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DATE: November 28, 2012

TO: Honorable Mayor and City Council Members

FROM: City Manager's Office/Information Technologies

SUBJECT: **AMENDMENT 3 IN THE AMOUNT OF \$80,000 TO EXISTING PROFESSIONAL SERVICES AGREEMENT WITH VALUE STRATEGIES, INC., FOR INSTALLATION OF ORACLE SYSTEM SOFTWARE UPDATES, AND CONTINUED SUPPORT OF EXISTING APPLICATIONS; PROFESSIONAL SERVICES AGREEMENT WITH ENTERPRISE TECHNOLOGY SERVICES, LLC, IN THE AMOUNT OF \$40,000 TO DESIGN AND BUILD A NEW PAYSTUB INQUIRY AND PROVIDE CONTINUED SOFTWARE SUPPORT FOR ORACLE INTEGRATIONS AND INTERFACES**

### **SYNOPSIS**

Staff recommends that the City Council approve Amendment 3 in an amount not to exceed \$80,000 to the Professional Services Agreement with Value Strategies, Inc. for continuing Oracle System software support, and support of existing Oracle applications; approve a Professional Services Agreement with Enterprise Technologies, LLC, in an amount not to exceed \$40,000 to design and build a new Paystub inquiry and provide continued software support for Oracle integrations and interfaces, and authorize the City Manager to execute the amendment and the agreement.

### **BACKGROUND**

On December 1, 2011, the City Council approved a Professional Services Agreement with Value Strategies to perform Oracle System software support. On February 1, 2012 the City Council approved Amendment 1 in the amount of \$99,020 for Oracle/JDE Tools Release and Disaster Recovery Update. On October 3, 2012, the City Council approved Amendment 2 in the amount of \$420,000 for implementation of phase 6 update to the Financial Services Department Oracle System, and approved a purchase order to Enterprise Technologies in the amount of \$74,115 for the purchase of Oracle WebLogic Suite processor licenses, and established a project contingency in the amount of \$40,000.

Value Strategies, Inc., has compiled the same team of consultants who worked on the 8.12 update in 2008. They are very familiar with the intricacies of Oceanside's Oracle system, having programmed and designed the system throughout the various phases.

Enterprise Technology Services, LLC, is headed by Mario Alvarado who was part of the original Value Strategies team of consultants who worked on the 8.12 update in 2008. Again, he is very familiar with the intricacies of Oceanside's Oracle System.

## **ANALYSIS**

An amendment to the original agreement with Value Strategies is requested to continue the same scope of work, and authorize additional funds for the necessary system support. The continued system support includes: implementing Oracle JD Edwards end-of-year processes, configure Web-enabled applications, software updates and configurations and provide configuration of JD Edwards native features to support existing or planned business processes for the balance of the fiscal year. Value Strategies will provide platform migrations, data archiving, system security, as well as develop software interfaces/integrations, including the restoration of modified programs during a software update. Every time an existing or new software application that has an interface to JD Edwards is either updated or added, modifications must be made to JD Edwards to properly accept, utilize and store the data that is deposited in JD Edwards through the interface process.

The Professional Services Agreement with Enterprise Technology Services will provide new application functionality related to the Oracle JD Edwards paystub inquiry. Enterprise Technologies will create a new user-friendly form-style inquiry for employees. The employee will be able to select the information that is needed with an end result of a formatted PDF document displaying the required paystub information. Currently, employees must screen print the paystub information, which produces an inconsistently formatted document. Enterprise Technologies will also provide software programming and support throughout the 2012-13 fiscal year.

## **FISCAL IMPACT**

The Scope of Work provided by Value Strategies will be funded using available funds in account number 155160841.5305 (Financial Software Professional Services) and 155167841.5320 (Utility Billing Repair/Maintenance) through an amendment to existing purchase order number 1001519, issued 7/27/2012, which is not to exceed \$80,000. The Chief Information Officer will approve all payments based on confirmed completion of each project phase. Enterprise Technologies' Scope of Work for the new paystub inquiry functionality; and required software programming and support is not to exceed \$40,000. A purchase order will be generated using available funds in account number 155167841.5320. Each project will be approved for payment by the Chief Information Officer.

## **COMMISSION OR COMMITTEE REPORT**

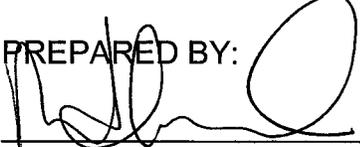
Not applicable.

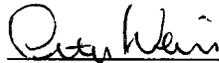
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

**RECOMMENDATION**

Staff recommends that the City Council approve Amendment 3 in an amount not to exceed \$80,000 to the Professional Services Agreement with Value Strategies, Inc. for Oracle System software support, Web-enabled applications and support of existing Oracle applications; approve a Professional Services Agreement with Enterprise Technologies, LLC, in an amount not to exceed \$40,000 to design and build a new Paystub inquiry and provide software support for Oracle integrations and interfaces, and authorize the City Manager to execute the amendment and the agreement.

PREPARED BY:   
\_\_\_\_\_  
Michael Lee Sherwood  
Chief Information Officer

SUBMITTED BY:  
  
\_\_\_\_\_  
Peter A. Weiss  
City Manager

REVIEWED BY:  
Michelle-Skaggs Lawrence, Deputy City Manager  
Teri Ferro, Financial Services Director




# Oracle – JD Edwards Software Services

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## CITY OF OCEANSIDE AMENDMENT 3 TO PROFESSIONAL SERVICES AGREEMENT

**PROJECT:** Oracle – JD Edwards Software Improvements and Support

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter “Amendment”), dated November 28, 2012 for identification purposes, is made and entered into by and between the City of Oceanside, a municipal corporation, hereinafter designated as “CITY”, and Value Strategies Inc. of Carlsbad, California, hereinafter designated as “CONSULTANT”.

### RECITALS

WHEREAS, CITY and CONSULTANT are the parties to that certain Professional Services Agreement dated December 1, 2011, hereinafter referred to as the “Agreement”, wherein CONSULTANT agreed to provide certain services to the CITY as set forth therein;

### AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

#### 1. SCOPE OF WORK – JD Edwards Software Services

##### **Functional Software Configuration and Feature Set-Up Services:**

- All software evaluation, configuration, support and implementation is provided at the direction of Information Technologies Division management.
- Provide Assessment Evaluations of existing JD Edwards software set-ups for inactive features and dormant functionality available for use from the native software.
- Provide configuration of JD Edwards native features to support existing or planned business processes.
- Advise on best practices for processes that take advantage of JD Edwards software.

**2. Software Technical Services:** Provide installation of needed JD Edwards software. Provide platform migrations, software updates, archiving of data, system security services, and other technical work. Provide system support vacation coverage for Information Technologies Division employees. These services are provided on an “as scheduled” or “as needed” basis by CONSULTANT per individual Project Plans.

**3. Programming:** Provide modification of existing software. Provide development of software interfaces and integration. Provide restoration of

## Oracle – JD Edwards Software Services

modified programs during an upgrade. Provide programming support vacation coverage for Information Technologies Division employees. Schedule “as needed” support for these services, or “as available” per individual Project Plans.

**4. Application Development Services:** Provide design, application specification development and delivery of custom business applications including web enabled applications and web services.

**5. Compensation:** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$80,000. Information Technologies will be responsible for payment of the approved project deliverables outlined in the attached **Exhibit A**. The term of this agreement shall be in force from November 28, 2012 through June 30, 2013.

Based on the CONSULTANT’S required level of expertise for the work that is performed. A rate table outlining the CONSULTANT’S level of expertise, a description of the associated work and the related hourly rate range follows:

<b>Category</b>	<b>Work Description</b>	<b>Rate Range/ Hour</b>
Software Technical Consultants	Installation and set-up of actual software objects. Data refreshes. “CNC” work.	\$145 - \$160
Software Programmers	Programming of software modifications / customizations and reports	\$145 - \$180
Software Functional Consultants	Configure software set-ups to match business processes	\$150 - \$190

**6.** Except as specifically modified by this Amendment 3, all other terms and conditions of the Agreement remain in full force and effect.

**SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY.

# Oracle – JD Edwards Software Services

## EXHIBIT A

### Rationale:

CITY has spent considerable time and effort to correct, optimize and upgrade its JD Edwards ERP system. In the process, the CITY's system has become a model for others using JD Edwards Software. The CITY recognizes the need for ongoing improvements to the system to better support CITY business processes.

### Purpose:

This SOW creates a support program designed to provide a baseline level of improvement for CITY's JD Edwards EnterpriseOne ERP System. Generally, support can be broken down into three areas:

1. CNC: Technical software support for software objects and their proper installation.

Includes response and correction of software related problems:

2. Functional Application Support: Ensure software set-ups and configurations are working as designed and accurately match CITY business processes and requirements.

Response and correction of JD Edwards application problems.

3. Programming: Services to 1) Interface JD Edwards to other software packages and services, as required. 2) Enable software configuration set-ups constructed by Functional Consultants.

### Other Services:

- JD Edwards/ERP Strategic Planning for Upgrades, Integration and ancillary products.

### Team Members for this SOW include but are not limited to:

1. CNC: Jon Auger
2. Functional Team: Adam Fleck, Kevin Yeaman, Mario Alvarado
3. Programmers: Arnel Alon

Services will be mutually scheduled and agreed upon based on availability of consultants.

### When will services be provided?

1. Planned Support as Scheduled
  - a. End of year Oracle updates, ESUs, SARS, and Software Tools Releases, etc.
  - b. Can be pre-scheduled as agreed.
2. On Call Support:
  - a. Additional non-emergency support to be scheduled as needed.
  - b. See procedures under "How to obtain support" below.
3. Emergency Support:
  - a. Crisis response needed urgently.
  - b. See procedures under "How to obtain support" below.

### How to obtain support service:

## Oracle – JD Edwards Software Services

### EXHIBIT A

#### A. Scheduled:

Certain activities such as year-end updates will be pre-scheduled with time allotted for their completion.

Schedule to be set-up during periodic planning meetings.

#### B. On Request, as needed, during Normal Business Hours:

1. Requests for service are directed to Duane Varnum for triage to correct team member.
2. Requests may only originate from specific members of I.T. Management and staff, including: Michael Sherwood, Yukari Brown, Gina Walsh and Yvette Barajas.
3. Duane Varnum will notify the best and most available team member to handle the request and will obtain estimates of time and availability from them.
4. Estimates will be relayed back to CITY for approval via email. Email approval from CITY is sufficient.
5. CONSULTANT will be scheduled and will start the work on the agreed upon day.

#### C. Emergency (Outside of NBH):

1. Call, email and text Duane Varnum. Leave message with call back number.
  - Duane Varnum will acknowledge via call back to CITY as soon as he picks up message.
  - Duane Varnum will immediately use 'best efforts' to acquire best team member for quickest response possible.
  - Duane Varnum will notify CITY of results of efforts within one hour.
2. If immediate action needed and Duane Varnum is not able to respond within one hour, place call to Jon Auger directly. Leave message.
  - a. Jon Auger, if immediately available, will determine best consultant to handle the issue and attempt to notify CONSULTANT for direct response back to CITY.
  - b. If Jon is not immediately available, he will respond back to CITY when he picks up the message.

#### Meetings:

CONSULTANT (Duane Varnum) will meet with CITY for periodic planning and procedure adjustment meetings.

During the first two months of this agreement, meetings will be bi-weekly.

Thereafter, meetings will be once per month.

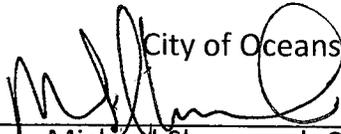
#### Where will Support Services be Provided?

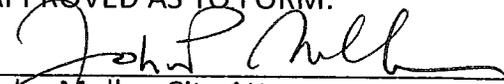
1. It is anticipated that most services will be provided onsite at CITY I.T. offices.
2. Wherever possible, services from remotely based consultants will be provided via remote access to the CITY system.
3. Facilities:
  - a. Work spaces
  - b. Meeting rooms

Oracle – JD Edwards Software Services

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on the dates set forth below.

Value Strategies Incorporated  
By:   
Duane T. Varnum - President  
46-0641000  
Employer ID No.

City of Oceanside  
By:   
Michael Sherwood, CIO  
By: \_\_\_\_\_  
Peter A. Weiss, City Manager

APPROVED AS TO FORM:  
  
John Mullen City Attorney

**NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of San Diego )ss.

On November 13, 2012 before me, Elizabeth S. Hedrick, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Duane T. Varnum  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct..

WITNESS my hand and official seal.

Elizabeth S. Hedrick  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

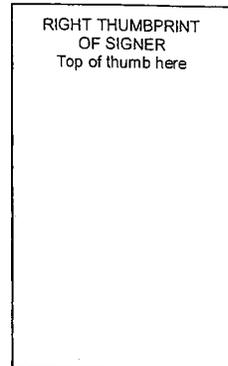
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_



# JD Edwards - Paystub Inquiry Print Function and Software Application/Program Support

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## CITY OF OCEANSIDE

### PROFESSIONAL SERVICES AGREEMENT

**PROJECT: Oracle JD Edwards Paystub Inquiry Print Function and Software Application Support**

THIS AGREEMENT, dated November 28, 2012 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, with offices located at 300 North Coast Highway, Oceanside, CA 92054 hereinafter designated as "CITY", and ENTERPRISE TECHNOLOGY SERVICES, LLC d.b.a. ENTERPRISE TECHNOLOGIES, organized and existing as a Limited Liability Corporation under the laws of the State of Delaware, qualified to do business in the State of California, and having a principal place of business at 333 City Boulevard West, Suite 1700, Orange, CA 92868 hereinafter designated as "CONSULTANT."

CONSULTANT is a Limited Liability Company consisting of a consortium of contractually bound consultants who provide functional, technical, programming and integration services and products to clients using Oracle JD Edwards World and Enterprise One.

#### **NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

**1. SCOPE OF WORK – Oracle JD Edwards Paystub Inquiry Print and Software Application, Program Support**

The CITY has an existing Paystub History Inquiry for employees to view their paystub information. The CITY would like the ability to be able to consistently print the paystub information from a user friendly form style inquiry. Currently employees screen print the information from Internet Explorer, which produces an inconsistently formatted document.

**1.1 Design and Build New Functionality Using Oracle JD Edwards EnterpriseOne Toolset and Business Intelligence (BI) Publisher. Functionality Goals:**

- Read the information presented to the user in the Paystub Inquiry, and pass the information to BI Publisher via an XML document.
- BI Publisher, using the XML document will render a pixel perfect PDF document.
- Information presented on the inquiry document will be limited to the data outlined on the inquiry form.

## JD Edwards - Paystub Inquiry Print Function and Software Application/Program Support

- BI Publisher will output the paystub information document to the requesting user(s).
- In the 9.1 Tools Release the paystub information document will be available in the toolbar at the bottom of the user's computer screen.
- CITY will approve the final format of the data input inquiry and the printed paystub document.

### 1.2 Paystub Inquiry Print Project Time and Cost:

No.	Task Description	Hours	Cost
1	<b>Development</b>		
2	Paystub Inquiry Application Modification	24	--
3	UBE Report to read work file to create XML output	12	--
4	BI Pub Template	32	--
5	<b>Design and Testing</b>	30	--
Total Direct Labor		98	--
Expenses (3%)			Included
<b>Total Project – Fixed Price</b>			<b>\$12,000</b>

Compensation for the Paystub Inquiry Print project only deliverables will be paid in the following increments:

- \$3,600 (30%) of the project cost will be paid after the project start date is approved by the CITY.
- \$3,600 (30%) of the project cost will be paid when the development is complete and the project functionality is made available for testing.
- The final project payment of \$4,800 (40%) will be paid when the functionality is tested, approved by the CITY and the Paystub Inquiry is successfully installed on the production environment.

### 1.3 Software Programming and Support:

- Provide software support for licensed Oracle products including support for integrations and interfaces with Oracle JD Edwards.
- Provide restoration of modified applications/programs during an update.
- Software support and update services are provided on an "as scheduled" or "as needed" basis by CONSULTANT per individual project plans.

### 1.4 Software Application/Program Support Cost:

- All software application/program support cost will be billed at the following hourly rates for each role as listed below. All other roles not listed below will be preapproved by the CITY.

## JD Edwards - Paystub Inquiry Print Function and Software Application/Program Support

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Role	Rate per hour
Senior Financial Consultant	\$ 160
Distribution Consultant	\$ 160
Project Manager	\$ 175
CNC Consultant	\$ 160
Development: JD Edwards / CreateForm / BI Publisher	\$ 130
Mileage Reimbursement	\$0.51/mile

- The total cost of software and or program support not to exceed \$28,000.
- All work will be pre-approved by CITY per individual project.

### 1.5 Services Provided by CONSULTANT:

- Provide consultant(s) who are experienced and knowledgeable about the subject matter to perform the approved services.
- Provide CITY computer hardware for the consultant(s) use to execute the project deliverables.
- All necessary licenses have been obtained to perform the approved services.
- Warrants the services and materials do not infringe on any patents.
- CONSULTANT will make every effort to minimize the impact of the project on CITY employees.

### 1.6 Services Provided by CITY:

- Provide workspace suitable for three (3) consultants, including Internet access, and a high definition projector for the duration of the contract.
- Provide land line telephone access, with local and long distance calling access.
- Provide reasonable access to key CITY staff to obtain necessary information to accurately configure the required business processes in JD Edwards.

2. **INDEPENDENT CONTRACTOR.** CONSULTANT'S relationship to the CITY shall be that of an independent contractor. CONSULTANT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the CITY.

JD Edwards - Paystub Inquiry Print Function and Software  
Application/Program Support

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CONSULTANT shall be solely responsible for the performance of any of its employees, agents, or subcontractors under this Agreement. CONSULTANT shall report to the CITY any and all employees, agents, and consultants performing work in connection with these projects, and all shall be subject to the approval of the CITY.

3. **WORKERS' COMPENSATION.** Pursuant to Labor Code section 1861, the CONSULTANT hereby certifies that the CONSULTANT is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the CONSULTANT will comply with such provisions, and provide certification of such compliance as a part of this Agreement.

4. **LIABILITY INSURANCE.** CONSULTANT shall, throughout the duration of this Agreement maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONSULTANT, its agents and employees, performed in connection with this Agreement including but not limited to premises and automobile.

4.1 CONSULTANT shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance  
(Bodily injury and property damage)

Combined Single Limit per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance  
(Bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific aggregate	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
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\*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONSULTANT under this Agreement.

4.2 If coverage is provided through a Commercial General Liability Insurance policy, a

## JD Edwards - Paystub Inquiry Print Function and Software Application/Program Support

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minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchased by the CONSULTANT to restore the required limits. The CONSULTANT shall also notify the CITY promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONSULTANT resulting from any of the CONSULTANT'S work.

- 4.3** All insurance companies affording coverage to the CONSULTANT for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the City of Oceanside, its officers, agents, and employees shall be excess only and not contributing with insurance provided pursuant to this Section.
- 4.4** All insurance companies affording coverage to the CONSULTANT pursuant to this agreement shall be insurance organizations admitted by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 4.5** CONSULTANT shall provide thirty (30) days written notice to the CITY should any policy required by this Agreement be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 4.6** CONSULTANT shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 4.7** CONSULTANT shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONSULTANT to provide such a substitution and extend the policy expiration date shall be considered a default by CONSULTANT and may subject the CONSULTANT to a suspension or termination of work under the Agreement.
- 4.8** Maintenance of insurance by the CONSULTANT as specified in this Agreement shall in no way be interpreted as relieving the CONSULTANT of any responsibility whatsoever and the CONSULTANT may carry, at its own expense, such additional

JD Edwards - Paystub Inquiry Print Function and Software  
Application/Program Support

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insurance as it deems necessary.

5. **PROFESSIONAL ERRORS AND OMISSIONS INSURANCE.** Throughout the duration of this Agreement and four (4) years thereafter, the CONSULTANT shall maintain professional errors and omissions insurance for work performed in connection with this Agreement in the minimum amount of One Million Dollars (\$1,000,000.00).

CONSULTANT shall provide evidence of compliance with these insurance requirements by providing a Certificate of Insurance.

6. **CONSULTANT'S INDEMNIFICATION OF CITY.** To the greatest extent allowed by law, CONSULTANT shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the negligent acts, errors or omissions or wrongful acts or conduct of the CONSULTANT, or its employees, agents, subcontractors, or others in connection with the execution of the work covered by this Agreement, except for those claims arising from the willful misconduct, sole negligence or active negligence of the CITY, its officers, agents, or employees. CONSULTANT'S indemnification shall include any and all costs, expenses, attorneys' fees, expert fees and liability assessed against or incurred by the CITY, its officers, agents, or employees in defending against such claims or lawsuits, whether the same proceed to judgment or not. Further, CONSULTANT at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees resulting or arising from the conduct, tortious acts or omissions of the CONSULTANT.

- 6.1 CONSULTANT'S indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONSULTANT.

7. **COMPENSATION AND PAYMENT TERMS.** CONSULTANT'S compensation for all work performed in accordance with this Agreement, shall not exceed the total contract price of \$40,000. Information Technologies will be responsible for payment on compensation of the approved project deliverables. The term of this agreement shall be in force from November 28, 2012 through June 30, 2013.

- 7.1 No work shall be performed by CONSULTANT in excess of the total contract price without prior written approval of the CITY. CONSULTANT shall obtain approval by the CITY prior to performing any work that result in incidental expenses to CITY.

## JD Edwards - Paystub Inquiry Print Function and Software Application/Program Support

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- 7.2** Payment shall be made by the CITY to CONSULTANT fifteen (15) days from the delivery of invoices according to the project payment structure outlined in 1.2 of the agreement.
- 7.3** CONSULTANT retains the option to suspend or terminate services under this agreement for failure of CITY to pay invoices for services or expenses within 60 calendar days from the date the invoice was issued or submitted to the CITY.
- 7.4** All expenses related to support must be approved by the CITY.
- 8.** **RISK OF DATA LOSS.** CITY agrees to take all necessary steps to provide for data security and backups prior to any service performed on computer hardware, software or other equipment by CONSULTANT. CONSULTANT also agrees to take all necessary steps to provide for data security and backups prior to and during the services performed by CONSULTANT on computer hardware, software or other equipment owned by the CITY.
- 9.** **NON-SOLICITATION.** CITY agrees that for the term of this agreement that CITY will not solicit or recruit or help any other party to solicitor recruit any consultant working under this agreement to work for any other organization. Like-wise CONSULTANT agrees not to solicit or recruit any of CITY'S employees for the same term.
- 10.** **TIMING REQUIREMENTS.** Time is of the essence in the performance of work under this Agreement and the timing requirements shall be strictly adhered to unless otherwise modified in writing. All work shall be completed in every detail to the satisfaction of the CITY. All work must be completed and approved by the CITY on or before March 1, 2013.
- 11.** **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONSULTANT concerning the work to be performed for this project and supersedes all prior negotiations, representations, or agreements.
- 12.** **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.
- 12.1** The CONSULTANT shall be responsible for complying with all local, state, and



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California )  
County of San Diego )<sup>SS.</sup>

On November 13, 2012 before me, Elizabeth S. Hedrick, Notary Public  
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Mario Alvarado  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Elizabeth S. Hedrick  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable for persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Professional Services Agreement.

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

