

RESOLUTION NO. 2014-15

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF THE FINANCIAL ACCOUNTING SOFTWARE SYSTEM AGREEMENT BETWEEN BELLEFEUIL, SZUR & ASSOCIATES, INC., AND THE CITY OF BASEHOR, LEAVENWORTH COUNTY, KANSAS

WHEREAS, the City desires to enter into the Financial Accounting Software System Agreement with Bellefeuil, Szur & Associates, Inc. for access to and use of certain software on an application service provider basis, attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF BASEHOR, KANSAS:

Section 1. That the Governing Body approves and hereby authorizes the Mayor to execute the Financial Accounting Software System Agreement, attached as Exhibit A.

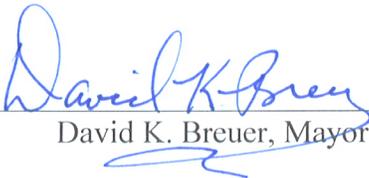
Section 2. That this resolution shall become effective upon passage.

ADOPTED by the Governing Body this 17th day of November, 2014.

SIGNED by the Mayor this 17th day of November, 2014.

SEAL





David K. Breuer, Mayor

ATTEST:



Katherine M. Renn, City Clerk

APPROVED AS TO FORM:



Shannon M. Marcano, City Attorney

EXHIBIT A

Financial Accounting Software System Agreement

FINANCIAL ACCOUNTING SOFTWARE SYSTEM AGREEMENT

This Financial Accounting Software System Agreement ("Agreement") is made between Bellefeuil, Szur & Associates, Inc., a Michigan corporation ("Corporation") and the City of Basehor, Kansas ("City"), this 17th day of November, 2014.

Agreement

A. This Agreement includes and incorporates by reference the following documents, which shall constitute terms of the Agreement:

1. Exhibit A- Software License
2. Exhibit B- Software Service
3. Exhibit C- Technical Support
4. Exhibit D- Statement of Work

B. The City desires to engage Corporation to provide it with access to and use of certain Corporation-provided software (as defined in Exhibit A and known as the "Program") on an application service provider basis.

C. The term of this Agreement shall be three years, from _____ to _____. It shall be the City's option to renew this Agreement to continue the use of the Program for additional terms subject to an increase in the fees listed in Exhibit C, less than or equal to the cumulative yearly consumer price index (CPI). This Agreement will automatically terminate unless the City exercises its option to renew, or as specified in Section D, below.

D. This Agreement may be terminated prior to the Agreement's expiration under the following circumstances:

1. For cause. If either party breaches a material provision of this Agreement, the other party has the right to terminate this Agreement at any time while an event or condition giving rise to the termination exists. To terminate this Agreement, for cause, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period.

However, notice to Corporation of a suspected Documented Defect, as described in Section M (3), will not constitute a notice of termination of this Agreement.

2. For insolvency. If either party ceases doing business, or becomes insolvent or subject to any proceedings under the United States bankruptcy or similar laws for the protection of creditors, the other party has the right to terminate this Agreement if such proceedings have not been dismissed or discharged within thirty (30) calendar days after they are instituted.

E. Duties as to the parties use of Software, Information and data under C or D above:

1. Confidential information. Each party shall return to the other party any and all confidential information of the other party. Such confidential information belonging to the City includes without limitation personnel records, financial data, customer records, and the City's proprietary trade secrets as incorporated into its business methods and information technology.

2. Indemnity. Corporation will defend, indemnify and hold City harmless from and against any loss, cost and expense that City incurs because of a claim that use of a portion of the Program infringes any United States copyright of others. Corporation's obligations under this indemnification are expressly conditioned on the following: (i) City must promptly notify Corporation of any such claim; (ii) Customer must in writing grant Corporation sole control of the defense of any such claim and of all negotiations for its settlement or compromise (if City chooses to represent its own interests in any such action, City may do so at its own expense, but such representation must not prejudice Corporation's right to control the defense of the claim and negotiate its settlement or compromise; (iii) City must cooperate with Corporation to facilitate the settlement or defense of the claim. If any portion of the Program is or in Corporations opinion is likely to become, the subject of a United States copyright infringement claim, then Corporation at its sole option and expense will either: (A) obtain for City the right to continue using the Program under the terms of this Agreement; (B) replace the Program with products that are substantially equivalent in function; or (C) to the extent City is not provided with substantially equivalent services, Corporation shall refund to City the fees payable by City in the year that such claim or threatened claim arises. The foregoing is Corporation's exclusive obligation with respect to infringement of intellectual property rights.

3. Effect of Expiration of the Technical Support Term or Termination of the Agreement. Upon the expiration of the technical support term, or upon any termination of the Agreement by any party, the City's right to receive technical support and to use the Program as otherwise provided in this Agreement terminates. Any use of the Program after the technical support term is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of Corporation's copyright interest in and to the Program.

4. Deconversion Assistance. If after the expiration of this Agreement the City converts to a different vendor's applications, Corporation will provide, upon payment of Corporation's then-current standard deconversion fee, reasonable assistance and documentation for such deconversion in order to assist the City in removing its information and placing said information in Corporation's standard format for input into other vendor's applications. IN the event the City requests a non-standard deconversion, Corporation shall be entitled to receive compensation for consultation, software and documentation provided to assist in the deconversion on a time and materials basis at the standard prevailing rate then charged by Corporation for such services.

5. Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential Information and indemnity will survive the termination of this Agreement.

6. No Termination. If there has been no termination by either party, Corporation shall at all times cooperate with the City, ensuring the City has access to its data and information.

F. Corporation shall commence services and access to the applications as set forth in Exhibit D, attached hereto. Both parties recognize that time is of the essence in completing the access to the applications, conversions, and upgrades reflected in Exhibit D, attached hereto.

G. Corporation promises that the Program, once implemented, shall work as specified and as otherwise set forth in this Agreement. Corporation further represents that the Program shall be capable of conforming with generally accepted accounting principles within the United States, and with applicable federal, state and local law.

H. In the event of a breach of the Agreement, a party may seek all legal and equitable remedies to which it is entitled, subject to the provisions of this Agreement. Notwithstanding the foregoing, the City and Corporation shall, in the event of a Documented Defect, as described in Section M (3), seek to resolve software application and service issues. In the event that the parties have any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with this Agreement, the parties shall follow the following procedure: At the first level, the parties' respective project managers meet in an effort to resolve the dispute. Failing resolution at that level within a specified timeframe, the project managers create a written description of the dispute, and that description is submitted to designated more senior personnel in each organization. Those two individuals then meet in person in an effort to resolve the dispute. Failing their ability to resolve the dispute in a specified timeframe, the individuals submit written descriptions of the dispute to senior management personnel from each organization. The senior management personnel from each organization then meet in an effort to resolve the matter within a specified timeframe. Failing that effort, each party can then pursue its respective rights and remedies at law, subject to the provisions of this Agreement.

I. Notices under this Agreement will be deemed to have been given a) on the date of delivery, if personally delivered; b) the third day after the date of the notice if sent by US Mail; c) the date of receipt if sent by federal or other express service; d) by facsimile on the date sent. Electronic mail delivery must be separately consented to by the parties. Notice should be given to the other party at the following:

City:
City Administrator
P.O. Box 406
Basehor, KS 66007

Corporation:
Steve Rennell
Account Executive
14965 Abbey Lane
Bath, MI 48808

J. This Agreement shall be governed by the laws of the State of Kansas. In the event of any litigation arising out of this Agreement, venue shall lie only in Leavenworth County, Kansas. The parties agree in advance of any litigation to try in good faith to resolve any dispute whether before or after any notice of termination is given, consistent with, although not limited to, the provisions in H.

K. Force Majeure. Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

L. Assignment. Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Program for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of City, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Corporation's assignment of this Agreement or of any Corporation rights under this Agreement to Corporation's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Corporation's assignment of this Agreement to any person or entity to which Corporation transfers any of its rights in the Program.

M. Warranties.

1. Corporation represents and warrants that it is the owner of the Program used in the performance of services under the Agreement, or that it is an authorized licensee with the right to engage in the delivery of such services, and such Program or licenses thereto have been lawfully acquired by Corporation.
2. Corporation warrants and represents that the Program is substantially the same as and performs substantially in the same manner as demonstration versions, manuals, and Corporation's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement, and the Program shall be free of material defects in workmanship and materials. Corporation warrants that in the provision of services under the Agreement, it will use employees, agents or contractors who are adequately trained and who possess the requisite skills and professional knowledge to provide assistance in utilizing the Program.
3. In the event the Program is found not to be substantially the same as and perform substantially in the same manner as demonstration versions, manuals, and Corporation's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement, or that the Program is not free of material defects in workmanship and materials, City shall so advise Corporation and Corporation shall diligently pursue resolution of the discrepancy between the Program and its documentation ("Documented Defect").
4. Corporation's liability in connection with the Program, the license, the software service or technical support or any other matter relating to this Agreement will not exceed the fees that City actually paid to Corporation for the purchase price of the Program. The foregoing limitation upon the amounts of Corporation's liability shall not apply to Corporation's confidentiality obligations under this Agreement.
5. City's liability for all claims arising under this Agreement shall not exceed the amounts rightfully owed by the City under this Agreement. The foregoing limitation upon the amounts of City's liability shall not apply to the City's confidentiality obligations under this Agreement.
6. In no event will either party be liable to the other for any special, incidental or consequential damages, whether based on breach of contract, tort (including negligence), product liability, or otherwise, even if a party has been advised of the possibility of such damage.
7. Except as expressly provided for in this Agreement, Corporation makes no warranties whatsoever, express or implied, with regard to the Program and services, in whole or in

part. Corporation explicitly disclaims all warranties of merchantability and of fitness for a particular purpose.

N. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

O. Entire Agreement. This Agreement and exhibits hereto contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by City in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

P. If any provision of the Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

Q. If there is an ambiguity or inconsistency between the provisions of sections A-Q of this Agreement and the exhibits and appendices attached, the provisions of sections A-Q should control the Agreement interpretation.



David K. Breuer
CITY OF BASEHOR
David K. Breuer, Mayor

ATTEST:

Katherine M. Renn
Katherine M. Renn, City Clerk

BELLEFEUIL, SZUR &
ASSOCIATES, INC.

BY: _____
TITLE: _____

EXHIBIT A

License

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as (the "Program"), and desires to grant a perpetual, non-exclusive, non-transferrable license to City for the use of the Program.

License fees:

General Ledger	\$4995
Accounts Payable	\$3895
Cash Receipting	\$3895
Fixed Assets	\$3895
Utility Billing	\$4545
Special Assessment	\$1995
Building Department	\$4990
Field Inspection	\$2000
AccessMyGov/Internet Services	\$1500
Grand Total	\$31,710

The Program will be installed by Corporation as described in Exhibit D to the Agreement, as agreed to by the parties. Payment of the license fees will be due once installation is complete and deemed acceptable by the City.

The City may make copies and install the Program on as many computers of the City as the City desires, provided the Program is only used within the City in accordance with the Agreement. The Program is not transferrable without the prior written consent of the Corporation. The City will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer the Program or any portion thereof without prior written consent of the Corporation.

EXHIBIT B

Software Service

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as the "Program", and Corporation and City agree that the Corporation shall provide the following conversion services and training services in order to implement the Program:

Conversion Services

Data Conversion	\$12,440
Custom Import	\$4,000
Project Management & Implementation	\$13,750
Total	\$30,190

Training Services

Training	\$23,000
Travel Expenses	\$16,685
Total	\$39,685

Grand Total \$69,875

Conversion and Training Services are more specifically defined in Exhibit D to the Agreement.

Conversions services will begin as described in Exhibit D to the Agreement, as agreed to by the parties. Payment for conversions services in the amount of \$30,190 is due after the software is installed, but prior to the initiation of conversion services.

Training services will begin as described in Exhibit D to the Agreement, as agreed to by the parties. Payment for training services in the amount of \$39,685 is due after training services are complete and the implementation of the Program is deemed acceptable by the City.

EXHIBIT C

Technical Support

In accordance with the Financial Accounting Software System Agreement ("Agreement"), Corporation is the owner of the copyrighted software program known as the "Program", and Corporation and City agree that the Corporation shall provide Program updates and technical support to the City.

For a one year period after implementation is complete and deemed acceptable by the City, the Corporation will provide unlimited Program updates and technical support at no charge to the City. After the first post- implementation year, Program updates and technical support shall be available to the City as follows on an annual basis:

Program Updates and Technical Support

General Ledger	\$1,000
Accounts Payable	\$780
Cash Receipting	\$780
Utility Billing	\$910
Fixed Assets	\$780
Special Assessments	\$400
Building Department	\$1,000
Field Inspection	\$400
AccessMyGov/Internet Services	\$1,500
Total	\$7,550

The technical support term shall be three years, beginning on the first anniversary of the date that implementation of the Program was complete and deemed acceptable by the City, in accordance with the Agreement. The annual fee will not change during the three year term. It shall be the City's option to renew this Agreement to continue the use of the Program and technical support for additional terms basis subject to an increase in the Program update and technical support fees less than or equal to the cumulative yearly consumer price index (CPI). This Agreement will automatically terminate unless the City exercises its option to renew, or as specified in Section D of the Agreement.

EXHIBIT D

Statement of Work

Statement of Work



City of Basehor, Leavenworth County, KS

Prepared for: City of Basehor, KS

Prepared by: Steve Rennell, Account Executive
BS&A Software

Date: November 4, 2014

Version: 1

Revision: 1.1

Status: Draft

Table of Contents

1. Contact List
2. Key Data from Proposal.....
3. Activities and Deliverables.....
 3.1 GL/Budgeting.....
 3.2 Accounts Payable.....
4. Delivery Method.....
 4.1 Generalized Approach.....
 4.2 Estimate Schedule.....
 4.3 Sample Gantt Chart.....
5. Project Management Process.....
 5.1 Organization – Roles and Responsibilities.....
 5.2 Change Control.....
6. Review and Approval.....
7. BS&A Software Service Level Agreement (SLA).....
9. Acceptance.....

Table of Figures

Figure 1: Delivery Process Overview.....
Figure 2: Delivery Process - Execute Phase.....
Figure 3: Change Control Procedure.....

1. Contact List

This section provides the list of key contacts for both BS&A Software and the City of Bashor, KS:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Steve Rennell – Account Executive TBD - Financial Management Product Manager	srennell@bsasoftware.com	(517) 641-8900 (517) 641-8900

City of Basehor, KS Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Katherine Renn, City Clerk	krenn@cityofbasehor.org	(913) 724-1370, Ext. 28

2. Key Data from Proposal

Cost Summary

Application and Annual Service Fee prices based on an approximate population of 23,754. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

General Ledger/Budgeting .NET	\$4,995	
Accounts Payable .NET	\$3,895	
Cash Receipting .NET	\$3,895	
Fixed Assets .NET	\$3,895	
Utility Billing .NET	\$4,545	
Special Assessments .NET	\$1,995	
Building Department .NET	\$4,990	
Field Inspection .NET	\$2,000	
AccessMyGov/ Internet Services	\$1,500	
	Subtotal	\$31,710

Data Conversions

Convert existing Fundbalance data to BS&A format:

General Ledger (Chart of Accounts, Budget & Balances, Up to 10 Years Journal Transaction History)	\$2,000	
Accounts Payable (Vendors, Up to 10 Years Invoice and Check History)	\$1,700	
Cash Receipting (Receipt Items, Up to 10 Years Receipt History)	\$1,700	
Utility Billing (Accounts, Billing Items, Unlimited Payment and Usage History)	\$2,800	
Convert Existing Black Bear data to BS&A Format		
Building Department (per Database)	\$4,240	
	Subtotal	\$12,440

No conversion will be performed for the following applications:

Special Assessments
Fixed Assets
Field Inspection

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners.	\$1,500
Custom Utility Billing Import	\$2,500
Subtotal	\$4,000

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$13,750

Implementation and Training

- \$1,000/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 2	\$2,000
General Ledger/Budgeting .NET	Days: 2	\$2,000
Accounts Payable .NET	Days: 2	\$2,000
Cash Receipting .NET	Days: 1	\$1,000
Fixed Assets .NET	Days: 1	\$1,000
Utility Billing.NET	Days: 4	\$4,000
Special Assessments .NET	Days: 2	\$2,000
Building Department .NET	Days: 6	\$6,000
Field Inspection .NET	Days: 1	\$1,000
Business Licensing (in Building Department .NET)	Days: 2	\$2,000
Total: 23	Subtotal	\$23,000

Cost Totals

Not including Annual Service Fees

Applications	\$31,710
Data Conversions	\$12,440
Custom Interfaces	\$4,000
Project Management and Implementation Planning	\$13,750
Implementation and Training	\$23,000

Total Proposed	\$84,900
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Travel Expenses

\$16,685

Note: Travel expense, fixed bid / not-to-exceed for days quoted above. Additional training days subject to variable travel expense as follows: Hotel @ \$120/day, Meals @ \$55/day, Car Rental @ \$60/day, Airfare @ \$450/trip airfare (if applicable) and related expenses.

Grand Total (with Travel Expenses)

\$101,585

Annual Service Fees

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger/Budgeting .NET	\$1,000
Accounts Payable .NET	\$780
Cash Receipting .NET	\$780
Utility Billing .NET	\$910
Fixed Assets .NET	\$780
Special Assessments .NET	\$400
Building Department .NET	\$1,000
Field Inspection .NET	\$400
AMG Internet Services	\$1,500
Total Annual Service, New Purchases	\$7,550

3. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

3.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Chart of Accounts, Budget & Balances, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
 - a. Chart of Accounts analysis
 - b. Budget process and timing
 - c. Bank reconciliation process and timing
 - d. Pooled cash environments
 - e. Funds with differing FYEs
 - f. Project accounting
 - g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.2 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Vendors, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, import vendors list
8. QC final BS&A database and documentation
 - a. Verify 1099 vendors are marked
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
 - a. Invoice entry process and timing
 - b. Approval process
 - c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.3 Cash Receipting

Establish BS&A Databases

1. No Conversion

Establish BS&A Process

1. Review current CR process
 - a. Number of receipting stations
 - b. Confirm receipting hardware requirements
 - c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.4 Fixed Assets

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Asset Information, Transaction History
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current FA process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.5 Special Assessment

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Special Assessments for each District
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.6 Building Department & Field Inspection

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Properties, Permits, Enforcemtns
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Permit & Enforcement processes
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
6. Verify final BS&A process at cutover

3.7 Internet Services

Establish BS&A Process

1. Create Preliminary Web Payment Site
2. Connect Preliminary Web Payment Site to Utility Billing Database
3. Verify Operation of Preliminary Web Payment Site
4. Review BS&A application functionality
5. Define BS&A process and training requirements
6. Document BS&A process
7. Verify final BS&A process at cutover

4. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to the City of Basehor, KS. This method is described in terms of the generalized approach and as a detailed schedule.

4.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of City of Basehor, KS:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

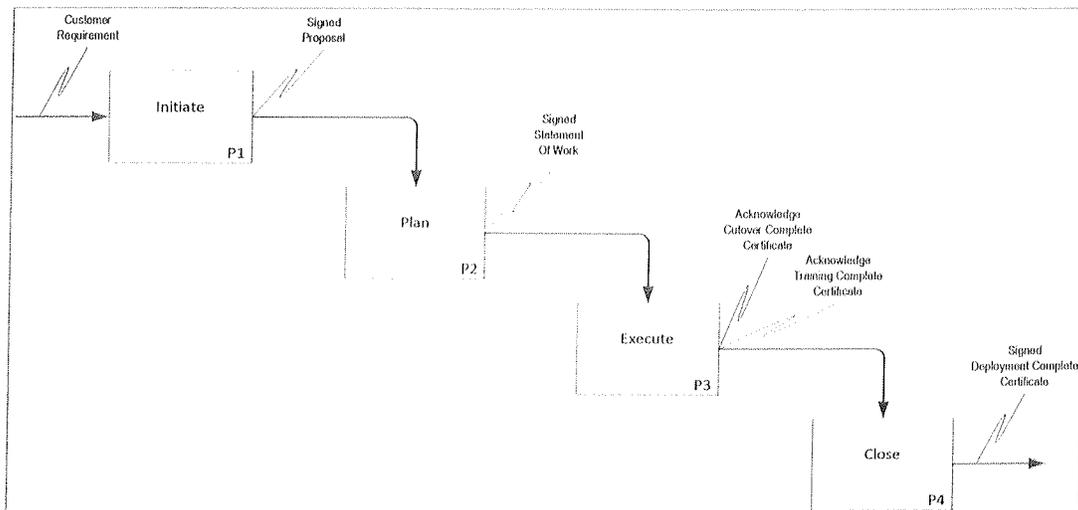
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

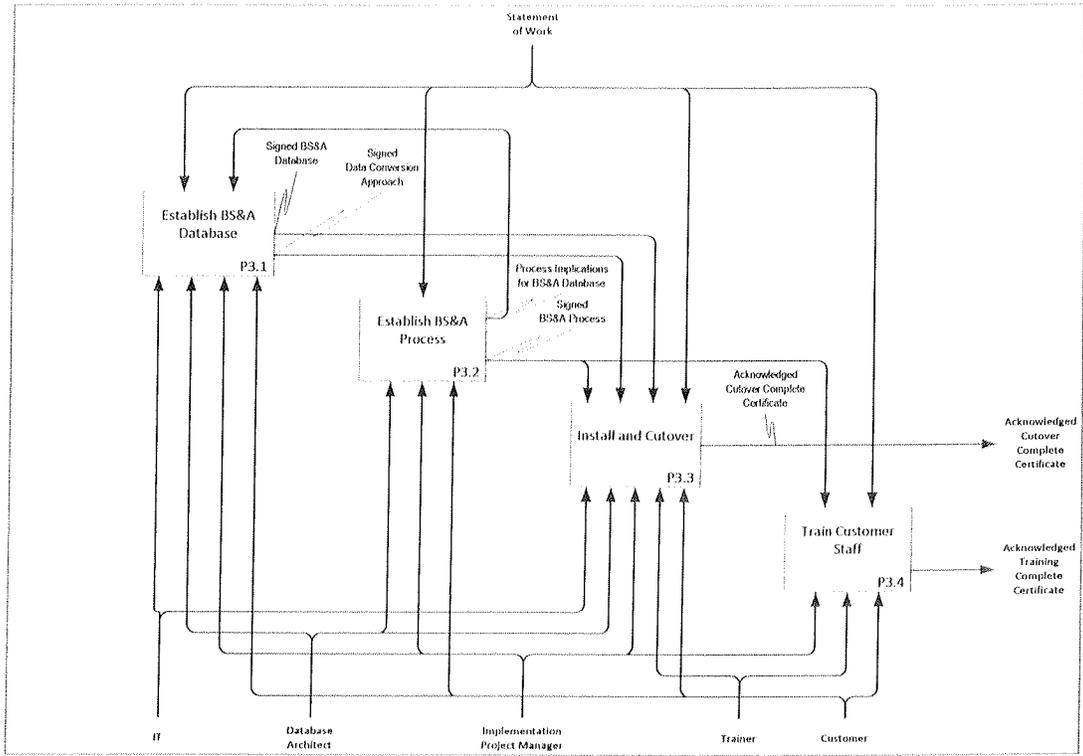
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

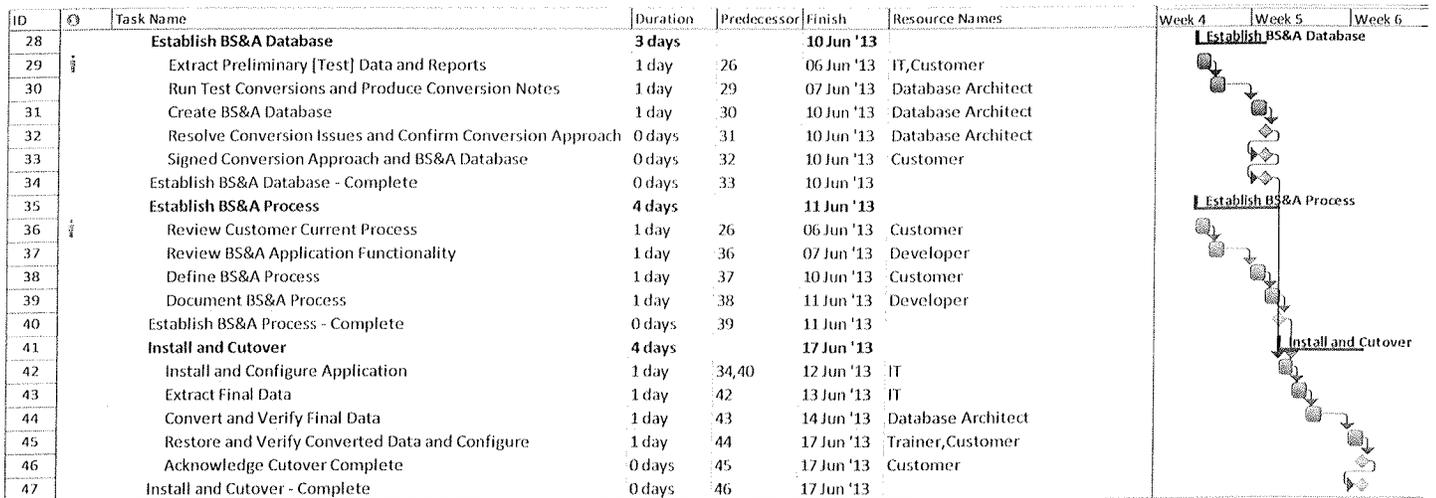
4.2 Estimate Schedule

Following is the estimated schedule based on approval of the project by 11/15/14. During the Kick-off Meeting, an finalized project schedule will be reviewed and approved by both BS&A and City Project teams.

Task	Responsible Parties	Start Date	End Date
Initiation Activities			
Conduct Kick-off Meeting	BS&A and City	12/16/14	12/16/14
Review Project Scope and Project Management Process	BS&A	12/16/14	12/16/14
Establish Project Meeting Schedule	BS&A and City	12/16/14	12/16/14
Assemble BS&A Project Team	BS&A	12/16/14	12/16/14
Assemble City Project Team	City	12/16/14	12/16/14
Create Initial Project Timeline	BS&A & City	12/16/14	12/16/14
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	BS&A and City	2/16/15	2/16/15
Extract Preliminary Data from current System	BS&A and City	2/17/15	2/17/15
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	2/17/15	2/17/15
Conduct Review of Converted Data with City	BS&A and City	2/17/15	2/17/15
Install Programs	BS&A	3/27/15	6/30/15
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and City	4/14/15	4/15/15
Conduct Analysis of Current Forms	BS&A and City	4/14/15	4/14/15
Conduct Review of Required Reports	BS&A and City	4/15/15	4/15/15
Develop Best Practices Recommendation	BS&A	4/27/15	5/1/15
Approve Recommendations	City	5/7/15	5/7/15
Provide Consulting and Assistance with Chart of Account Redesign	BS&A	TBD	TBD
Create System Specification Document	BS&A	5/25/15	5/29/15

Implementation				
Create Forms	BS&A	6/1/15	6/3/15	
Create Reports	BS&A	6/4/15	6/5/15	
Conduct Final Data Extraction	City	7/30/15	7/30/15	
Convert Final Data	BS&A	7/31/15	7/31/15	
On-site Set-up for Users and Configuration Items	BS&A	8/3/15	8/5/15	
Training				
On-site Training	BS&A and City	8/15/15	8/31/15	
Post-Project Activities				
Conduct Post Project Review & Assessment	BS&A and City	9/30/15	9/30/15	

4.3 Sample Gantt Chart



5. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

5.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

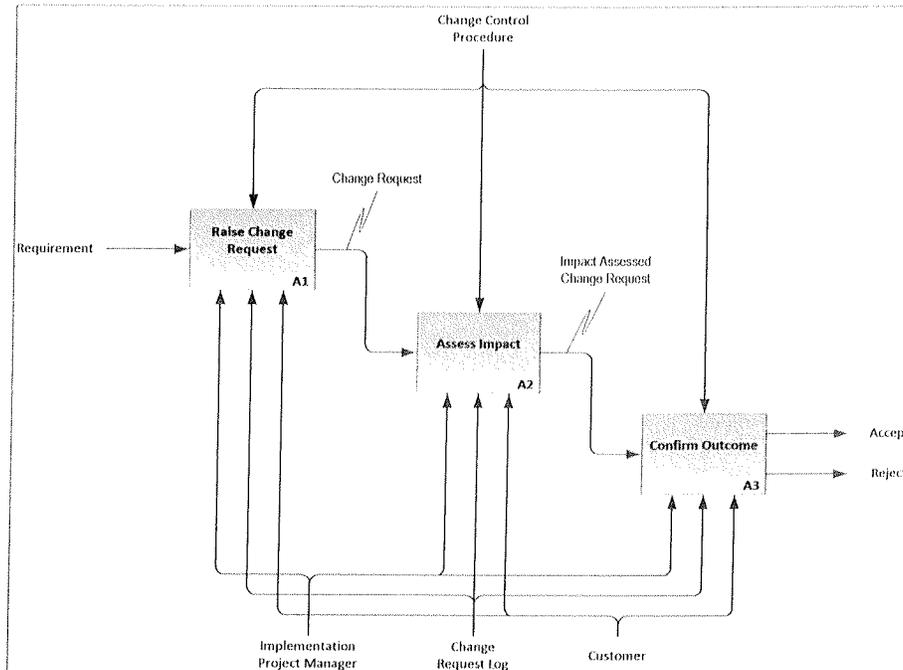
- ~ **Project Management and Implementation Planning Director**
 - ˘ Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Project Manager**
 - ˘ Has day-to-day accountability for the project.
 - ˘ Manages and coordinates all activities and resources associated with the project
 - ˘ Produces and maintains the Project Plan
 - ˘ Responsible for and leads the work associated with the development of the customer's new processes.
- ~ **Database Technician**
 - ˘ Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Implementation and Training Representative**
 - ˘ Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
 - ˘ Assists with the extraction of test and production data from the customer's existing applications.
 - ˘ Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - ˘ May assist as required.

Note: there may be a number of people fulfilling each role.

5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

6. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Project Management and Implementation Planning Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Implementation and Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.

7. BS&A Software Service Level Agreement (SLA)

BS&A Software maintains the following as standard benchmarks goals for customer support and issue resolution.

BS&A Software's standard hours for telephone support are from 8:30 a.m. to 5:30 p.m., EST, Monday through Friday.

Most commonly, customers utilize the **Contact Customer Support** option located within the Help menu of all of our applications. Our toll-free support line is another common method used to communicate issues, suggestions, or questions. Our support department can also be reached via email.

We average a response time of under 15 minutes for initial customer service requests. During certain busy times of the year, such as Payroll Year End/W2 Processing time, our response time goal increases to under 1 hour.

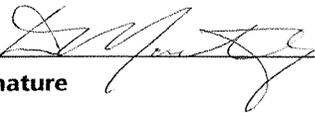
Customer service requests fall into four main categories:

- A. **Technical.** Questions or issues relating to I.T. functionality, future hardware purchases, and configuration. These types of communication typically fall within our 15 minute response time goal.
- B. **Questions/Support.** General questions regarding functionality, use, and setup of the applications. These types of communication typically fall within our 15 minute response time goal.
- C. **Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. These types of communication typically fall within our 15 minute response time goal for the initial customer contact.
- D. **Issues/Bugs.** Items that cause unintended, undesirable behavior in the applications. These items fall into three subcategories:
 - i. **Critical.** Cases where an error or issue has rendered the application unusable, with no viable workaround or alternative. The targeted resolution time for all critical issues is less than 1 day. These issues are exceedingly rare, and most are resolved in a matter of hours.
 - ii. **Moderate.** Cases where an error or issue causes a significant inconvenience, with no viable, easy to manage workaround. The targeted resolution time for all moderate issues is within 2 weeks, and many are corrected within the same business day.
 - iii. **Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times based on that priority are communicated to the customer.

9. Acceptance

Signature constitutes...

1. An order for products and services as quoted
Quoted prices do not include Program Customization or training beyond the estimated number of days
2. Agreement with the proposed Annual Service Fees
3. Acceptance of BS&A's hardware recommendations required to efficiently run the .NET applications


Signature

11-18-14
Date

BS&A PLEDGE. We offer a one-year, risk-reversal pledge on our software. If, up to a year after installation, you are not happy with our software and service, you can return our software for a full refund.

Returning Accepted Proposal to BS&A

Please return the entire proposal, with signature/date (this page) and contact information (next page) filled out, by any of these methods:

Mail: BS&A Software
14965 Abbey Lane
Bath, MI 48808

Fax: (517) 641-8960

Email: srennell@bsasoftware.com

Once your proposal is received, a BS&A representative will contact you to begin the scheduling process.