), equipment, animal, premises. Licensing includes the ability to manage multiple activity categories on a single 'master license' record (individual categories are referred to as endorsements), renewal processes, fee assessment and collection, review processes, and additional conditions of approval.

CS-08 **Customer Service**

The Customer Service (includes all the call center software, knowledge base, SOPs, and workflow). Hansen 8™ Customer Service product streamlines recording customer problem calls, dispatching field personnel, recording field inspections and their costs, and, if purchased with Hansen's Asset Management solution, provides the link between the customer call and the work in the field. With this tool, problem resolution is tracked along with the total cost from the call to the work.

Payments Schedule for SW Only

EXHIBIT A1: LONG BEACH SOFTWARE PAYMENT MILESTONE SCHEDULE

Milestone	Date*	Payment Terms	Estimated CALS	Payment Amount
Software Installation	See Gantt chart	90% of non-CAL software		$ 180,765
Phase 1 Start (P&B)	See Gantt chart	50% of estimated CALs for this phase	150	$ 121,875
Go Live for Phase 1	See Gantt chart	50% (+ or -) of true CALs for this phase		$ 121,875
Phase 2 Start (Code)	See Gantt chart	50% of estimated CALs for this phase	100	$ 81,250
Go Live for Phase 2	See Gantt chart	50% (+ or -) of true CALs for this phase		$ 81,250
	See Gantt chart	10% of non-CAL software		$ 20,085
Phase 3 Start (Bus Lic)	See Gantt chart	[redacted]	75	$ 60,938
Go Live for Phase 3	See Gantt chart	[redacted]		$ 60,938
Phase 4 Start (Misc Permits)	See Gantt chart	50% of estimated CALs for this phase	75	$ 60,938
Go Live for Phase 4	See Gantt chart	50% (+ or -) of true CALs for this phase		$ 60,938
			TBD	
			400	$ 850,850

Costs based on 400 user count		
Non-CAL Software	309000 x 35% discount	$ 200,850
CALs	2500 x 35% discount	$ 1,625

*Dates based on current timeline and moved up dates for phases 2 & 3

[redacted]

phase 1
phase 2
phase 3
phase 4

Exhibit B

Server and End User License Agreement
Between
City of Long Beach
And
Hansen® Information Technologies Inc.

This End User License Agreement ("EULA") is made and entered into by the City of Long Beach, a municipal corporation ("City") located at 333 W. Ocean Blvd, Long Beach, CA 90802 and HANSEN® INFORMATION TECHNOLOGIES INC. ("Hansen") located at 11092 Sun Center Drive, Rancho Cordova, CA 95670, on the following terms and conditions and as of the date executed by both Parties:

WHEREAS, Hansen owns the rights and possesses the intellectual property to certain computer software products and related services from which Hansen derives substantial independent economic value; and Hansen desires to supply City with software licensing and related services under the terms and conditions set forth, and;

WHEREAS, the City desires to obtain licensing for the use of the defined computer software products and access to related services covered under the Hansen-owned copyrights, trademarks, trade names, patents and intellectual property rights;

NOW THEREFORE, in consideration of mutual promises set forth, the parties agree as follows:

1. **License Granted**. Hansen grants to City a license ("License") to use the following items provided that City complies with all terms and conditions of this EULA:

a. *Installation —Server software.* "Server software" provides services or functionality on City's server (City's computers capable of running Server software are "Servers"). City may install and use one copy of the Server software on a single processor. City may also install a training and test instance, but only one production instance.

b. *Server Client Access License ("CAL") Requirements.* CALs that City acquires may be used in conjunction with any of City's Server software. City must acquire a separate CAL for each user that accesses or otherwise utilizes the services of the Server software.

Version Matching. Any CAL must have the same or later version number than the corresponding version number of the Server software being used.

c. *Reservation of Rights.* Hansen reserves all rights not expressly granted to City in this EULA.

d. *Downgrades.* Instead of installing and using the Server software, City may install and use one copy of an earlier version of the Server software on a single Server, provided that City completely removes such earlier version and installs the original Server software within a reasonable time. City's use of such earlier version shall be governed by this EULA, and City's rights to use such earlier version shall terminate when City installs the original Server software.

e. *Software Description.* A description of the software being provided is attached hereto as Exhibit A. Hansen hereby grants a license to City for the software listed on Exhibit A.

2. **TERM**. The license granted by this EULA is for perpetuity, unless violated by City or otherwise canceled by City. City may cancel this EULA at any time at its sole discretion.

3. **FEES**. The CITY agrees to pay HANSEN within 30 days from invoice date according as detailed in Exhibit A "Price Quote" and Exhibit A1 "Software Payment Milestone Schedule". All documentation deliverables shall only be invoiced upon review, agreement and written acceptance by the CITY. All technical deliverables (configurations, interfaces, installation, final data conversion, etc.) shall only be invoiced upon installation/implementation, testing, agreement and written acceptance by the CITY. Any changes initiated by either the CITY or HANSEN related to the scope of work or cost related to such will be processed according to Exhibit D, Section 1.7 "Change Management".

A finance charge of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is less, will be assessed on all payments that are past due. Any amount outstanding for more than sixty (60) days after the date of invoice shall constitute a breach on the part of City.

4. **INSTALLATION OF SERVER SOFTWARE ON PASSIVE FAIL-OVER SERVER.** If the Server software is used on a Server that fails, City may use the Server software on a temporary basis on a Server that is employed only for fail-over support.

5. **"MULTIPLEXING."** Hardware or software that reduces the number of users directly accessing or using the Server software does not reduce the number of required CALs. The number that City needs is based on the number of distinct inputs to the hardware or software "front end."

6. **NO RENTAL/NO COMMERCIAL HOSTING.** City may not rent, lease, lend, or provide commercial hosting services with the product.

7. **UPGRADES.** To use a product identified as an upgrade, City must first be licensed for the product identified by Hansen as eligible for the upgrade. After upgrading, City may no longer use the product that formed the basis for City's upgrade eligibility.

8. **ADDITIONAL SOFTWARE/ MODULE LICENSES.** This EULA applies to updates or supplements to the original product provided by Hansen, unless we provide other terms along with the update or supplement. The product may contain certain Modules (each, a "Module") that include a separate end user license agreement (a "Module Agreement"). The terms of any Module Agreement are herein incorporated by reference to this EULA; in the event of any inconsistencies between this EULA and any Module Agreement, the terms of this EULA shall control. Each assigned user will require a CAL. During the term of this Agreement, Hansen grants to City the right to acquire Licenses to additional application packages offered by Hansen, upon payment of the applicable license fees. In the event that City elects to exercise its rights to acquire Licenses to one or more of the additional application packages, the terms of the License for such additional application packages shall be as set forth in this Agreement.

9. **TRANSFER—Internal.** City may move the Server software to a different Server.

10. **LIMITATION ON REVERSE ENGINEERING, DECOMPILATION, DERIVATIVE WORKS AND DISASSEMBLY.** City shall not create or allow any other person or entities to create any derivative work or product based on or derived from the software, data model or documentation or modify any software, data model, or documentation without the prior written consent of Hansen. City may not reverse engineer, decompile, or disassemble the product, except and only to the extent that it is expressly permitted by applicable law notwithstanding this limitation.

11. **TERMINATION.** Without prejudice to any other rights, Hansen may cancel this EULA if City does not abide by the terms and conditions of this EULA, in which case City must destroy all copies of the product and all of its component parts.

12. **EXPORT RESTRICTIONS.** City acknowledges that product is of U.S. origin. City agrees to comply with all applicable international and national laws that apply to the product, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

13. **LIMITED WARRANTY**
Hansen warrants that the product will perform, without material deviations, in accordance with the specifications in the product documentation for a period of one hundred eighty days after the date of acceptance and will conform to the specifications stated in the Statement of Work without material deviations for a period of one hundred eighty days after date of acceptance.

If an implied warranty or condition is created by City's state jurisdiction and federal or state law prohibits disclaimer of it, City also has an implied warranty or condition, **BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (ONE HUNDRED EIGHTY DAYS). AS TO ANY DEFECTS DISCOVERED AFTER THE ONE HUNDRED EIGHTY (180) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND.** Some provinces/jurisdictions do not allow limitations on how long an implied warranty or condition lasts, so the above limitation may not apply to City.

Any supplements or updates to the product, including without limitation, any (if any) service packs or fixes provided to City after the expiration of the one hundred eighty day limited warranty period are not covered by any warranty or condition, express, implied or statutory.

CITY'S EXCLUSIVE WARRANTY REMEDY. Hansen's entire liability and City's exclusive remedy shall be, at Hansen's option from time to time exercised subject to applicable law, (a) return of the price paid (if any) for the product, or (b) repair or replacement of the product, that does not meet this limited warranty. City will receive the remedy elected by Hansen without charge. This limited warranty is void if failure of the product has resulted from accident, abuse, misapplication, abnormal use or a virus not introduced by or the result of the actions of Hansen.

14. **DISCLAIMER OF WARRANTIES.** The limited warranty that appears above is the only express warranty made to City and is provided in lieu of any other express warranties (if any) created by any documentation or packaging. **Except for the limited warranty and to the maximum extent permitted by applicable law, Hansen provide the product and support services (if any), and hereby disclaim all other warranties and conditions, either express, implied or statutory.**

15. **INDEMNIFICATION**. Hansen agrees to and does hereby indemnify, defend and hold City harmless from all claims, demands, causes of action, loss, costs (including reasonable attorneys' fees), and liability against any and all claims that the software infringes any rights of third parties in patent, copyright or trade secrets in the United States and any and all actions arising out of such claims. In the event of any such claim or action, Hansen shall have the option to either; 1) modify the software so as to render it non-infringing so long as it continues to conform to the specifications and warranties herein; or 2) procure for City the right to continue using the software. Any such indemnification under this Section shall be contingent upon City 1) promptly notifying Hansen in writing of any claim or action of which indemnification is sought; 2) immediately ceasing use of the software upon notice of any such claim or action; and 3) affording to Hansen sole control of the defense or settlement of any such claim or action.

16. **LIMITATION OF LIABILITY**. THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS EULA (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED TO THE TOTAL FEES PAID TO HANSEN FOR PROFESSIONAL SERVICES AND SOFTWARE. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM.

HANSEN
People. Government. Solutions.

Service and Maintenance Agreement

Subject to all terms of this Service and Maintenance Agreement (AGREEMENT), Hansen® Information Technologies (hereinafter referred to as "HANSEN") and the City of Long Beach, a municipal corporation (hereinafter referred to as "CITY") agree as follows:

1. **PRODUCT** - This AGREEMENT applies to the product(s) and module(s) licensed to CITY by HANSEN listed in Exhibit A "Price Quote" and as agreed to in a separate Server and End User License Agreement (including additional software purchases under that Agreement).

2. **PRICE** - CITY agrees to pay to HANSEN in advance, an annual fee for services and maintenance provided in accordance with this AGREEMENT listed in Exhibit A "Price Quote" and Exhibit A-1 "Payment Milestone Schedule".

3. **TERM** - This AGREEMENT will commence upon CITY placing any module of the Software into production or the date of acceptance, whichever occurs first, and continue for one year. CITY shall have the option to extend the term of this AGREEMENT for five (5) separate, consecutive periods of one (1) year each with HANSEN'S consent. The parties shall sign amendments memorializing each extension. The annual fee shall remain the same as the prior year unless CITY is provided written notice of a price change sixty (60) days prior to the expiration of the prior term. The annual fee will increase if CITY purchases additional CALS or Server Licenses.

4. **SERVICES** - HANSEN shall provide the following services to CITY during the term of this AGREEMENT:

   a) CITY shall receive, when available, updates applicable to CITY'S specific version of HANSEN application software within the same operating environment.

   b) CITY shall be able to utilize toll-free technical phone support through the Help Desk for technical issues relating to the installation and use of the licensed software (Hansen Version 8.x). The telephone support will be available Monday through Friday between the hours of 5 a.m. – 5 p.m. Pacific Time by dialing (800) 8- HANSEN.

   c) Distribution of updates to CITY'S HANSEN application software to resolve any malfunctions or logic problems that have been identified and corrected in the application software.

5. ***SERVICES NOT COVERED*** - HANSEN will not provide any additional services to CITY during the term of this AGREEMENT including but not limited to:

   a) HANSEN will only support application software that is the most current version running on the operating system and is vendor supported.. Distribution of updates and enhancements, telephone support and functional corrections will only be made available for current operating systems. CITY is responsible for maintaining compliance with the "industry standard" version of the relevant operating system. CITY should determine that an upgraded version of a component part of the Hansen product (Oracle for example) has been certified prior to installation.

   b) HANSEN is not responsible for loss of data due to lack of sufficient backup files. CITY is responsible for following standard backup procedures to insure data integrity.

c) Custom programming or the development of specialized routines not associated with 5(a), 5(b) and 5(c) are not covered under this AGREEMENT.

d) Data conversions and problems associated with data conversions are not covered under this AGREEMENT.

6. **HANSEN SYSTEM DEFECT CLASSIFICATIONS** – It is recognized that despite the precautions associated with software, defects may be encountered. These defects are defined in criticality categories:

a) ***Category I – System failure.*** Software does not work, data cannot be input, reviewed, or revised. The system is inoperable. This failure is due to HANSEN'S software failure, not related to database or system difficulties.

b) ***Category II – Key Hansen component failure.*** One or more Hansen modules or functions do not work. In this case core functionality remains, however the system is not fully operable. It might not print, for example.

c) ***Category III – Minor Hansen failure or defect.*** A calculation does not properly function, printing might not be available for one feature, indexing might not have full functionality. These generally center on a configuration issue or error. The system works and work-arounds may be used.

d) ***Category IV – Defect,*** A feature or change in Hansen functionality desired by CITY is not available or needs redesign or a misspelling or incorrect link is encountered. Full functionality remains available.

7. **RESPONSE GOALS AND ESCALATION –**

Response goals are based upon the Category and Criticality of the problem.

a) Response goals for Category I will be within two hours of initial reporting (during Hansen customer service hours). HANSEN will provide standard technical telephone support to resolve the problem.

b) Response goals for Category II will be within four hours of initial reporting (during Hansen customer service hours). HANSEN will provide standard technical telephone support to resolve the problem.

c) Response goals for Category III issues will be within four working hours of initial reporting. Normally, defects of this nature are resolved through installation of new software or "bug fixes," or changes in the customized system configuration.

d) Responses for Category IV issues will be addressed as enhancement requests and minor corrections. These will be distributed in standard software releases and upgrades.

Service Escalation

In cases where a solution cannot be provided to restore major functionality within six working hours after receipt of the initial call (Categories I and II), Hansen will assign its technical and programming team to resolve the difficulty. If the difficulty cannot be resolved in a timely fashion after the initial call, HANSEN technical personnel may be dispatched to the site at HANSEN's discretion. CITY shall provide technical staff support, access and expertise to assist HANSEN at a mutually agreed upon date and time. In all occurrences of Category I and II issues, HANSEN will endeavor to restore system functionality as soon as possible.

HANSEN will use electronic delivery of files and software patches where possible, or overnight delivery if required. In cases of system failures (Categories I and II) next flight out delivery of media will be made. CITY shall be responsible to take delivery at the closest practical airport.

Category III issues will be resolved as rapidly as practical provided they degrade system performance or significantly decrease functionality. Electronic delivery of new software or additional files may be appropriate. In cases where files are too large for satisfactory electronic delivery, overnight mail will be used.

Category IV issues will be reviewed and resolutions will be distributed through standard upgrade and update distributions. Enhancement suggestions should be made in writing and sent to the Hansen Help Desk at 11092 Sun Center Drive, Rancho Cordova, California 95670-6109.

All reports of system problems should be referred to the Hansen Help Desk, 1-800-8HANSEN. These calls will be logged into the system and dispatched to the appropriate work groups. In the event the Hansen Help Desk cannot be reached through the toll free number, the Hansen general number should be used, or e-mail to helpdesk@hansen.com.

If satisfaction is not received, the complaint should be directed to the Hansen Service manager, then to the Account Manager.

8. **ADDITIONAL SERVICES** - Services outside the scope of those described in 5(a), 5(b), and 5(c) above may be provided on a Time and Materials basis, Flat Fee basis, or may require on site work at a negotiated price.

9. **LIMITATION ON LIABILITY** – THE AGGREGATE LIABILITY OF HANSEN ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SOFTWARE, OR DOCUMENTATION (REGARDLESS OF THE FORM OF ACTION OR CLAIM – E.G. CONTRACT, WARRANTY, TORT, MALPRACTICE, AND/OR OTHERWISE), IS LIMITED TO THE TOTAL FEES PAID BY CITY UNDER THIS SERVICE AND MAINTENANCE AGREEMENT. HANSEN SHALL NOT IN ANY CASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HANSEN IS NOT RESPONSIBLE FOR LOST PROFITS OR REVENUE, LOSS OF USE OF THE SOFTWARE, LOSS OF DATA, COSTS OF RE-CREATING LOST DATA, THE COST OF ANY SUBSTITUTE EQUIPMENT OR PROGRAM, OR CLAIMS BY ANY PARTY OTHER THAN CITY.

10. **SOLE REMEDY AND ALLOCATION OF RISK** – CITY'S SOLE AND EXCLUSIVE REMEDY AND HANSEN'S SOLE AND EXCLUSIVE LIABILITY IS SET FORTH IN THIS AGREEMENT.

11. **MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER** - No modification, amendment, supplement to or waiver of this AGREEMENT or any of its provisions shall be binding upon the parties unless made in writing, duly signed by authorized representatives of both parties and refer explicitly to this AGREEMENT. A failure or delay of either party to this AGREEMENT to enforce any of the provisions of this AGREEMENT, or to exercise any option herein provided, or to require performance of any of the provisions hereof, shall not be construed as a waiver of such provision of this AGREEMENT.

12. **SEVERABILITY** - In the event any one or more of the provisions of the AGREEMENT is for any reason is held to be invalid, illegal or unenforceable, the remaining provisions of this AGREEMENT shall be unimpaired.

13,. **NON-PAYMENT** - This AGREEMENT may be terminated with Notice if payment is not received within forty-five (45) days after its due date. If CITY is forty-five days or more delinquent on any obligation to HANSEN, HANSEN may suspend services provided by this AGREEMENT until CITY pays its obligation. No credit or refund will be provided during any period of suspension.

14. **NOTICES**. All notices and demands required or permitted under this Agreement shall be in writing and may be delivered personally to one of the persons set forth below, or sent by registered or certified mail, return receipt, postage prepaid, or by an overnight express service, e.g. Federal Express, Airborne Express, etc., to the persons and addresses set forth below. Any notice or demand delivered as aforesaid shall be deemed to have been given on the date shown on the return receipt, the date shown by the overnight express service, on the date of personal delivery, whichever occurs first. Said notices shall be delivered or addressed as follows, or to such other address and to the attention of such other person as either party may designate to the other in writing:

Attn: Mark Watts, President
Hansen Information Technologies, Inc.
11092 Sun Center Drive
Rancho Cordova, CA 95670
T: (916) 921-0883
F: (916) 921-6620

Attn: City Manager
City of Long Beach
333 W. Ocean Blvd.
Long Beach, CA 90802

COPY TO:
Diane Sorensen
Contracts Administrator
CITY OF LONG BEACH
333 W. Ocean Blvd., 12th Floor
Long Beach, CA 90802
Office: 562 570-6650
Fax: 562 570-5270

15. **TAX** – It is the policy of CITY to self-accrue use tax associated with its purchases and contracts. The use tax that is self-accrued will be remitted to the State of California pursuant to CITY'S permit with the State Board of Equalization.

EXHIBIT D

Statement of Work

City of Long Beach, CA

Community Development and Regulation

HANSEN®

People. Government. Solutions.

November 16, 2005

TABLE OF CONTENTS

1 Project Introduction

1.1. Overview

Hansen Information Technologies has been chosen by the City of Long Beach, California to provide the application software and associated professional services for four major functional areas of the City and several minor functional areas. The functional areas include the following:

- Planning
- Building Permits
- Code Enforcement Cases
- Business Licensing
- Miscellaneous Permits and Licensing

The functional templates that will be used in the Hansen 8 CDR Module include the following:

- Building Permits
- Code Enforcement
- Planning
- Business Licensing
- Customer Resource Management

The intent of this document is to provide a thorough and accurate description of:

- **What** products and services will be delivered?
- **How** the products and services will be delivered?
- **Who** will deliver which products and services?
- **When** the products and services will be delivered?
- **Where** the products will be delivered and the services will be performed?

The project will commence as noted in the Agreement and a detailed project timeline will be provided as an early deliverable. It is anticipated, based on the information provided thus far, that the project will take approximately 18-24 months.

1.2 Software & Professional Services To Be Provided

Hansen shall implement the following products prior to project completion:

- Hansen CDR
- Hansen CRM
- Hansen HMS (Mobile Solution)
- Hansen Dynamic Portal
- Hansen GeoAdministrator

See the Software Deliverables section 2 of this document for an explanation of the City's deployment requirements for these modules.

1.2.2 Professional Services to be provided by Hansen:

- System Implementation, Project Management, and Project Director Services
- Software set-up and installation for Hansen 8
- Business Process Analysis and Configuration Design
- Data Conversion Review and Assistance
- System Configuration
- Interface Analysis, Design, Development, Testing and Installation
- Hansen 8 Training
- GIS Consultation
- Onsite training

See the Professional Services Deliverables section 3 of this document for a description of each service and explanation of the City's deployment requirements for each service.

1.3 Implementation Methodology

1.3.1. Project Planning

Hansen will develop a timeline and activities plan by outlining each milestone and deliverable required for implementing the Hansen Software. This plan will outline and schedule all required project tasks, milestones and deliverables for all activity processes that are listed in section 2 of this document. A draft timeline is included in the Statement of Work. The final project plan will be prepared by Hansen, with the input of the City's project manager, and will be the first project deliverable.

The City's project manager will track the progress of each activity against the project plan. All project teams will document and coordinate their activities to the plan. Progress will be reported to the project manager and evaluated on a weekly basis.

The implementation of the Hansen solution will involve the following types of activities performed by Hansen. Within each activity will be a series of sub-tasks detailed in the Project Plan.

- Business Process Review/Validation and Configuration
- Training Development and Execution
- System Interface Development
- Data Conversion

1.3.2. Business Process Review and Configuration

Hansen will evaluate all appropriate processes, determining cross-functional process linkages and translating these processes into the suitable Hansen application type. The key milestones in each process will be configured into the Hansen software to recreate the City's process workflow using the following seven-step approach:

- Business Process Definition Review and Validation
- Diagramming Conceptual Design Processes
- Process Design Documentation & Sign Off
- Configuration of Conceptual Designed Processes
- Application Testing
- Final Process Documentation
- Final Process Acceptance & Sign Off

1.3.3. Training Plan

Hansen will design and develop training curriculums for each functional group, develop a training plan and provide standard training to the City's project teams and end users. Hansen instructors will incorporate appropriate training sessions into the project plan and classes will be scheduled by the Hansen and City project managers to meet project deadlines.

The City's Implementation Team will be responsible for the review and approval of all training programs for the respective user communities prior to delivery. The City will provide a student list for each scheduled training session and obtain supervisor permission for mandatory attendance of training sessions. Department managers should anticipate these training sessions and reallocate resources to cover each student's regular tasks.

The training plan developed by Hansen will address the instructional requirements of the approximately 200 staff for the deployment of all Hansen applications. In the event that this estimate of instructional demand increases significantly, the City will be responsible for procuring supplemental training sessions from Hansen or utilizing the "train-the-trainer" approach.

1.3.4. Interface Plan

Hansen will plan, analyze, design, develop, test and install the interfaces defined in Appendix A of this document. The interface development process will be done in two parts. The first is to analyze the existing system and provide a System Interface Control Document. This Document will detail the operation of the interface, how it will work, and data flow. The second part of the development process is to for Hansen to code the interface according to these requirements.

Hansen's responsibilities start with the preparation of an Interface Control Document for each interface. This document will consist of:

- A data structure design of intermediary tables to be used for the import and export of data.
- A map of the placement of incoming data from the intermediate tables into the Hansen 8 data model.
- A map of the placement of outgoing data from the Hansen 8 data model into intermediate tables.
- A description of the frequency of import and export tasks to support each interface.
- A description of the processing that is to take place upon receipt of imported data, including data validation, exception processing and reporting.

The City's Legacy Application Support personnel will provide technical support in the planning, analysis, design, testing and installation tasks. Additionally, the City will provide subject matter personnel who will be responsible for coordinating the information exchange with legacy and other third party solutions that have been deployed in the City. The City's Legacy Application Support personnel will be responsible for providing services and information related to importing data to the legacy system or exporting data from the legacy system as agreed upon in the Interface Control Document. These tasks may include:

- A map of the placement of incoming data from the intermediate tables into the third party or legacy application data model.
- A map of the placement of outgoing data from the third party or legacy application data model into the intermediate tables.
- A description of the frequency of import and export tasks to support each interface within the third party or legacy application.
- A description of the processing that is to take place upon receipt of imported data by the third party or legacy application, including data validation, exception processing and reporting
- Producing output files from the legacy system and incorporation of any output files from Hansen into the legacy system.

1.3.5. Data Conversion Plan

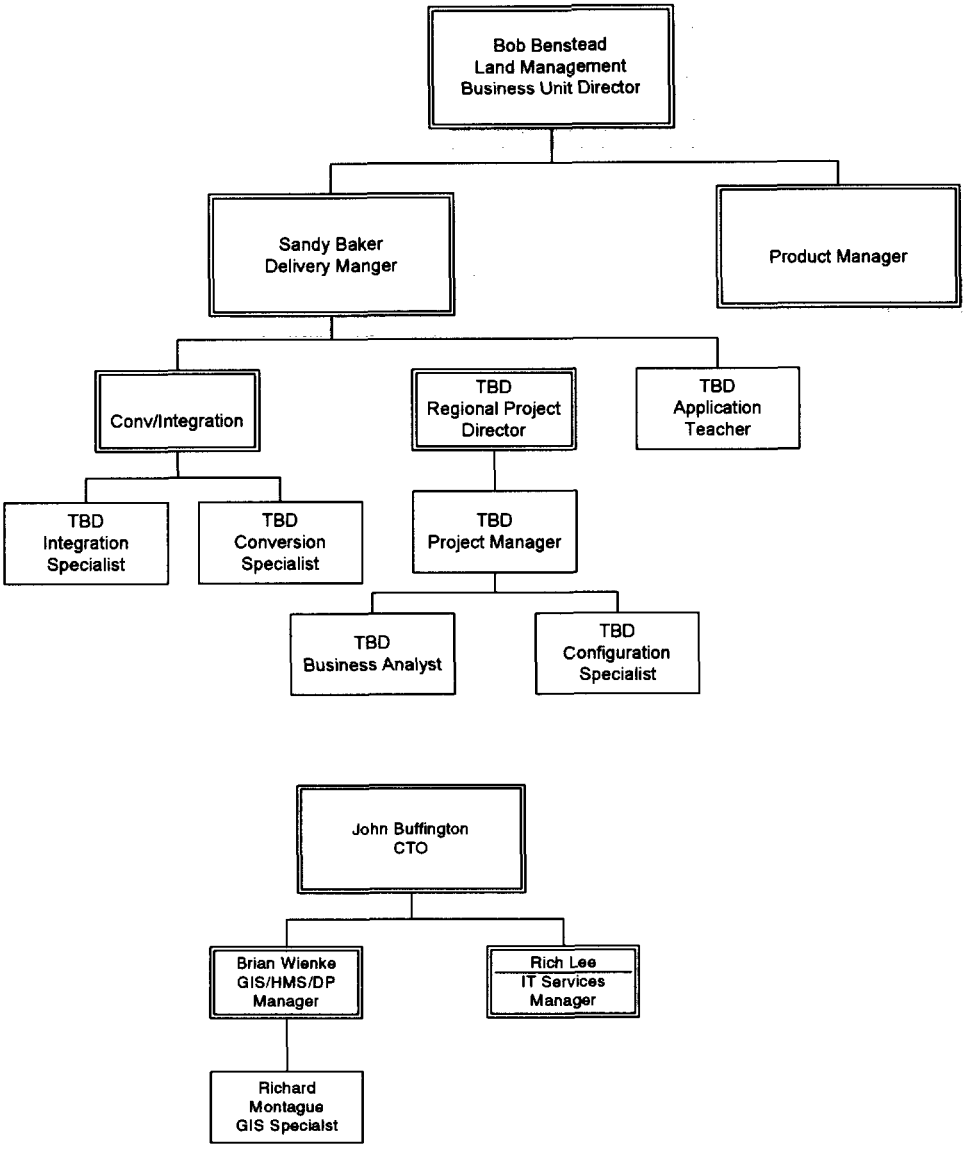
The City will be responsible for extracting legacy data in a format agreed to by Hansen, approval of the data conversion documents, assistance in defining the test criteria, testing, and final acceptance of the conversion efforts.

The first step in the data conversion process will be to analyze the raw data, create a data map, and describe exactly how the data will flow into Hansen. All information in this first step will be provided by the City as a Data Conversion Standards Document. Once this document is agreed upon and signed by the City Project Manager and Hansen, the second step will be for the Hansen to convert the data.

The Conversion Control Document (for each data source to be converted) will consist of:

1. A data element dictionary for the legacy system (if possible)
2. A map of the placement of legacy data into the Hansen 8 data model.
3. An identification of any legacy data that may not be converted into Hansen 8 with a description of the cause, such as, no obvious fields in target database.
4. A description of any translations or transformations that must take place to allow the legacy data to be represented in the Hansen data model.
5. A description of the data conversion process with clear identification of tasks and responsibilities.

1.4 Hansen Staffing Assumptions for Implementation



1.4.1. Project Director

Primary responsibility will be to assist project team when needed and provide issue resolution when necessary

Responsibilities include:

- Conduct initial project startup meeting with the City's Project Manager.
- Coordinate resources for Hansen's activities.
- Senior Management contact from Hansen for the duration of the project.
- Provide issue resolution as needed
- Participate in project reviews, with the Hansen project team

1.4.2 Project Manager

Primary responsibility will be to manage the project resources, timeline, status reports and billings

Responsibilities include:

- Conduct initial project startup meeting with the City's Project Manager.
- Coordinate Hansen's activities with the City's Project Manager during the project duration.
- Primary contact from Hansen for the duration of the project.
- Participate in project reviews, as requested by City's Project Manager

1.4.3. Business Process Analyst/Configuration Specialist Staff

Primary responsibility will be to oversee the business process review for all identified agencies/departments. The Business Process Analyst will be available to the project on an as needed basis.

Responsibilities include:

- Review and analyze the "as-is" business process documents produced by the City's Implementation Teams.
- Formulate and document "to-be" business processes.
- Configuration of system prototyping activities based on detailed process documentation submitted by project Team
- Create table code lists according to City's requirements with the City's assistance
- Create custom page items according to design with the City's assistance
- Create Oracle tables for custom page items with the City's assistance
- Input, inspect, review, and test customized code with the City's assistance
- Manage prototype testing
- Manage modification of system prototype according to Implementation Team recommendations
- Manage finalizing system prototype through reiteration of system design and testing
- Recreation of setups in Production environment as needed.
- Trigger development, if needed
- Transfer application set up and operating knowledge to City project staff

1.4.4. System Instructor

Will be assigned to the project for the purpose of developing customized training curriculums, developing a training plan, and providing project team end-user training.
Responsibilities include:

- Organize required meetings with the City's Project Manager to determine the City's training needs.
- Develop a training plan
- Develop customized training curriculum based on results of process review and the City's training needs.
- Conduct Hansen training sessions according to established schedule
- Hansen will provide training materials in electronic format with the ability to reproduce them.

1.4.5. Conversion specialists

Will be assigned for the purpose of conducting data conversion. Responsibilities include:

- Primary contact for project conversion
- Evaluate sample database (s) and metadata files submitted for Hansen conversion
- Provide recommendations on conversion approach
- Identify conversion issues
- Conduct test data conversion from legacy system into Test environment
- Conduct final data conversion into Production environment

1.4.6. Interface specialists

Will be assigned for the purpose of creating system interfaces. Responsibilities include:

- Primary contact for project interfaces
- Evaluate sample data and external systems
- Provide recommendations on interface approach
- Identify interface issues
- Create interface control documentation and revise according to City review comments
- Develop interface programs according to final interface control document
- Test interfaces in test environment
- Revise interface programs according to review comments from the City staff
- Create final interfaces in Production environment

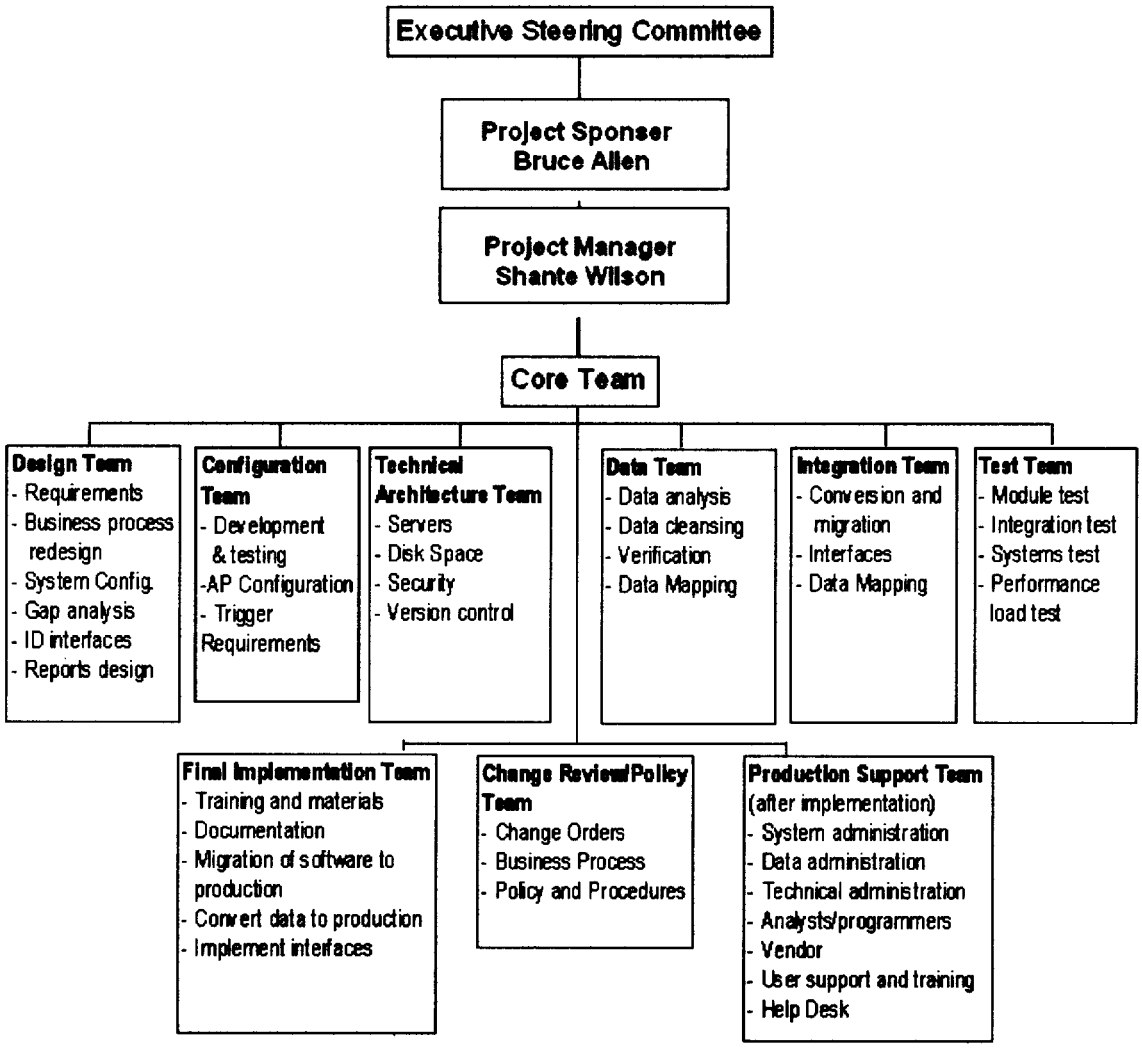
1.4.7. IT Support

Will be available for the software setup and configuration. This person will also be the main contact for the City in defining the hardware/software requirements for the lab testing portions of the project.

Additional Hansen staffing resources may be acquired by the Client to provide project support upon availability and Hansen's standard rates.

1.5. City Staffing Assumptions for Implementation

Upon project commencement, roles and responsibilities for each City team lead will be assigned.



1.5.1. Project Administrator

It is expected that the City will appoint one person to fulfill the role of primary contact for Hansen with regard to contractual topics.

- Finalize and negotiate contract
- Final approval of invoices
- Final approval of implementation schedule
- Sign off on Hansen's Conversion Control Document and Interface Control Document
- Serve as coordinator of the project's steering committee
- Communicate and report project status to top levels of City management
- Conduct senior management briefings
- Approve project plan changes
- Approve project scope changes
- Work closely with the City's project manager
- Staffing Plan
- Provide oral status reports and presentations to the Steering Committee
- Approve all project expenses

1.5.2. Executive Steering Committee

It is expected that the City will appoint a steering committee to provide oversight to the entire project. The committee should consist of a member of senior management from each of the service organizations that will be implementing the Hansen application, as well as, a senior member from the Information Systems and Finance Departments. The primary responsibility of the Steering Committee is to review and approve:

- Major changes to Scope of Work
- Project budget
- Change orders affecting project schedule or budget
- Public announcements
- Recommendations on issues, which might affect the project's success.

The Steering Committee should meet at least monthly during the implementation to review project development progress and issues and more frequently as the need arises. The activities of the Steering Committee will be coordinated by the City's Chief Information Officer. The Hansen Project Manager may be requested to attend certain meetings of the Steering Committee, depending on the topics to be reviewed.

1.5.3. Core Implementation Team

It is expected the City will appoint an Implementation Team for each application project to be headed by a Project Functional Lead. The purpose of each team is to provide necessary business knowledge and day-to-day leadership functions required for successful implementation of a particular application. The team should consist of subject matter experts from each of the service organizations involved in the project. It is expected that these appointments will be full-time for the duration of the project. Also, participating in the effort on a part-time basis should be an application support administrator from Information Systems and a financial analyst from Finance Department. The Implementation Team will work closely with the Hansen Team to facilitate the implementation of Hansen and third party software for each application.

1.5.4. Project Manager

This is a full-time position for the duration of the project. In general, this person is responsible for the day-to-day oversight of the project and reports to the Steering Committee. Specifically, the responsibilities of this position are:

- Create the master project plan and time line with assistance from Hansen PM.
- Prepare modification requests and change orders, as required.
- Prepare project resource plan.
- Coordinate project team resources.
- Prepares and submits purchase requisitions
- Participate in daily project activities.
- Schedule and coordinate project tasks.
- Track progress on project tasks.
- Track and mitigate all project issues.
- Track all project expenses.
- Provide periodic, written project status reports to interested parties.
- Project Schedule
- Staff training plans
- Roll out and transition plans

1.5.5. Business Analyst/Subject Matter Experts/Project Leaders

These are anticipated to be primary job assignments up to full-time for the duration of the subproject to which the person is assigned. In general, this person is responsible for guiding their organization through the transition from the City's legacy system to the Hansen application. The position reports to the Project Manager for day-to-day project direction. Specifically, the responsibilities of this position are:

- Participate in implementation team tasks
- Provide input to the project plan, representing their organization's requirements
- Review and approve the project plan for their application and organization
- Document the "as-is" business processes for their organization
- Assist the Hansen business analyst to develop the "to-be" business processes for their organization
- Assist the Hansen application set up personnel with answers to configuration questions for their organization
- Provide periodic project progress reports to their respective service organizations
- Facilitate issue resolution within their service organizations
- Coordinate implementation tasks within their service organizations, such as, manual data conversion from the legacy application to the Hansen application
- Coordinate the data conversion process within their area of application expertise
- Assist users in the data scrubbing and clean up tasks prior to conversion
- Prepare application-specific acceptance test criteria and test cases
- Conduct application-specific acceptance tests
- Assist the Hansen training specialist to develop the training plan for their organization
- Customize Hansen's standard reports to adhere to their organization's requirements

Note: Implementation team members will be expected to dedicate a significant amount of time to the project implementation. It may be necessary to reallocate staff to cover the team member's regular work assignments.

1.5.6. System Administrator

This should be considered a full-time project position. The person assigned this role will be responsible for the providing on-going technical support to the user community upon completion of the project. Specifically, the responsibilities of this position are:

- Creates and maintains the technical task schedule for the project.
- Conducts laboratory testing of Hansen's client-based software for compatibility with the City's application portfolio prior to its distribution to production environment.
- Prepares all purchase specifications for supplemental computer equipment and services.
- Coordinates the City's technical support activities for the project.
- Assists the Hansen application set up specialist with the initial installation and configuration of all of the software and hardware components of the servers and workstations.
- Prepares and maintains a list of workstations to be loaded with Hansen client software.
- Establishes and administers application security profiles for the user community.
- Assists user community utilize Hansen's application configuration tools, such as, Menu Editor, Tab Editor to implement custom screens, tabs and data variables.
- Assists user community utilize Hansen's library of canned reports or native Crystal Reports to create custom reports for their organization.
- Collects, reports and tracks the status of Hansen software trouble reports.
- Coordinates the testing and installation of Hansen software upgrades.
- Monitors the performance of the applications and investigates performance problems.

1.5.7. Database Analyst

This is a part-time, as needed position.

- Assists Hansen data conversion specialist in the data conversion process by providing information about the City's legacy databases.
- Assists the Hansen application set up specialists in the creation of Oracle tables for test, training and production instances, implementing data access security
- Assists in troubleshooting data-related problems.
- Assists the City's application specialists in development of data conversion programs for components of the legacy systems that Hansen has not been contracted to convert.
- Monitors the performance of the Hansen database, optimizes data distribution and indices and investigates performance problems.
- Establishes and implements data back up processes.

1.5.8. Geographic Information System Analyst

This is a part-time, as needed position.

- Assists Hansen data conversion specialist in the data conversion process by providing information about the City's legacy GIS databases.
- Assists the Hansen application set up specialists in the installation, testing and deployment of Hansen's Geomedia Interface.
- Assists the Hansen application set up specialists and users in the integration of GIS data with the corresponding asset types within the Hansen database.
- Assists in troubleshooting GIS data-related problems.

1.5.9. Technical Services Support

- Assist the Hansen application set up specialists in the installation, configuration, testing and deployment of Hansen's server-based software within the City's servers.
- This is a part-time, as needed position

1.5.10. Legacy System Application Support

These are part-time, as needed positions. The phrase "legacy systems" is used to identify all computer systems that are in existence prior to the deployment of Hansen software, not just mainframe application systems.

- Assists the City's subject matter experts in preparing documentation about the "as-is" business processes for the legacy application to be replaced by Hansen software.
- Assists the Hansen application set up specialist in preparing documentation about the "to-be" business processes for the legacy application to be replaced by Hansen software.
- Assists the Hansen application set up specialist in preparation and execution of an acceptance test plan for the Hansen software that replaces a legacy application.
- Assists Hansen data conversion specialist in the data conversion process for the legacy application to be replaced by Hansen software by providing information about the City's legacy application logic, database structure.
- Creates and executes data extraction routines for the data conversion tasks.
- Assist Hansen data conversion specialist in the validation of the data conversion processes for the legacy application to be replaced by Hansen software
- Assists the Hansen interface specialist in the preparation of the interface control document for their application interface.
- Coordinates the interaction between Hansen interface specialist and the City's third party solution providers/consultant for design, development, testing and implementation of each interface between Hansen and the third party system.
- Assists the Hansen interface specialist in preparation and execution of an acceptance test plan for the Hansen software, which interacts with legacy applications.
- Assists the Hansen training specialist, attends user training sessions and assists in the training of the user community, as requested.
- Designs, develops, tests and installs custom reports in the event that no standard report in the Hansen library satisfies the user's reporting requirements.
- Transition from legacy application system support to Hansen application support, as required by Information Systems management.

1.5.11. Desktop Systems Support

- Replace existing workstations that fall below the Hansen standards for operating their client software.
- Ensure network connectivity to all necessary Hansen 8 web pages and applications
- Ensure all necessary third party software is available on all workstations running Hansen 8. See section 1.10 for more details about hardware requirements

1.6. Project Staffing

Project Staffing assumptions for positions and time commitments are listed below:

Project Team

Hansen Information Technologies	Time Commitment
Project Director	¼ time for duration of project
Project Manager	Full Time duration of project
Business Process Analyst	Full Time for defined periods then as needed
Configuration Specialist	Full Time for defined periods then as needed
System Trainer	As needed
Integration Specialist	As needed
Conversion Specialist	As needed
IT Support	As needed

Long Beach	Time Commitment
Exec Steering Committee	Limited time as needed
Project Director	¼ time for duration of project
Project Manager	Full time for duration of project
Design Team	Full time during design phase of the project
Configuration Team	Full time during configuration and testing phases of the project
Technical Architecture Team	Limited time
Data Team	¾ time as needed for each data set
Integration Team	¾ time as needed for each integration component
Test Team	Full time during testing phase of the project
Final Implementation Team	Full time during final implementation phase of the project
Production Support Team	Limited time after go live

1.7. Change Management

Change management is necessary to control the project scope, schedule and costs as defined by this document and the project contract. Change management will also be used to manage scope changes to individual deliverables that have already received approval such as design documentation, setups, interfaces, data conversion, etc.

The following change management procedures will be followed:

Intake

- A change request will be submitted on a form provided by project management
- A written description of the business need to justify the change must be provided with each change request submittal

Evaluation

- All requests will be tracked in a spreadsheet or change request log
- At the time of entry, the request will be assigned an initial Priority and Severity by the City's Change Control Committee
- For those requests where both the business and the project see likely benefit, further analysis as to costs, benefits, impacts, and options will be conducted.
- Upon completion of this further analysis, enhancement requests will be assigned a high, medium, or low development priority by the City's Change Control Committee
- Once the recommendation by the City's Change Control Committee has been reviewed in this context, the recommendation may be presented to project management for final prioritization and authorization to proceed.
- Changes that are accepted may require additional project funding or may require that the project schedule change.

Prioritization

- Enhancement requests with significant cost and schedule impacts will be presented to the Steering Committee or business sponsors for prioritization and authorization. Additional funding may also be requested to support the change.
- The Steering Committee will also be involved whenever an escalation process is needed

Deployment

- Change requests that are accepted will be worked into the overall project plan and will undergo the same level of planning
- Upon completion of planning and design work, the change will be deployed

1.8. Communication Plans

Periodic communication to project staff, City staff, management and the Steering Committee is necessary to keep all vested parties informed of progress. At a minimum, the following communications will be delivered throughout the duration of the project:

- The Hansen project manager will submit a bi-weekly status report to the City Project manager.
- The City Project Manager will organize regular meetings to update the Project Administrator and Steering Committee on the project status.
- The City Project Manager will deliver regular status updates to City staff and management on the progress of the project.

1.9. Facility Requirements

The City will provide the following facilities and accommodations for the dedicated and transient members of the Hansen Project Team:

- Project Team Work Space – The City will provide a work space that will allow the Hansen Project Team to facilitate interaction with the City's Implementation Teams for the duration of the project. The workspace must provide cubicle offices, a chair, phone and network connection for at least three Hansen employees. The City must also provide access to a printer, copier, and fax.
- Conference Rooms – The City will provide access to conference rooms that can be reserved for project activities throughout the duration of the project as needed. Break out workspace must also be available for both planned meetings and spontaneous group discussions.

In addition to these on-site requirements, it is highly recommended that the City provide remote access to key Hansen personnel during the life of the project. Due to the relative complexity and newness of the Hansen 8 software, providing remote access will allow for much faster resolution of technical issues when offsite input is required from Hansen developers, system integrators, etc.

1.10. Hardware\software requirements for Hansen 8

Workstations
Specific workstation hardware and software requirements will be provided prior to the initial software delivery.

Database Server
Follow the recommendations of your database software provider.

Application Server
Specific hardware requirements will be provided prior to the initial software delivery.

2. Software Configuration

2.1 Planning

The Land Management module of Hansen 8 will be utilized to manage and track all Planning department case types from pre-application through recordation, adoption, or resolution. It will also track and manage the Conditions of Approval generated during the planning process.

In order to implement City workflow, the following functionality will be included:

- Adding custom fields for the capture of data specific to the City
- Bulk processing of transactions in order to expedite processing of tracts and planning activities, (including activities related to fees, conditions of approval, case status, case data, planning reviews and bonding)
- The ability to track the time spent on specific tasks and activities
- The ability to add, edit, and manipulate the City's library of Conditions of Use
- The ability for other departments to input their Conditions of Approval/Use: Fire, Police, Transportation, and Planning/Land Use

- The ability to track the location of plans
- The ability to log user specific comments that cannot be edited by another user
- The ability to search for cases and case details using wildcards
- The ability to integrate with GIS map data and view the spatial data for a given address or parcel number
- The ability to track hearings by the various commissions and boards that are part of the planning process including dates, attendees, findings, etc.
- The ability to prepare and track notices regarding planning activities
- Other functions as required to meet the City's functional requirements, per the RFP documentation or agreed to processes.

2.2 Building Permits

The Land Management module of Hansen 8 will be utilized to track commercial and residential construction permits, and corresponding plan checks and inspections as needed by the Building Department. It will also track and manage the Conditions of Approval generated either during the planning process or within the Building Department.

In order to implement City workflow, the following functionality will be included:

- Adding custom fields for the capture of data specific to the City
- Bulk processing of transactions in order to expedite processing of tracts and multiple permits, (including activities related to fees, conditions of approval, permit status, permit data, plan checks/reviews, and inspection)
- The ability to track the time spent on specific tasks and activities
- The ability to add, edit, and manipulate the plan corrections and comments
- The ability for other departments to clear their Conditions of Approval/Plan Corrections: Fire, Health, Transportation, and Planning/Land Use
- The ability to track the location of plans
- The ability to log user specific comments that cannot be edited by another user
- The ability to search for permits and permit details using wildcards
- The ability to have multiple permit types on one permit
- The ability to integrate with GIS map data and view the spatial data for a given address or parcel number
- The ability to assign inspectors to inspections based on area, skill, and daily capacity
- The ability to manage required inspections
- The ability to allow citizens to apply for permits, request inspections and view the status of their permits online through Hansen's eDynamic Portal
- The ability to conduct work in the field via HMS.
- Other functions as required to meet the City's functional requirements, per the RFP documentation or agreed to processes.

It will also allow for integration with other departments as determined necessary by the permitting process. This includes Fire, Planning, Business Licensing, Code Enforcement, Health.

As part of the building permitting process there are other permits that may be required to complete the process such as Right of Way permits from Public Works.

There are currently 5 permitting processes that have been identified for the Building Department and 2 processes identified for the Public Works Department.

2.3 Business Licensing

The Land Management module of Hansen 8 will be utilized to manage and track all Business Licensing types. The City shall use this template following project completion.

In order to implement City workflow, the following functionality will be included:

- Adding custom fields for the capture of data specific to the City
- Bulk processing of transactions in order to expedite processing license renewals
- The ability to generate renewal billings, process receipts and generally manage the renewal process
- The ability to track the time spent on specific tasks and activities
- The ability for other departments to perform inspections and document results: Fire, Health, Building, etc
- The ability to log user specific comments that cannot be edited by another user
- The ability to search for licenses and license details using wildcards
- The ability to manage the Entertainment Permit process which includes multiple department input and hearings
- The ability to have multiple endorsements on one master license, multiple licenses per address and associate Entertainment Permits with a Business License
- The ability to manage the Transient Occupancy Tax program including the ability to establish accounts, accommodate self reporting, manage receivables, etc.
- The ability to integrate with GIS map data and view the spatial data for a given address or parcel number
- The ability to assign inspectors to inspections based on area, skill, and daily capacity
- Other functions as required to meet the City's functional requirements, per the RFP documentation or agreed to processes.

There are currently 3 licensing group processes that have been identified for the Business Licensing Department. Some of those types are listed below:

Group1 – One time use
Going Out of Business
Sidewalk Sale
Bingo
Garage Sale
Special Event Vendor
Carnival

Group 2 - Renewable
Business License
Alarm Permit

Group 3
Entertainment Permits

2.4 Code Enforcement

Hansen will implement the Hansen 8 Customer Service module to manage, track and act on complaints and service requests. Hansen will also implement the Hansen 8 Case module to track and manage the City's code enforcement cases.

In order to implement City workflow, the following functionality will be included:

- The ability to easily track an enforcement case that may start out on one track and switch to another track midway through the process.
- The ability to track multiple violation types in one case.
- Adding custom fields for the capture of data specific to the City
- The ability to track the time spent on specific tasks and activities
- The ability to track all activities conducted on a case
- The ability to log user specific comments that cannot be edited by another user
- The ability to search for cases and case details using wildcards
- The ability to split cases by specific violation types so as to manage distinct processes.
- The ability to integrate with GIS map data and view the spatial data for a given address or parcel number
- The ability to assign inspectors to inspections based on area, skill, and daily capacity
- The ability to manage hearings that are part of the enforcement process.
- The ability to issue citations, assess fines, manage the billing and collection process related to fines
- The ability to bill for costs incurred and to manage the billing and receivable process
- Other functions as required to meet the City's functional requirements, per the RFP documentation or agreed to processes.

There are currently 3 case types that have been identified for Code Enforcement Department including Administrative Citation, Substandard Housing and one reserve process TBD.

2.5 Health

The Health Department will utilize the Hansen system to process applications, conduct inspections, reviews, and associated activities related to its permitting requirements. It is anticipated that three processes will be configured.

The following functions will be applied:

- The ability to manage the application, processing, issuance, and renewal of defined permits.
- The ability to incorporate appropriate work flow activities, including reviews, inspections, conditions, timekeeping, and fees generation and payments.

2.6 Miscellaneous Permits and Licenses

The City has a number of permits and license issued by many City departments including but not limited to the Fire, Public Works, Parks, Recreation & Marine, and Police.

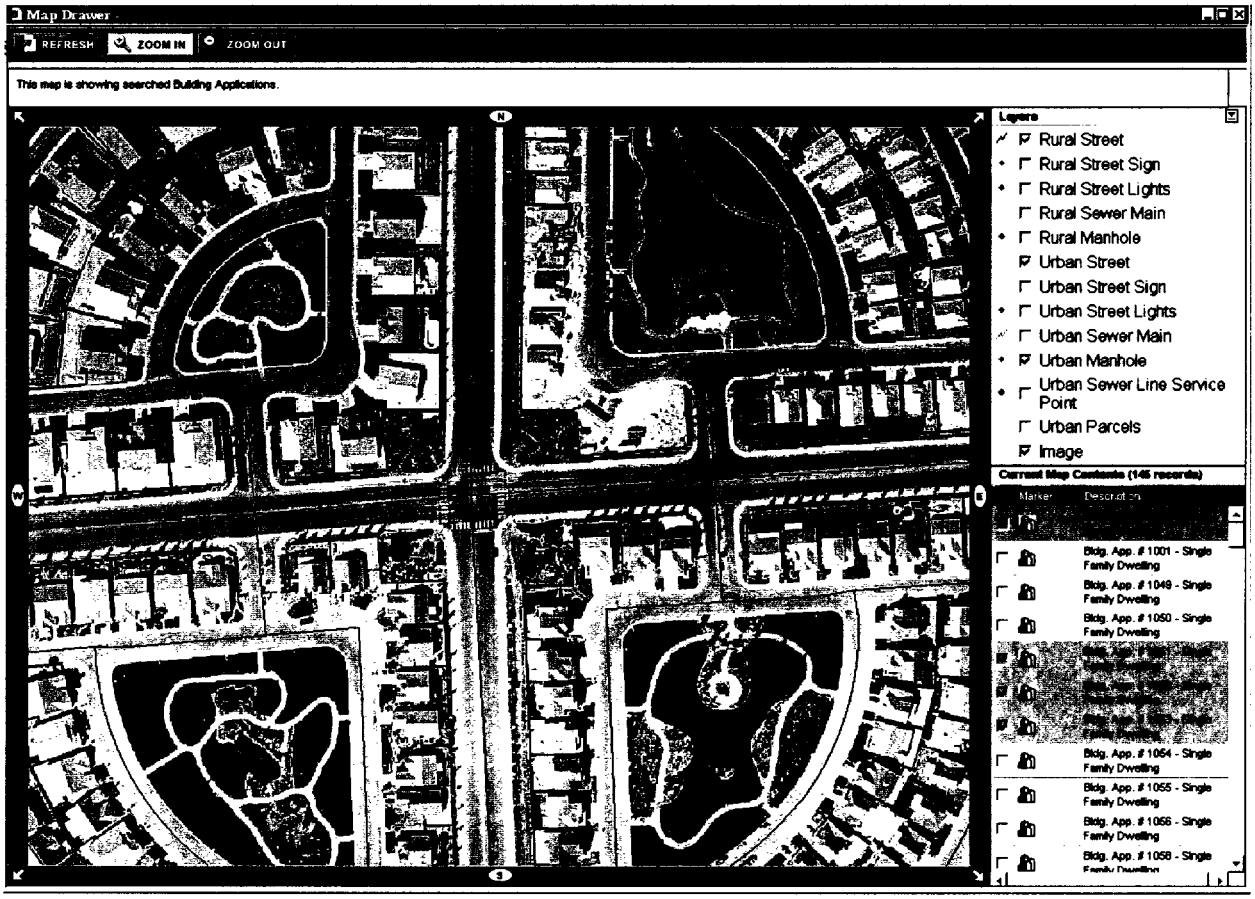
The system will accommodate the needs for these miscellaneous permits and license including the following functions:

- The ability to manage the needs, requirements and processes of each permit type.
- The Ability to manage both one time and renewable permits including fees, bill and renewal processing, inspections and other activities.

An estimate of 13 process types has been made for these permits.

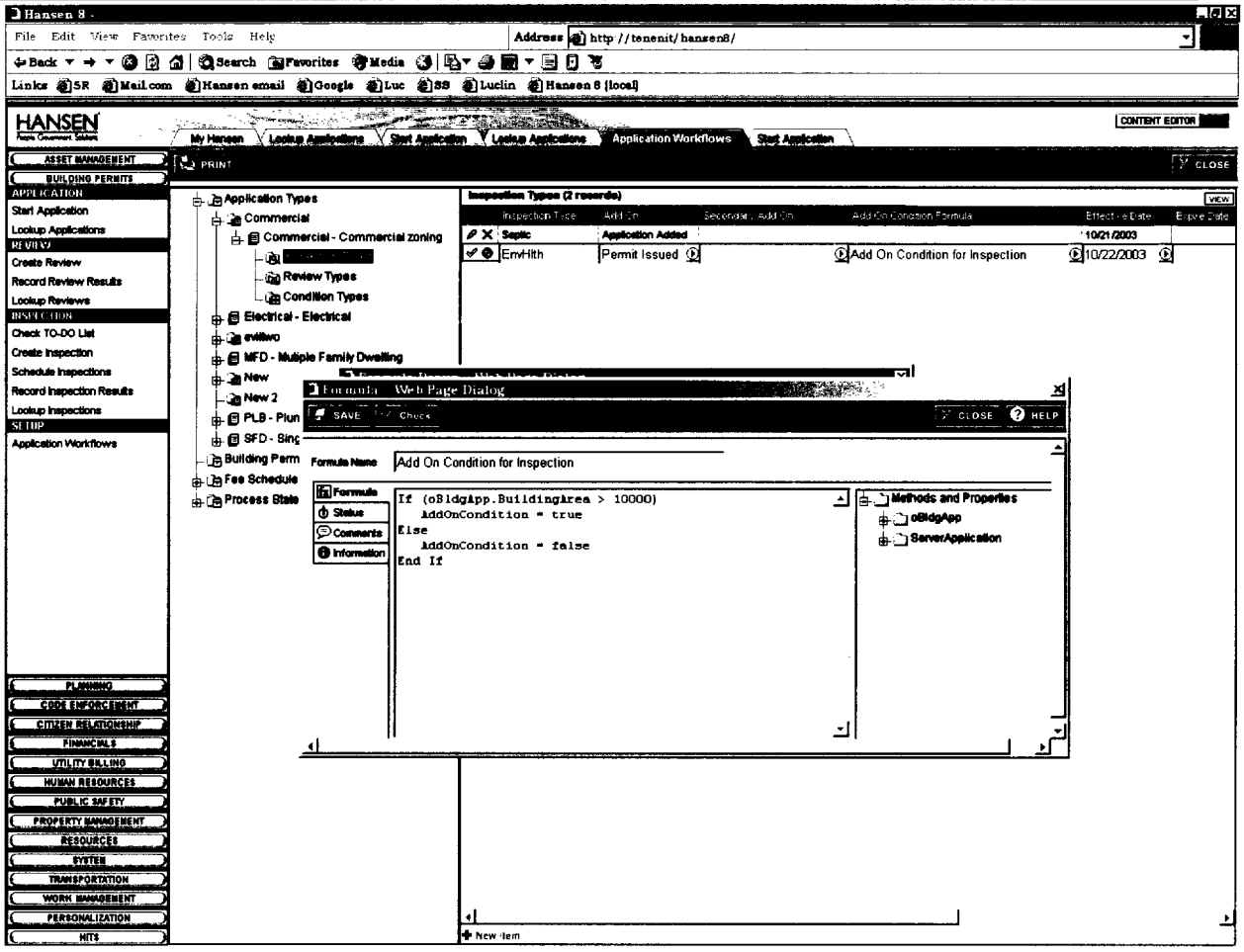
2.7 GIS Viewer (Map Drawer)

The Hansen 8 Map drawer will provide a view into GIS spatial data including street, sewer and parcel information. It will also spatially show open permits. Additionally, functionality a link to ESRI Arc9 will be available to 3 access controlled GIS "Power-users" for editing and synchronization between Hansen 8 and ESRI data.



2.8 Workflow Manager

Hansen will implement the Hansen 8 Workflow Manager and will configure custom page items as new fields with multiple data types and formats to fit the City's needs. In addition, Hansen will add new data tables and fields to the existing data dictionary in multiple supported field types. The City shall use this following project completion.
The workflow manager will also be used to configure fees, application states, inspections, reviews, and other City specific process items.



2.9 Word processing functionality

The Comments toolbar provides basic word processing tools that allow you to format text in Comments and Additional Information fields. For example, you can change the color and size of fonts, create numbered and bulleted lists, and highlight text. You can also insert images and hyperlinks. This will be implemented by Hansen.

2.10 Attachment Catalog

Hansen will implement the Hansen 8 Attachment Catalog. The attachments catalog is a collection of files that can be attached to Hansen 8 records. The catalog points to a directory on your server that contains the actual files. Your catalog may include a variety of types of files, such as images of common problems or instructional documentation records. The City will purchase a third party viewer to assist with viewing miscellaneous file types and to be able to make annotations on documents. This tool will be implemented with the Hansen system. The actual deployment of the third party tool will be the responsibility of the City.

2.11 Billing

Hansen will provide a billing functionality enabling the City to produce bills in accordance with their existing billing processes, as they apply to permitting, licensing, and enforcement activities. Hansen will conduct a requirements analysis for this functionality, and provide a

documented summary of the functional requirements, to be agreed upon by both parties. It is Hansen's plan to develop a common billing engine to meet these requirements, but reserves the right to provide an interim solution, until such time the final product development is complete.

2.12 Fees (Committed and Non-committed)

Hansen will evaluate and document the business requirements for committed versus non-committed fees. It is anticipated that the fees and job estimate tools will allow this configuration. However, more functional analysis will be required.

2.13 Hansen's Mobile Solution

Hansen will provide and configure the Mobile tool capability per the final agreement and purchase agreement. The final configuration will require a detailed analysis, with an approved configuration document. The deployment of the mobile solution follows the final testing and acceptance of any phase configuration, as it is an extension of the business rules and set-ups in the core system. The Mobile solution will be deployed as part of the original roll out of each business function.

2.14 GeoAdministrator

Hansen will provide the City the Geoadministrator tool per the terms of the contract and pricing structure. Hansen's GeoAdministrator is a feature-rich, robust integrated editing application that combines ArcGIS (ArcInfo, ArcEditor, ArcView) and Hansen 8. It is an ArcGIS extension designed for creating assets, parcels, properties, and/or addresses in Hansen from GIS, as well as performs database analysis (checking for orphan records), linking geometry with inventory records in Hansen, editing the attribution in Hansen from ArcMap as well as performing various other editing tasks. GeoAdministrator displays Hansen Infoviewers inside of ArcMap.
Specific to Long Beach, GeoAdministrator is recommended for creating and maintaining addresses, parcels, and properties in Hansen, ensuring both GIS and Hansen inventories match. The create tools in GeoAdministrator will allow the Long Beach GIS department to load addresses, parcels, and properties into Hansen from GIS feature classes in bulk, and maintain the relationships and perform QAQC to detect and repair any orphans, or mismatched attributes if Long Beach chooses to store attributes in both Hansen and GIS.

The functions listed in this section are to serve as a general understanding of what the City expects from the Hansen system. Upon the commencement of the project the City will work with Hansen to perform a detailed analysis of the City's business processes as outlined in section 3.3, whereby Process Design Documentation will be created. RESULTS FROM THE BUSINESS PROCESS REVIEW, AS DOCUMENTED IN THE PROCESS DESIGN DOCUMENTATION AND ACCEPTED BY THE CITY, SHALL SUPERSEDE THE FUNCTIONALITY MENTIONED IN THIS SECTION.

3. Professional Services Deliverables

3.1. Solution Configuration

The City solution will be configured and delivered in four distinct phases, each with their own go-live dates.

- **Phase 1** – Planning activities, Building Permits, Miscellaneous permits that support the planning and building activities, Dynamic Portal and Hansen Mobile solution
- **Phase 2** – Code Enforcement, Dynamic Portal and Hansen Mobile solution, any and all remaining permits or activities conducted in the City's legacy HP system
- **Phase 3** – Business Licenses, any and all permits/licenses or activities related to the Business License process including but not limited to Fire, Police and Health, Dynamic Portal and Hansen Mobile solution
- **Phase 4** – All remaining permits and license activity in the City including but not limited to, Parks, Recreation & Marine and Financial Management

Phase 1 must be in production no later than December 2006. Phases may run concurrently.

3.2. Project Implementation and Management

The services in this category are provided by Hansen for the project director, project management, design, configuration, setup and testing which are described in 1.3 Implementation Methodology:

3.3. Business Process Review and Configuration

Hansen shall establish all appropriate processes to accommodate the City's requirements. Determining cross-functional process linkages and translating the processes into the suitable Hansen application types is the critical first step in the project. If this stage is done hastily or without proper consideration for all linkages and business needs, the design of the system and the final outcome of the project could be at risk.

Hansen will utilize a seven-step approach to defining and implementing the City's business processes. From initial discussions between City and Hansen the following assumptions were identified which helped to determine this approach. The first assumption is that many of the existing processes are not documented in a manner that could be used for process setup into the Hansen system. The second assumption is that the City has intentions to re-engineer its processes for efficiency purposes as much as possible. A third assumption is that the City's Implementation Team will be empowered to guide their respective organizations through the implementation process. Hansen will work closely with this group throughout the process review and setup.

The key milestones in each process will be configured into the Hansen software to recreate the City's process workflow using the following seven-step approach:

Step 1 Business Process Definition

The City's Implementation Team or its consultant will provide Hansen with all current process documentation. The information in the current process and conceptual designed documents should contain as much of the following as possible:

- Name of the Business Process
- Purpose of the Business Process
- Description of the Business Process by Identifying:
- Information and Operational Processing Flow
- Functional Requirements and Business Process Inter-relationships
- Description of Required and Optional Input Information Data
- Identification of Computed Data and Description of Computational Processes
- Details of each review, fee, inspection, check point, condition, bill, asset, activity etc.
- Required reports and outputs

This documentation along with verbal sessions with subject matter experts will be used to gather the City's requirements.

Step 2 Diagramming Conceptual Design Processes

This step includes a complete analysis of the current business processes for each of the applications as defined by the City in Step 1. Processes are reviewed, consolidated where possible, and refined. This step takes into consideration the conditions, fees, reviews, inspections and data requirements for each business process, as well as points of interaction across application types. This information is documented in a detailed 'To Be' documentation, creating the baseline for the system configuration, testing and end user training material. Hansen will present the documented 'To Be' processes to the appropriate agencies for approval and sign-off.

Step 3 Process Design Documentation & Sign Off

The purpose of the process design and sign-off step is to give City management the opportunity to review each design document to ensure that the requirements have been accurately documented for each process. Management may opt to have other staff review the documentation and provide input as well; however, the City Project Administrator and Manager will be expected to provide their own signatures of approval. It is acknowledged that the approval and sign off is for the conceptual design only. It is understood that final acceptance of all screens, processes, functions and design will not be granted until configuration is complete. This is important as there is potential for different interpretations of how to best achieve the end result. Once sign-off is obtained, the project will progress to the next step of configuration.

Step 4 Configuration of Conceptual Designed Processes

The Hansen and City implementation team will utilize the design documentation created in Step 3 to configure application types for each City business process. This will require that a Development database instance be created for configuration activities. The City will provide the required hardware and software to support the database, while Hansen will complete the Hansen software installation and creation of the appropriate database instances. The

Development instance will be protected from non-implementation team members and backed up in accordance with the normal IT procedures defined by the City.

Hansen and the City will form a joint configuration team to complete the setup of each process. Hansen application set up specialists will train the implementation team on the proper use and set up of standard templates, stages, conditions, reviews, workflow manager, custom tables, fields and menus. Conditions, Reviews, Inspections, Fees, license checks and data requirements will be configured into the Hansen software in such a way as to recreate the City's business workflow. With guidance from Hansen, the City's implementation team will be responsible for developing naming, numbering and coding conventions to support the various user-defined pick-lists provided in the software.

Based on the final approved design specification for the application types from Step 3, Hansen and the City staff will be responsible for reviewing each process configuration as it is being configured. Once a few setups have been created as a joint effort, the City configuration team will complete the remaining setups, while Hansen staff will continue to provide guidance and review of this work.

Step 5 Application Testing

Application testing will consist of two stages: Unit testing and Integration testing.

Unit testing is intended to validate that each component of the overall project is functioning as specified in the associated design document. Each configured setup, converted data, interface, trigger and procedure will be tested individually to ensure that they meet the specified requirements. Items that are identified in the design document, but are not reflected correctly in the configuration, will be identified as a bug, corrected, and retested. Additional requirements or changes to the existing design documentation will be identified as change requests. Each change request will be presented to the Hansen project manager and City project manager. The project managers will consider scope, schedule and cost impacts to determine if the change will be included in the configuration. Those change requests that are accepted will be prioritized, the design documentation will be updated, the change will be configured and unit tested. Those changes that are rejected may be considered at a later project phase. The City Project Administrator and Manager will be provided with a signoff sheet to confirm that the configured setups, converted data, interfaces, triggers and procedures match their respective design documents.

Integration testing takes place after unit testing is complete and is intended to validate that the system as a whole is functioning as designed. Selected City end user staff will perform integration testing with assistance from Hansen. This test will validate that the application setups, converted data, interfaces, and triggers and procedures all function together as specified in a database environment. Changes identified during this testing will be documented and presented to the City Implementation Committee and Hansen project team. Bugs will be documented and fixed while new requirements or changes to approved requirements will follow the change request process as described above.

Step 6 Final Process Documentation

Hansen will present to the City Project Manager with completed 'As Built' process documentation of the final business process and application design.

Step 7 Final Process Acceptance & Sign Off

The City's Project Administrator and Manager will review the final process documentation and provide approval and sign-off.

3.4. Data Conversion

The data conversion and its acceptance are critical for implementation of the new system. The data from existing systems must be analyzed and 'mapped' to data stored in the Hansen system. The following databases have been identified for conversion thus far:

- Planning & Building system
- Business License system
- Miscellaneous billing/permit systems
- Address/Parcel Source Data
- Possible other systems in MS Access, MS Excel

Details of the Data Conversion are documented in Appendix A: Interfaces and Conversion for CDR Scope Document. The data conversion process includes the following steps:

Design
The Data Conversion Control document is a critical deliverable that details the design of the data conversion in terms of where the data will be mapped into Hansen. Before any conversion program development can commence, the City's Implementation Team must approve the Conversion Control Document for the specified data source. It is the responsibility of the Implementation Team to address and resolve any conversion issues identified.

Development
The Hansen conversion program developers will be responsible for developing the Hansen data conversion program according to the specifications in the Conversion Control Document and adhering to the delivery dates specified in the approved project plan.

Testing
Upon completion of the data conversion program development tasks by Hansen, the City will be responsible for the development of a Conversion Test Plan for each data source. The City's Legacy Application Support personnel and User Business Analysts will be responsible for developing test scripts and conducting testing for data extraction from the legacy system or data incorporation to the legacy system form data provided. The City is also responsible for signing off on each conversion. . Hansen and the City are responsible for developing test scripts and conducting testing for data extraction from the Hansen system.

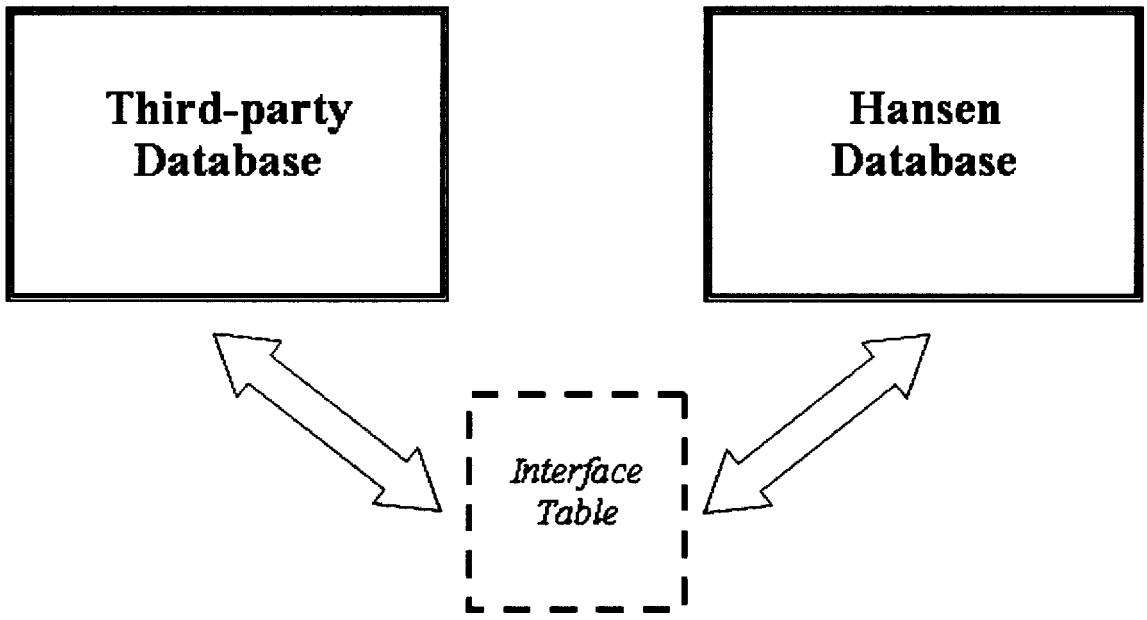
Implementation
The City will provide service to its customers during the transition to Hansen applications. For those data sources identified to be converted by Hansen, Hansen agrees to implement the final extraction, conversion, importation and validation of legacy data during the City's non-operational hours as agreed upon by both Hansen and City staff. That is, the City expects to be fully operational on the new application the next business day after the final conversion is started and expects to be able to access all data previously entered into the legacy system as specified in the Data Conversion Document. Hansen agrees to a "no operational down time" approach to transition from the legacy application where data conversion is involved.

Acceptance
Once all requirements are met and the data is acceptable to the City, the City will sign off on the conversion to indicate conversion has been completed and data is commissioned for use.

3.5. Interface Development

The City may require data exchange from Hansen database to/from other third-party databases in order to utilize common data fields found in both databases, but only with one originating database. There are three major components of any interface: the third-party database; the Hansen database; and an interface table.

An interface table will provide the gateway for data exchange between Hansen and the third-party database. This table can be stored within the third-party database or an external database depending on how the two databases are able to communicate with each other. RDBMS stored procedures must be developed by both Hansen and the client that will allow for data to that has been written and exchanged to the interface table to be placed in the appropriate database tables and fields within respective databases.



Responsibilities
Hansen will be responsible for all database objects held within the Hansen database as outlined in the analysis which include the following:

- Creating programs to allow appropriate data exchange between the Hansen database and interface table.
- Creating RDBMS stored procedures to allow data in specific tables and fields within the Hansen database to be utilized and accessed. It is Hansen's responsibilities to develop procedures that will maintain data integrity and ensure proper data placement.

- The City will be responsible for all database objects held within the third-party database as outlined in the analysis and for the database link or external database creation, as well as giving Hansen grants to all external database objects that will be needed within the interface flow. The City is responsible for the following:

- Performing analysis and formulating associated documentation. Analysis document will be presented to Hansen for approval.
- Creating and maintaining interface table in prescribed and approved data format. Any errors in the interface table, in format or content, are the responsibility of the client.
- Creating programs to allow appropriate data exchange between the third-party database and interface table.
- Creating RDBMS stored procedures to allow data in specific tables and fields within the third-party database to be utilized and accessed. It is client's responsibilities to develop procedures that will maintain data integrity and ensure proper data placement. Client will have the responsibility to maintain these stored procedures required from any change in the third-party data model.

Interfaces for this project have been identified:

1. Financial System Interface
2. Cash Receipting System Interface
3. IVR System Interface
4. Health System
5. Fire Department System Interface
6. Collections System Interface
7. State Contractor Board System Lookup
8. DMV System Lookup
9. Assessor Update Batch Load

Details of the Interfaces are documented in Appendix A: Interfaces and Conversion for CDR Scope Document. The interface processes includes the following steps:

Design
The Interface Control document is a critical deliverable that details the design of the interface in terms of where the data will be mapped into Hansen, what format data will be extracted from Hansen, frequency of updates, etc. Before Hansen interface development commences, the City's Project Manager must approve the Interface Control Document for the specified interface.

It is the responsibility of the Implementation Team to address and resolve any interface issues identified by the Hansen interface specialists. Because of the complexity of the subject, it is expected that each Interface Control Document will cycle through multiple iterations before final approval is achieved. Final approval is considered obtained once the City Project Manager has signed the document.

Development
The Hansen interface developers will be responsible for developing the Hansen side of each interface according to the specifications in the Interface Control Document and adhering to the delivery dates specified in the project plan. Likewise, the City's interface developers (in-house or third party) will be responsible for developing the other side of each interface according to the specifications in the Interface Control Document and adhering to the delivery dates specified in the project plan.

Test Plan
Upon completion of the interface development tasks, Hansen interface specialists will be responsible for the development of an Interface Test Plan for each interface. The City's Legacy Application Support personnel will be responsible for developing test scripts and conducting testing for data extraction from the legacy system or data incorporation to the legacy system form data provided by Hansen. The City is also responsible for signing off on each interface. Hansen is responsible for developing test scripts and conducting testing for data extraction from the Hansen system.

3.6. Custom Report and Procedure Development

The Hansen system shall provide standard interface for setup and configuration within the application. There are some cases where procedures shall be developed during the implementation to create additional system constraints or functionality. Procedures necessary to meet the business objectives that are met in the current data system will be considered as part of the provided configuration services. Any procedures that provide business objectives over and above the current data system will need to go through the change management process and be priced over and above the provided configuration services indicated in this Statement of Work.

Additionally, the Hansen 8 system contains several pre-defined simple reports. Any additional reporting needs are outside of the scope of this project. In the event that the City would like Hansen Professional Services to assist in the creation of customized reports, the request will need to go through the change management process and be priced over and above the provided configuration services indicated in this Statement of Work.

3.7. Customized Training and Procedures Manuals

The Hansen system comes complete with standard online help files. System instructors follow a standard curriculum and use the configured system during training. Hansen shall create customized training curricula and provide this prior to training commencement.

- The development of customized training materials that document the City's specific business processes and procedures for each group of trainees will be the responsibility of the City
- Hansen will work with the City to determine manual style and format as desired by the City

3.8. Onsite Hansen 8 Instruction

Hansen will provide the City with onsite instructional classes of Hansen 8 throughout the project in the City. Training provided by Hansen is an integral part of this project for project teams, end users, database administrators and system managers. Hansen will provide formal Hansen 8 instruction to the project teams in the first few weeks of the project. As the project progresses, the City may determine that they would like their personnel to conduct some or all of the training utilizing the "Train-the-trainer" model. End user training will be scheduled as part of the project plan and shall be provided by Hansen as required throughout the project.

In order to implement the City's end-user training, the following requirements will be met:

- End user training will be performed in an environment where the screens include the City's converted data. It is understood that in order to meet this requirement end-user training cannot take place until the data conversion is completed, which may result in project delays.
- Customized training materials are desired, but not a priority and will primarily be the responsibility of the City.

Training Facilities

It is the City's responsibility to provide adequate training facilities at a convenient location throughout the duration of the project. The maximum effective class size will be 12 students. The Hansen trainer must be notified ahead of time of classes exceeding this capacity An early milestone in the project will be the training of the City implementation team, so the training facility needs to be set up shortly after the project start date. The facility should contain student workstations connected to the City's network, a printer, white board and projector. The facility must be made available to the Hansen trainer at least 2 days in advance of the scheduled training session for application set up and testing.

Training room with 1 IBM compatible PC per student. To optimize the training experience, we do not recommend sharing computers. Twelve students is the ideal class size for one instructor.. It is noted that more than 12 students may be required per class, based on scheduling requirements and availability. In this event, Hansen reserves the right to discuss the risks and effects of having too large of a class with a single teacher. Additionally, alternate mitigating efforts may be discussed.

Hansen will provide training computer specifications in a timely manner, in order to allow the City ample time to prepare for the training.

Reference Manuals
Hansen will deliver electronic help files with the software for on-line user reference. The training workbooks may also be downloaded from the Hansen web site in .PDF or .RTF formats. Hansen grants the City permission to reproduce and to customize these training workbooks as desired.

Basic Computer Training
An understanding of basic computer concepts and mechanics is essential for the successful operation of any modern computerized application. In recognition of the fact that a portion of the City's personnel to be introduced to Hansen software may not computer literate, Hansen recommends supplemental training in advance of any application training performed by Hansen. The City should make a basic computer familiarization course a mandatory requirement of the job for those personnel who are unfamiliar with personal computers or personal data assistants.

Training Roles and Responsibilities

Function	Responsibility		Comments
	Long Beach	Hansen	
Provide Training Site/Equipment for City Employees	√		Implementation Team
Set-up Training Computers	√		
Review Training Material	√	√	Project Manager/Training Coordinator
Customize Training Material	√		Long Beach
Provide Training Material	√		Long Beach
Prepare Site (daily)	√	√	Hansen, with assistance from Long Beach
Deliver Training	√	√	Hansen
Attend Training	√		According to Schedule
Schedule Staff	√		Training Coordinator and Employee Supervisors
Review Training	√	√	Implementation Team

Training Participation

Attendance at training by City staff at the time and dates specified is imperative for successful implementation of the system. A training coordinator should be assigned by the City to assist those in attending their courses when scheduled, and to identify which persons do not attend the courses. This training coordinator may be a member of the Implementation Committee.

The training coordinator will work with Hansen to finalize the course list and attendance schedules as required for success.

In addition, training in the basic use of the Windows environment may be required for some users. The exact needs in this area will be determined and addressed as required by the project team.

Hansen is providing the trainer to conduct these classes.
Hansen will work with the City to finalize the appropriate training breakdown for each functional area. The training curriculum will be matched to the functional roles of pertinent stakeholders and users of the Hansen system.

4.0 System Testing

The information below outlines the acceptance test plan for the Hansen system, and addresses the work within the project scope necessary to achieve business testing of the system.

4.1. Objective

The objective of the testing for the City project is to ensure that the Hansen software, populated with the City's data and with formulas and processes as specified by the City, meets the agreed criteria so that the City is satisfied that improvements to the management of corporate business can be realized.

In order to implement the City's testing requirements, the following will be provided:

- The City will submit their specific test requirements in a mutually agreed upon Test Plan prior to system acceptance. This Test Plan will specify a parallel test for a mutually agreed upon period of time prior to 'go-live' to ensure that all functions, including reports, queries, etc. are fully functional.

4.2. Scope

Because the selected software is a package solution, the testing is not focused on the functionality of the package; the City in the purchase of the product in essence accepted this. In this case, the acceptance testing concentrates on the implementation of the Hansen Software in the City's environment, with City data and to meet City's business requirements. To this end, the scope of the acceptance testing includes:

- Ensuring that the integrity and context of the data loaded into the new system has been maintained
- Testing process setups configured for the City meet requirements as specified in the conceptual design processes

4.3. Strategy

The strategy adopted by the implementation team is as follows:

- The City staff works with the Hansen Team after the loading of data to ensure that data integrity and accuracy is achieved.
- The City and Hansen will conduct User Acceptance Testing in order to insure that the system has be configured to meet the City's business process requirements.
- A mutually agreed upon testing and sign off procedure will be conducted to manage each applicable phase.

4.4. Testing Approach

In all cases, the nature of the testing is to ensure the successful operation of the solution in the context of City business requirements. Testing is not concerned with the internal processing or logic in the programs; this type of system testing is completed by Hansen Information Technologies.

Selected staff will be identified to test the system according to the agreed criteria to ensure that the system's implementation at their site is successful. The staff will address the areas of the Hansen software, which are relevant to their business. The solution will be tested under normal / usual conditions of operation, as well as some exceptions that may occur in the business process. This will ensure that any problems are identified during the testing and an appropriate solution is found while the project team is still deployed in Long Beach to address such issues. Early detection of problems will also lower the tendency for people in various areas to find their own workarounds, thereby eroding the benefits of a consistent approach to permit management and associated benefits.

To render the testing exercise manageable, two categories of users will be identified to participate in the acceptance testing:

1) Full testers - these users will perform all tests from the agreed criteria lists relevant to their business group

2) Installation testers - these users will perform only those tests necessary to ensure operation of the application at each site (i.e. it works).

4.5. Roles & Responsibilities

The table below sets out the responsibilities for the testing of the new system:

Action	Responsibility
Agree to Acceptance Criteria	Long Beach, Hansen
Set-up Acceptance Test Environment	Long Beach
Perform Acceptance Tests	Long Beach
Review Results	Long Beach, Hansen
Make Modifications as Required	Hansen
Accept on behalf of site	Long Beach
Accept on behalf of Business Group	Long Beach Specific Managers

5. Hardware

In order for this implementation to be successful, the hardware component is equally important to be developed and tested; however, Hansen does not typically test hardware for clients. If the City would like Hansen to undertake this task, it must be priced and scoped by the City. Hansen will provide recommended hardware sizing information based on the client's user needs and volumes.

6. Remote Access

Hansen will require remote access to the system for project support and maintenance. Although a VPN capability is preferred, Hansen understands that security and access rights will need to be clarified for this functionality.

Appendix A: Interfaces and Conversion for CDR Scope Documents

Document Abstract

This document contains a high-level description of the scope for the Interfaces for CDR project, based on initial information communicated by the City of Long Beach to Hansen Information Technologies Inc. before requirements analysis. This information will be used to guide subsequent Planning and Analysis Phase activities, including requirements and development definition. Future scope changes will have an impact on the level of effort and should be recorded.

Document History

All revisions made to this document are listed here in chronological order.

Version	Date	Description
1.0	06/29/2005	Initial draft from meeting on 6/27/2005

Copyright

Introduction

The City of Long Beach California has negotiated to purchase the CDR (Community Development and Regulations) production in Hansen 8. In order to use this product and gain full benefit, it must be integrated with several other City of Long Beach systems. This document will represent the initial scope and pricing (SOW) for the integration and data conversion for the CDR product.

Background

The City of Long Beach will be utilizing Hansen's CDR application, to manage several of their business processes. There are also several legacy systems that will need to interface with the modules that have been purchased. The interface will aid in the marshaling of data in and out of the Hansen 8 system.

As part of the implementation, there are several interfaces and conversions that will need to be built. There are five interfaces, three line items (possible interfaces) and one data conversion. These items are listed as part of the background. Each item and scope will be identified in this document.

Interfaces to be developed:

1) Financial system Interface
2) Cash Receipting system Interface:
3) IVR – Inspection date request
4) Health System
5) Collection system Interface
6) Fire Department system Interface

Potential interfaces:

1) State Contractor Board Lookup
2) DMV Lookup (may be document viewer product)
3) Assessor batch load

Data Conversion:

The City of Long Beach has selected a 3rd party vender's tool to help them convert the data that will be required in the Hansen system. The data that will be loaded into the Hansen system will contain at most the following years of data.

Data and number of years to be converted:

Building permits and Code Enforcement Cases- 20 years
Business licenses - 20 years
Miscellaneous Systems – 5-20 years

There are several interfaces that will not be part of this scoping project. These interfaces are listed below and have also been listed in the assumptions part of the document.

Interfaces not scoped:

1) HR system for Employee data – Long Beach will enter in the data by hand for employee account setup and manually assign inspectors.
2) GIS – Does not look like an interface is needed. The out of the box functionality will work.

Project Goals and Objectives

1) To implement several different interfaces that will help with the City of Long Beach work flow and processing of data.
2) Create a lookup to assist in verifying contractor information.
3) Create a lookup to retrieve auto information for use by Case.
4) Create a batch load to update parcel information from the assessors.
5) Create a one time data load to import the City of Long Beach data into the Hansen 8 product.

Scope

The scope has been divided into several sections that outlines what will and will not be included in the scope.

Financial System Interface

The Financial system will need to receive updates from Hansen to record rollup financial information for reporting. The format of the data will be setup for GL data. All transaction records will include fees, adjustments and payments that have been committed. The transactions will contain rolled up information and will be at the fund or customer level. No data has been identified that will need to be retrieved from the Financial system by Hansen.

There are two other possible scenarios that will be scoped as part of this interface. One is to have an interface that will allow for a monthly and on demand call to the Hansen product that will provide accounts payable (A/P) information for a customer indicating refund information. The second is to provide an interface that will allow for a monthly and on demand call to Hansen that will send account receivable (A/R) information for a customer. Most likely use of this interface will be to provide refund and payment information based on a customer's escrow account.

The Financial system will be able to retrieve data from the Hansen system, but will not require an interface to modify data in the Hansen repository. This interface will allow for a nightly call that will make data available to the Financial system.

In Scope

The following is in scope for the project:

1. All fee transaction data will be made available to the Financial system.
2. The interface can be executed nightly.
3. The financial data will include fees, adjustments, payments and write-offs.
4. A monthly and on demand interface will be created that can be called and will provide data for accounts payable (AP).
5. A monthly and on demand interface will be created that can be called and will provide data for accounts receivable (AR).

Out of Scope

The following falls outside the scope of the project:

1. Allowing the City of Long Beach financial system to upload or modify any data within the Hansen repository.
2. Modifying the Hansen repository with data from the City of Long Beach Financial system

Cash Receipts System Interface

The Cash Receipts system is a 3rd party tool to handle all intake of payments ranging from cash, check, and credit cards. All payments for fees generated by Hansen will be made through the Cash Receipts system. The Hansen interface will allow the Cash system to lookup and display all fee data (line level) for a customer that has been identified as committed in the Hansen system. Once a customer has submitted payment, the Cash system will be able to call the interface and send posted updates to the Hansen system showing payment has been collected. This interface will allow for a bi-directional data feed.

All payments will be completed in the Cash system and then sent via the interface to Hansen. All assessment of fees and alerts for, crediting or debiting (i.e. waiver or write-off) an account will be applied in the Hansen application.

This Hansen interface will allow for real-time bi-directional exchange of the data.

Images that are part of the Cash system and stored in that system will not be converted, retrievable or interfaced with by the Hansen product this time.

In Scope
The following is in scope for the project:

1. All unpaid fee transaction data will be made available to the Cash system.
2. The interface can be called real-time to retrieve fees owed.
3. The interface can be called real-time to update Hansen for fees paid.

Out of Scope
The following falls outside the scope of the project:

1. Images of the checks are stored as a blob in Oracle. The retrieval or update of these images in Hansen will not be in scope.
2. All write-offs and any reduction in fees due to a manual credit or debit will be completed in the Hansen system and will not be part of the Cash system Interface.

IVR Interface

The City of Long Beach uses the IVR system (3rd party tool) to allow permit applicants an opportunity to request and schedule a date for inspection. The IVR system will be able to call a Hansen interface to retrieve permit inspection information for validation. The IVR system will save the information and send an inspection date to Hansen via the interface for scheduling. Hansen will schedule the inspection based on scheduled conditions and rules that have been setup during implementation (i.e. no more than 10 appointments can be setup on any one day). Additionally, the City may utilize the IVR for the acceptance of payments for any or all of the permits or licenses in the Hansen system. The interface must be able to pass information about account balances and payment transactions in a bi-directional manner. The final cost of this interface will be provided upon the completion of the Interface analysis (due to additional requirements and unknowns).

This Hansen interface will allow for real-time retrieval and update of the data.

In Scope
The following is in scope for the project:

1. The IVR system will be able to call the interface and verify that the user selections are connected to a permit or license within the Hansen system.
2. The IVR system will be able to call the interface to schedule an inspection date.
3. Hansen will enforce the schedule condition rules that have been setup during the implementation.
4. The interface can be called real-time to retrieve the data.
5. The interface will allow for the receipt of payments via the IVR.
6. All inspection request rules that can be contained in Hansen will be evaluated, and the interactivity of the IVR system will be determined via the interface analysis. May need further analysis to confirm functionality, etc.

Out of Scope
The following falls outside the scope of the project:

1. Any call back to the permit or license holder may be included upon further analysis of required functionality..
2. Any type of inspection weight or load balancing is out of scope for the Hansen application.

Health System Interface

The Health system (3rd party tool) has been purchased by the City of Long Beach Health department to record and manage their health business functions. The Health department will utilize the Hansen system for their inspections, permits, plan reviews and miscellaneous other functions as they relate to business processes for other departments utilizing the Hansen system.

At the time of this document the City believes that their may be a small amount of data that will be passed to the Health system on a regular basis. The type of data and the frequency is not known at this time. It is believed that any transfer will be one way – from Hansen into the Health system. Further evaluation will be necessary to determine the size and scope of any interface.

Health will manage the coordination between different departments in the City of Long Beach. This coordination effort will be outside of the Hansen system.

In Scope
The following is in scope for the project:

1. TBD

Out of Scope
The following falls outside the scope of the project:

1. TBD

Collection System Interface

The City of Long Beach has two methods for handling collections. An internal Collections department is used as a first step to collecting on a bad debt. If they are not successful in collecting the debt, the debt is sent to an outside collection agency and is then written-off at that time.

The Collection system will need to call a Hansen interface to retrieve information to start the internal collection process. The interface can be called to retrieve all new fee transaction data including credits, debits adjustments. Any payments received will need to be updated through the Cash system (see Cash system Interface). Any modifications to the debit directly such as a write-off or reinstatement will be handled through the Hansen system directly.

This Hansen interface will allow for real-time retrieval and update of the data.

In Scope
The following is in scope for the project:

1. All debit and credit information will be made available to the Cash system by primary contact in Hansen.
2. The interface can be called real-time to retrieve the data.

Out of Scope
The following falls outside the scope of the project:

1. Retrieve data directly from the Cash system.
2. Any contact information and contact updates in the Collection system.
3. Any updates to the Hansen system from the Collection system. Further analysis will be required.

Fire System Interface

The Fire department will be uses an RMS for their Calls for Service. They will be using Hansen for their permitting and related functions. There is a possibility that there may need to be an interface with the RMS at some level. This will be determined during project analysis.

In Scope
The following is in scope for the project:

1. TBD

Out of Scope
The following falls outside the scope of the project:

1. TBD

State Contractor Board System Lookup

The City of Long Beach uses the state website to validate contractor's licenses. The City of Long Beach needs a way to validate a contractor's license and update the expiration date automatically when entering a contractor's license number in Hansen. Hansen will need to create an interface that will perform a lookup and validate the contractor's license data if the CCB has this capability.

This lookup will be one direction and will not update any other system. The validation will be done real-time during the input of a license.

In Scope
The following is in scope for the project:

1. Validation of a contractor license from the state.
2. On insert of a license, the expiration date will be updated in Hansen.

Out of Scope
The following falls outside the scope of the project:

1. Any update to any other system other then Hansen with the contractor information retrieved.
2. A nightly update will not be created that contains all contractors in the Hansen system.

DMV System Lookup

The City of Long Beach uses the state DMV website to lookup owner information for an auto when creating a Case. The City of Long Beach needs a way to retrieve auto owner information by inserting an auto license number or VIN in Hansen. Hansen will need to create an interface that will perform a lookup and retrieve owner information and store that data in the Hansen system.

This lookup will not update any other system than Hansen. The lookup will be done real-time.

In Scope
The following is in scope for the project:

1. Look up an auto owner via the DMV website.
2. The interface will save the contact information and make sure it is linked to the Case.

Out of Scope
The following falls outside the scope of the project:

1. Any update to any other system other then Hansen with the information retrieved.
2. Synchronization between Hansen and DMV when contact information is changed in DMV for an open or closed Case.

Assessors Update Batch Load

The City of Long Beach receives assessor information on CD. They need a way to post the information in Hansen with the updated parcel information that is on the CD. Hansen will need to create a batch load process that will update parcel information. The City of Long Beach will need to provide Hansen with a location that has the updated assessor information loaded and not rely on Hansen to directly read the CD. The network location and availability must be determined prior to interface development.

In Scope
The following is in scope for the project:

1. Use information for the assessor to update parcel data.
2. Parcel owner information will be updated.

Out of Scope

The following falls outside the scope of the project:

1. Any future data changes to the information that is provide in the assessor CD.
2. Identifying and removing duplicate parcel, owner and contacts within Hansen.

Data Conversion

Data in the current City of Long Beach system will need to be converted into Hansen. Once the City of Long Beach has created their data sets in the "ready for Hansen format", Hansen will need to run an analysis on the data and create the data load in to Hansen.

In Scope

The following is in scope for the project:

1. Building permits and data
    a. 20 year of data to be loaded
2. Code Enforcement Case information
    a. 10 – 20 years of data to be loaded
3. Business Licenses
    a. 20 year of data to be loaded.
4. Miscellaneous Permit data
    a. 5-20 years of data to be loaded
5. Reference data to be loaded
    a. Address
    b. Parcels
    c. Contact
    d. Contractor

Out of Scope

The following falls outside the scope of the project:

Assumptions

The following assumptions have been made:

1. This document does not take into effect any timelines or implementation dates. The Timelines and dates will be part of the project plan and implementation schedules.
2. GIS – No additional interface will be created within the Hansen 8 product. Integration with GIS is inherent in the Hansen 8 system, via the Map Drawer tool.
3. The Cash Receipts system can create a GL file if needed.

Dependencies

The following dependencies have been made:

1. Contractor information is accessible via a web service from the Contractors State License Board.
2. DMV information is accessible via mutual acceptable process from the Department of Motor Vehicle.
3. Implementation documents must be signed-off and have all setup information loaded by Hansen implementations specialist.

Risks

The following risks have been made:

1. Any change in web services from the external entity will affect the interfaces that have been built and render them inoperable.
2. Missing Reference data will slow the development process.
3. The City of Long Beach resources (SME) not being available to Hansen for work on the project.

Roles and Responsibilities

Role	Name	Responsibilities
Project Owners/Sponsor		
Client Project Sponsors	Bruce Allen	Initiate project, ensure adequate Client resource allocation, approve documents and communicates plan and status.
Hansen Project Sponsors	Bob Benstead	Authorize project initiation, provide project direction and approve project documents. Ultimate point of escalation for Client
Core Project Team		
Project Manager	TBD	Create project plan, manage project to successful completion and ensure that requirements are met in a timely manner. Central point of contact and communication for all other team members.
Business Subject Matter Experts	TBD	Work closely with I.S. development team members to define requirements and resolve issues, and confirm successful project completion.
Lead Analyst	Bryan MacDonald	Define and document requirements and high-level design.
Technical Lead	TBD	Define and document detailed design. Develop and deploy solution.

Contact List (Team Directory)

Team Member	Role/ Location	Office Phone
Shante Wilson	Project Manager	562-570-6236
Sandy Baker	Hansen Delivery Manager	916-921-0882 ex 3117
Bryan MacDonald	Lead Analyst	916-921-0882 ex 3151

Scope Agreement

This document serves as the scope for the Interfaces. Once this document is signed by the purchasing agency, any changes will be deemed a scope change and will be subject to additional costs. These changes, should they arise, will be documented and agreed upon by both parties.

The Hansen 8 interface is covered under Hansen's Service and Maintenance Agreement (SMA) if,

1) the interface was created by Hansen,
2) it is utilizing Hansen's Web Services for Hansen 8 and
3) the SMA for this interface as well as the Hansen 8 product family is current.

The Hansen 8 interface is warranted from software defects for 365 days after delivery to the purchasing agency. The interface is designed specifically for version 8x of the Hansen system and is not warranted for any release change. Any Hansen modifications to the Interface after the expiration of the warranty period will incur time and material cost.

Hansen software or database problems that arise from agency modifications to the delivered interface components(programs, scripts, database objects) will not be covered under the agency's SMA and will incur time and material cost to have Hansen resolve the issues.

EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M	4, '05 T
1	Project Kickoff Activities	5 days	Wed 11/16/05	Tue 11/22/05					
2	Project Timeline Baseline Finalization	5 days	Mon 12/5/05	Fri 12/9/05					
3	Software Installation	3 days	Mon 3/6/06	Wed 3/8/06		302,640			
4	**Phase 1 Start**	**312 days**	**Wed 11/16/05**	**Thu 1/25/07**					
5	**High-Level Design**	**109 days**	**Wed 11/16/05**	**Mon 4/17/06**					
6	Process Analysis	90 days	Wed 11/16/05	Tue 3/21/06			90000 (PO)		
7	Design	66 days	Mon 1/9/06	Mon 4/10/06					
8	Review (ongoing as produced)	30 days	Mon 1/23/06	Fri 3/3/06					
9	Design Approval (ongoing)	51 days	Mon 2/6/06	Mon 4/17/06			366930		
10	**Training**	**10 days**	**Mon 1/9/06**	**Fri 1/20/06**					
11	Core Team Training	5 days	Mon 1/9/06	Fri 1/13/06					
12	Configuration Training	5 days	Mon 1/16/06	Fri 1/20/06	11				
13	**Planning Department**	**45 days**	**Mon 4/3/06**	**Fri 6/2/06**					
14	Planning Process 1 Design (refresh and review)	3 days	Mon 4/3/06	Wed 4/5/06					
15	Planning Process 1 Configuration	10 days	Thu 4/6/06	Wed 4/19/06	14				
16	Planning Process 2 Configuration	10 days	Thu 4/20/06	Wed 5/3/06	15				
17	Planning Process 3 Configuration	10 days	Thu 5/4/06	Wed 5/17/06	16				
18	Unit Process Testing	8 days	Thu 5/18/06	Mon 5/29/06	17				
19	Walkthrough and Acceptance	4 days	Tue 5/30/06	Fri 6/2/06	18		100000		
20	**Building Department**	**65 days**	**Mon 6/5/06**	**Fri 9/1/06**					
21	Building Process 1 Design (Refresh and Review)	3 days	Mon 6/5/06	Wed 6/7/06	19				
22	Building Process 1 Configuration	10 days	Thu 6/8/06	Wed 6/21/06	21				
23	Building Process 2 Configuration	10 days	Thu 6/22/06	Wed 7/5/06	22				
24	Building Process 3 Configuration	10 days	Thu 7/6/06	Wed 7/19/06	23				
25	Building Process 4 Configuration	10 days	Thu 7/20/06	Wed 8/2/06	24				
26	Building Process 5 Configuration	10 days	Thu 8/3/06	Wed 8/16/06	25				
27	Unit Process Testing	8 days	Thu 8/17/06	Mon 8/28/06	26				
28	Walkthrough and Acceptance	4 days	Tue 8/29/06	Fri 9/1/06	27		100000		

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EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M T
29	**Public Works Department**	**31 days**	**Mon 8/7/06**	**Mon 9/18/06**				
30	Rt of Way Process Design (refresh and review)	1 day	Mon 8/7/06	Mon 8/7/06				
31	Rt of Way Process Configuration	10 days	Tue 8/8/06	Mon 8/21/06	30			
32	Unit Process Testing	10 days	Tue 8/22/06	Mon 9/4/06	31			
33	Walkthrough and Acceptance	10 days	Tue 9/5/06	Mon 9/18/06	32		100000	
34	**Data Services**	**90 days**	**Mon 6/26/06**	**Fri 10/27/06**				
35	Addr/Prcl/Contact/Contractor	90 days	Mon 6/26/06	Fri 10/27/06				
36	Accessor Update Batch	80 days	Mon 6/26/06	Fri 10/13/06				
37	Financial System	80 days	Mon 6/26/06	Fri 10/13/06				
38	Cash System	80 days	Mon 6/26/06	Fri 10/13/06				
39	IVR System	80 days	Mon 6/26/06	Fri 10/13/06				
40	Collection System	80 days	Mon 6/26/06	Fri 10/13/06				
41	State Contractor Board System	80 days	Mon 6/26/06	Fri 10/13/06			340000	
42	**Move to Production**	**30 days**	**Mon 10/16/06**	**Fri 11/24/06**				
43	End User Training	24 days	Mon 10/16/06	Thu 11/16/06				
44	Coordinate Switch to Production Environment	5 days	Fri 11/17/06	Thu 11/23/06	43			
45	**Go Live/Deliver SMA**	1 day	Fri 11/24/06	Fri 11/24/06	44	121,875	50000	
46	**Geoadminostrator**	**12 days**	**Mon 9/4/06**	**Tue 9/19/06**				
47	Setup	10 days	Mon 9/4/06	Fri 9/15/06				
48	Training	2 days	Mon 9/18/06	Tue 9/19/06	47			
49	**HMS**	**69 days**	**Mon 8/21/06**	**Thu 11/23/06**				
50	Analysis	30 days	Mon 8/21/06	Fri 9/29/06				
51	Configuration	35 days	Mon 10/2/06	Fri 11/17/06	50			
52	Testing	3 days	Mon 11/20/06	Wed 11/22/06	51			
53	Acceptance	1 day	Thu 11/23/06	Thu 11/23/06	52		75000	
54	**Dynamic Portal**	**74 days**	**Mon 10/16/06**	**Thu 1/25/07**				
55	Analysis	35 days	Mon 10/16/06	Fri 12/1/06				
56	Configuration	35 days	Mon 12/4/06	Fri 1/19/07	55			

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Task — Milestone — External Tasks
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EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M T
57	Testing	3 days	Mon 1/22/07	Wed 1/24/07	56			
58	Acceptance	1 day	Thu 1/25/07	Thu 1/25/07	57		73172	
59	**Phase 2 Start**	**154 days**	**Mon 9/11/06**	**Thu 4/12/07**	**19**	81,250		
60	**Training**	**4 days**	**Mon 9/18/06**	**Thu 9/21/06**				
61	Configuration Training	4 days	Mon 9/18/06	Thu 9/21/06				
62	**Design Review and Confirmation**	**10 days**	**Mon 9/25/06**	**Fri 10/6/06**	**61**			
63	Final Design Acceptance	10 days	Mon 9/25/06	Fri 10/6/06				
64	**Code Enforcement Department**	**57 days**	**Mon 10/9/06**	**Tue 12/26/06**	**63**			
65	Code Enforcement Process 1 Configuration	15 days	Mon 10/9/06	Fri 10/27/06				
66	Code Enforcement Process 2 Configuration	15 days	Mon 10/30/06	Fri 11/17/06	65			
67	Code Enforcement Process 3 Configuration	15 days	Mon 11/20/06	Fri 12/8/06	66			
68	Unit Process Testing	8 days	Mon 12/11/06	Wed 12/20/06	67			
69	Walkthrough and Acceptance	4 days	Thu 12/21/06	Tue 12/26/06	68		35000	
70	**CRM**	**48 days**	**Mon 9/11/06**	**Wed 11/15/06**				
71	Design Confirmation	3 days	Mon 9/11/06	Wed 9/13/06				
72	Configuration	40 days	Thu 9/14/06	Wed 11/8/06	71			
73	Testing	3 days	Thu 11/9/06	Mon 11/13/06	72			
74	Acceptance	2 days	Tue 11/14/06	Wed 11/15/06	73		25000	
75	**Remaining Legacy Permits (HP)**	**29 days**	**Mon 12/11/06**	**Thu 1/18/07**				
76	Permits Process Configuration	15 days	Mon 12/11/06	Fri 12/29/06	67			
77	Unit Process Testing	10 days	Mon 1/1/07	Fri 1/12/07	76			
78	Walkthrough and Acceptance	4 days	Mon 1/15/07	Thu 1/18/07	77			
79	**Data Services**	**40 days**	**Mon 11/13/06**	**Fri 1/5/07**				
80	Contact/Contractor	40 days	Mon 11/13/06	Fri 1/5/07				
81	DMV System Lookup	40 days	Mon 11/13/06	Fri 1/5/07			90000	
82	**Move to Production**	**13 days**	**Fri 1/19/07**	**Tue 2/6/07**				
83	End User Training	10 days	Fri 1/19/07	Thu 2/1/07	78			
84	Coordinate Switch to Production Environment	2 days	Fri 2/2/07	Mon 2/5/07	83			

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Task — Milestone — External Tasks
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EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M	4, '05 T
85	**Go Live/Deliver SMA**	1 day	Tue 2/6/07	Tue 2/6/07	84	101,335	15000		
86	**HMS**	**49 days**	**Mon 12/18/06**	**Thu 2/22/07**					
87	Analysis	20 days	Mon 12/18/06	Fri 1/12/07					
88	Configuration	25 days	Mon 1/15/07	Fri 2/16/07	87				
89	Testing	3 days	Mon 2/19/07	Wed 2/21/07	88				
90	Acceptance	1 day	Thu 2/22/07	Thu 2/22/07	89		30000		
91	**Dynamic Portal**	**64 days**	**Mon 1/15/07**	**Thu 4/12/07**					
92	Analysis	20 days	Mon 1/15/07	Fri 2/9/07					
93	Configuration	40 days	Mon 2/12/07	Fri 4/6/07	92				
94	Testing	3 days	Mon 4/9/07	Wed 4/11/07	93				
95	Acceptance	1 day	Thu 4/12/07	Thu 4/12/07	94		32606		
96	**Phase 3 Start (Business Licensing)**	**159 days**	**Mon 10/30/06**	**Thu 6/7/07**		60,938			
97	**Training**	**4 days**	**Mon 10/30/06**	**Thu 11/2/06**					
98	Configuration Training	4 days	Mon 10/30/06	Thu 11/2/06					
99	**Business Licensing**	**82 days**	**Mon 11/6/06**	**Tue 2/27/07**					
100	Design Confirmation	10 days	Mon 11/6/06	Fri 11/17/06	98				
101	Business Licensing Group 1 Configuration	20 days	Mon 11/20/06	Fri 12/15/06	100				
102	Business Licensing Group 2 Configuration	20 days	Mon 12/18/06	Fri 1/12/07	101				
103	Business Licensing Group 3 Configuration	20 days	Mon 1/15/07	Fri 2/9/07	102				
104	Unit Process Testing	8 days	Mon 2/12/07	Wed 2/21/07	103				
105	Walkthrough and Acceptance	4 days	Thu 2/22/07	Tue 2/27/07	104		125000		
106	**DynamicPORTAL for Licensing**	**58 days**	**Wed 2/28/07**	**Fri 5/18/07**	**105**				
107	System Analysis	20 days	Wed 2/28/07	Tue 3/27/07	105				
108	System Development	32 days	Wed 3/28/07	Thu 5/10/07	105,107				
109	Testing	4 days	Fri 5/11/07	Wed 5/16/07	108				
110	Acceptance	2 days	Thu 5/17/07	Fri 5/18/07	109		75000		
111	**Fire, Health Department**	**54 days**	**Wed 2/28/07**	**Mon 5/14/07**	**105**				
112	Configuration	40 days	Wed 2/28/07	Tue 4/24/07					

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EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M T
113	Unit Process Testing	10 days	Wed 4/25/07	Tue 5/8/07	112			
114	Walkthrough and Acceptance	4 days	Wed 5/9/07	Mon 5/14/07	113		50000	
115	**Data Services**	**65 days**	**Mon 1/15/07**	**Fri 4/13/07**				
116	Contact/Contractor	60 days	Mon 1/15/07	Fri 4/6/07				
117	Health	50 days	Mon 2/5/07	Fri 4/13/07				
118	Fire	35 days	Mon 2/19/07	Fri 4/6/07			125000	
119	**Move to Production**	**13.5 days**	**Tue 5/15/07**	**Fri 6/1/07**				
120	End User Training	10 days	Tue 5/15/07	Mon 5/28/07	115,114			
121	DBA Training	0.5 days	Tue 5/29/07	Tue 5/29/07	120			
122	Coordinate Switch to Production Environment	2 days	Tue 5/29/07	Thu 5/31/07	121			
123	**Go Live/Deliver SMA**	1 day	Thu 5/31/07	Fri 6/1/07	122	60,938	80000	
124	**HMS**	**69 days**	**Mon 3/5/07**	**Thu 6/7/07**				
125	Analysis	25 days	Mon 3/5/07	Fri 4/6/07				
126	Configuration	40 days	Mon 4/9/07	Fri 6/1/07	125			
127	Testing	3 days	Mon 6/4/07	Wed 6/6/07	126			
128	Acceptance	1 day	Thu 6/7/07	Thu 6/7/07	127		80381	
129	**Phase 4 Start**	**91 days**	**Mon 4/16/07**	**Mon 8/20/07**	**85**	60,938		
130	**Training**	**3 days**	**Mon 4/16/07**	**Wed 4/18/07**				
131	Configuration Training	3 days	Mon 4/16/07	Wed 4/18/07				
132	**Design Review**	**3 days**	**Mon 4/23/07**	**Wed 4/25/07**	**131**			
133	Confirm Design	3 days	Mon 4/23/07	Wed 4/25/07				
134	**Marine**	**35 days**	**Thu 4/26/07**	**Wed 6/13/07**	**133**			
135	Marine Process 1 Configuration	10 days	Thu 4/26/07	Wed 5/9/07				
136	Marine Process 2 Configuration	10 days	Thu 5/10/07	Wed 5/23/07	135			
137	Marine Process 3 Configuration	10 days	Thu 5/24/07	Wed 6/6/07	136			
138	Unit Process Testing	4 days	Thu 6/7/07	Tue 6/12/07	137			
139	Walkthrough and Acceptance	1 day	Wed 6/13/07	Wed 6/13/07	138		50000	
140	**Police Department**	**21 days**	**Thu 6/7/07**	**Thu 7/5/07**				

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Task | Milestone | External Tasks
Split | Summary | External Milestone
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EXHIBIT D1 LONG BEACH STATEMENT OF WORK GANTT Implementation Timeline

ID	Task Name	Duration	Start	Finish	Predecessors	Billing Data	Resource Names	4, '05 M	4, '05 T
141	Police Department Process 1 Configuration	8 days	Thu 6/7/07	Mon 6/18/07	137				
142	Police Department Process 2 Configuration	8 days	Tue 6/19/07	Thu 6/28/07	141				
143	Unit Process Testing	4 days	Fri 6/29/07	Wed 7/4/07	142				
144	Walkthrough and Acceptance	1 day	Thu 7/5/07	Thu 7/5/07	143		25000		
145	**Harbor**	**17 days**	**Fri 7/6/07**	**Mon 7/30/07**					
146	Harbor Department Process 1 Configuration	5 days	Fri 7/6/07	Thu 7/12/07	144,142				
147	Unit Process Testing	8 days	Fri 7/13/07	Tue 7/24/07	146				
148	Walkthrough and Acceptance	4 days	Wed 7/25/07	Mon 7/30/07	147		25000		
149	**Parks & Rec Department**	**20 days**	**Fri 7/13/07**	**Thu 8/9/07**					
150	Parks & Rec Department Process 1 Configuration	5 days	Fri 7/13/07	Thu 7/19/07	146				
151	Parks & Rec Department Process 2 Configuration	5 days	Fri 7/20/07	Thu 7/26/07	150				
152	Parks & Rec Department Process 3 Configuration	5 days	Fri 7/27/07	Thu 8/2/07	151				
153	Unit Process Testing	4 days	Fri 8/3/07	Wed 8/8/07	152				
154	Walkthrough and Acceptance	1 day	Thu 8/9/07	Thu 8/9/07	153		25000		
155	**Special Events**	**8 days**	**Mon 7/23/07**	**Wed 8/1/07**					
156	Special Events Process 1 Configuration	5 days	Mon 7/23/07	Fri 7/27/07					
157	Unit Process Testing	2 days	Mon 7/30/07	Tue 7/31/07	156				
158	Walkthrough and Acceptance	1 day	Wed 8/1/07	Wed 8/1/07	157		25000		
159	**Move to Production**	**13 days**	**Thu 8/2/07**	**Mon 8/20/07**					
160	End User Training	10 days	Thu 8/2/07	Wed 8/15/07	158				
161	Coordinate Switch to Production Environment	2 days	Thu 8/16/07	Fri 8/17/07	160				
162	**Go Live/Deliver SMA**	1 day	Mon 8/20/07	Mon 8/20/07	161	60,938	218370		

Project: Long Beach Timeline
Date: Tue 11/15/05

Exhibit E

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MUTUAL NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT ("Agreement") is hereby entered into between HANSEN® INFORMATION TECHNOLOGIES, INC. ("Hansen") and the CITY OF LONG BEACH, CALIFORNIA ("City"). Each party anticipates the disclosure of Confidential Information to the other party. The party disclosing information will be known as the "Disclosing Party" herein and the party receiving information will be known herein as the "Receiving Party" herein. The purpose of this Agreement is the prevention of the unauthorized disclosure of Confidential Information (as defined below) of the Disclosing Party that may be disclosed to the Receiving Party in conjunction the business discussions between the Parties.

For purposes of this Agreement, Confidential Information means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Receiving Party either directly or indirectly in any form whatsoever (including, but not limited to, in writing, in machine readable or other tangible form, orally or visually):

(i) that has been marked as confidential;
(ii) whose confidential nature has been made known by Disclosing Party, in writing or orally with specific written notification of such oral disclosure within five (5) days thereafter, to Receiving Party; or
(iii) that due to its character, nature, or method of transmittal, a reasonable person under like circumstances would treat as confidential.

In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party hereby agrees as follows:

1. The Receiving Party shall hold and maintain the Confidential Information in strictest confidence and in trust for the sole and exclusive purpose of discussing and investigating a potential business relationship.

2. The Receiving Party shall not, without the prior written approval of the Disclosing Party, use for its own benefit, publish or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, except as required by subpoena, court order, or the California Public Records Act.

3. The Receiving Party shall carefully restrict access to the Confidential Information to those officers, directors, and employees who clearly need such access in order to participate in the business the potential business relationship referred to above. The Receiving Party further warrant and represent that it will advise each of the persons to whom it provides access to any of the Confidential Information, in conformance with the terms of this Agreement, that such persons are strictly prohibited from making any use, publishing, or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any Confidential Information.

4. The Receiving Party shall take all steps reasonably necessary to protect the confidentiality of the of the Confidential Information, except for its disclosure in conformance with the terms of this Agreement, and agree to indemnify the Disclosing Party against any losses, damages, claims, or expenses incurred or suffered by the Disclosing Party as a result of the Receiving Party's breach of this Agreement.

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MUTUAL NON-DISCLOSURE AGREEMENT

5. Receiving Party's obligations under this Agreement shall continue five (5) years following the execution of this Agreement or three (3) years after the last disclosure, whichever is later.

6. The Receiving Party understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Disclosing Party irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that the Disclosing Party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Disclosing Party shall deem appropriate. Such right of the Disclosing Party is to be in addition to the remedies otherwise available to the Disclosing Party at law or in equity.

7. This Agreement imposes no obligation upon Receiving Party with respect to Confidential Information that

   a) was rightfully in the Receiving Party's possession before receipt from the Disclosing Party,
   b) is or becomes a matter of public knowledge through no fault of the Receiving Party,
   c) is rightfully received by the Receiving Party from a third party without a duty of confidentiality,
   d) is disclosed under operation of law,
   e) is disclosed by the Receiving Party with the Disclosing Party's written approval,
   f) is independently developed by the Receiving Party without the use of Confidential Information, or
   g) is disclosed pursuant to subpoena, court order or the California Public Records Act.

8. The Agreement and the Receiving Party's obligations shall be binding on the representatives, assigns, and successors of the Receiving Party and shall inure to the benefit of the assigns and successors of the Disclosing Party.

9. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees.

10. This Agreement constitutes the sole understandings of the parties about this subject matter and may not be amended or modified except in writing signed by each of the parties to the Agreement.