CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: Motion Approving Engagement Agreement - Project Management Consulting Services (BasicLeigh Communications LLC)

DATE: May 4, 2015

FINANCIAL IMPACT: Cost will be determined based on hours devoted to the project, but the scope of work is somewhat uncertain due to the nature of the implementation. It is estimated that the consultant could spend as much as 20-30 hours per week during peak times of the 12-15 month implementation. BasicLeigh Communications has proposed an hourly rate of $90, which compares favorably to project managers of comparable skill level. There is approximately $32,000 uncommitted towards the project for FY 14-15, so completion of the implementation will likely require a budget amendment in FY 15-16.

BACKGROUND: Council may recall that ClientFirst Consulting Group was selected after a competitive RFP process to assist the City as a consultant early in 2014. Their scope of work included an assessment of the city's current financial processes, development and assistance in evaluation of a city-issued RFP to purchase the new system, and coordination of implementation and training for the system. The implementation and training pieces were included as an "add option" to the base agreement.

As a separate item on this Council meeting agenda, Council is being asked to approve the purchase of the financial software system from New World Systems Corporation. As part of that vendor proposal process, New World was required to provide a statement of work for the implementation and training aspects of the project. As staff absorbed the details of this statement of work, it became apparent that it would be more advantageous to have a local project manager overseeing the project and working with New World Systems, as opposed to continuing the relationship with ClientFirst.

The Finance Director and IT Director conducted interviews with three potential project managers. All were qualified and capable of completing the project successfully and each proposed a similar hourly rate, however BasicLeigh Communications, LLC (Ms. Leigh McGivern) was the preferred consultant based on experience, qualifications, and references.

RECOMMENDATION: Approve the proposed agreement with BasicLeigh Communications LLC for project management consulting services and authorize the Finance Director to execute the document on behalf of the City.

Lead Staff Member: Tim Stiles, Finance Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	
Agenda Acceptance	RTG

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	Finance & Administration		
Date Reviewed	April 22, 2015		
Recommendation	Yes	No	Split

BasicLeigh
COMMUNICATIONS

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OFFICE 515.287.3765 CELL: 515.360.5349 FAX: 515.287.6639
basicleighcommunications@mchsi.com

April 30, 2015

Proposal and Work Agreement for Contracted Project Management and Communication Services for the City of West Des Moines

THIS PROJECT MANAGEMENT and COMMUNICATION SERVICES PROPOSAL AND WORK AGREEMENT (hereinafter "Agreement") is made and entered into on this ___ day of _____, 2015, by and between the City of West Des Moines, an Iowa municipality (hereinafter "Client"), and BasicLeigh Communications, LLC, organized under the laws of the state of Iowa (hereinafter "Consultant").

Description and Scope of Work

BLC shall perform the following services for Client:

To act and function in the capacity as the City of West Des Moines' Project Manager on the Finance Department Software Update Transition Project (hereinafter "Project"), which is comprised of tasks related to the purchase and installation of accounts payable/accounts receivable software. With guidance from the Client, Consultant shall supervise and manage all aspects of the Project and shall regularly communicate and coordinate Project activities with the Client and the Client's other chosen vendors, contractors and professionals on the Project, including members of the Client's internal stakeholder teams and assignees. Project management services also shall include the following work and tasks pertaining to the Project:

A. With the Client, monitor the Project budget and oversee payments and financial record keeping and reporting; and

B. Attend and participate in Project team and review meetings, including the Client Steering Committee and/or other committee meetings, as necessary or as directed by the Client Project Executive Sponsor and make recommendations as appropriate; and

C. Ensure all internal and external team members, including, but not limited to other vendors, contractors and professionals on the Project, are on task, meeting required deadlines and timetables, timely and fully performing and complying with their contractual obligations and duties, and staying within the Client's approved budget parameters; and

D. In collaboration with Client's other vendors, contractors and professionals, prepare and implement all project management plans, policies, procedures, and protocols required by the applicable terms and provisions of any local, state or federal laws, regulations, and/or grants; and

E. Manage and administer all phases of the Project, and be physically present at Client's offices as deemed necessary by the Client once Project activities begin to adequately perform the duties of the Project Manager and/or as otherwise directed by the Client Project Executive Sponsor; and

F. Prepare and provide to the Client written status reports on a monthly basis or on a more or less frequent basis as directed by the Client Project Executive Sponsor, which reports shall include Project status information, default/deviation information, and any other information requested by the Client Project Executive Sponsor. In collaboration with Client's other vendors, contractors and professionals, prepare and submit Project final completion report to Client and Steering Committee; and

G. Unless otherwise directed, ensure the Client Project Executive Sponsor is copied on all written correspondence sent by the Consultant to any person or party in connection with the Project, including governmental agencies, third parties, consultants/vendors, internal team members; and

H. In collaboration with Client's other vendors, contractors and professionals, develop and implement communication protocols for the project. Throughout the phases of the Project, create and disseminate appropriate communications to and for internal stakeholders regarding the Project after seeking and obtaining approval from the Client Project Executive Sponsor; and

I. In collaboration with Client's other vendors, contractors and professionals, develop and implement a comprehensive records management policy for the Project. Keep and maintain accurate records and files pertaining to the Project; and

J. Promptly respond to requests for information or guidance made by the Client Project Executive Sponsor or his designee, as well as vendors, contractors and professionals on the Project, and provide summary progress updates at regularly scheduled meetings as requested by the Client Project Executive Sponsor or his designee; and

K. Make recommendations to the Client Project Executive Sponsor and/or his designee or Project assignees, as directed, regarding Project management issues, including, but not limited to, budgetary, contract compliance, and hardware/software issues; and

L. After obtaining the approval of the Client Project Executive Sponsor, utilize subcontractors to perform any required Project management tasks or activities beyond the scope of Consultant's expertise; and

M. Allow Client representatives and representatives of city, state and federal agencies, to inspect, copy and audit Consultant's records pertaining to the Project; and

N. Perform other tasks and duties related to the management of the Project, as directed by the Client Project Executive Sponsor.

Consultant represents and agrees the services furnished under this Agreement will be performed in accordance with generally accepted professional practices, all applicable local, state and federal laws, rules, and regulations, and all state and federal grant requirements and conditions tied to the federal funding of the Project, which are in effect at the time those services are performed.

Milestones

In collaboration with the Client Project Executive Sponsor and Client's other vendors, contractors and professionals, develop milestones based on the Statement of Work prepared for the Client by New World Systems.

Assuming a Project start date of _____, 2015, it is understood the desired Project duration established by the Client Project Executive Sponsor shall be approximately 15 months. Assuming full and timely cooperation and collaboration by all parties, and barring any other unavoidable or unforeseen events stipulated in other sections of this Agreement, Consultant shall make every effort to perform all duties, tasks and responsibilities detailed in this Agreement within 15 months of the Project's official start date.

To achieve Project completion within the desired 15-month time period, it is expected Consultant shall work an average of 25-30 hours per week, as deemed appropriate and necessary by the Consultant. It is understood more or fewer hours may be worked at the discretion of the Consultant. If more than 30 hours per week are necessary, Consultant shall work those hours upon notification to and approval from the Client Project Executive Sponsor.

Project Blackout Dates

August 10-21, 2015
October 19-23, 2015
December 23, 2015 through January 1, 2016
March 14-18, 2015
Other dates as deemed necessary and mutually agreed upon by Client and Consultant.

Fees, Invoices and Compensation

The Client shall pay the Consultant compensation for services rendered under this Agreement at the rate of $90 per hour for actual work time and at the rate of $45 per hour for required travel time. Client shall reimburse Consultant for any approved subcontractors' fees and costs actually incurred by Consultant, with no mark-up or add-on compensation due to Consultant. Client shall have no obligation to reimburse Consultant for any costs or expenses whatsoever incurred by Consultant in connection with the performance of her contractual duties hereunder unless said costs or expenses are preapproved in writing by the Client Project Executive Sponsor.

Consultant shall submit monthly electronic (via email) payment and reimbursement invoices to the Client for work performed certified as being proper bills for work performed under this Agreement within five (5) days of the end of each calendar month. Properly submitted invoices will be paid within the month submitted. If the Client objects to all or any portion of an invoice, Client shall notify the Consultant and the parties shall immediately make every effort to settle the disputed portion. Client agrees to pay the Consultant all portions of the invoice not in dispute within the prescribed time frames, and upon resolution, the agreed-upon amounts for any previously disputed portions of said invoice.

Invoices shall be prepared and sent via email by Consultant to Client Project Executive Sponsor or his designee.

Assumptions

- Client shall provide access to all relevant organizational background information, files and personnel necessary to complete and manage this Project.
- Any out-of-pocket expenses for travel or production shall be discussed and approved by the Client, and invoiced as they occur within the agreed-upon monthly invoice schedule.
- Spokesperson training, if necessary, will require additional hours from Consultant not included in this proposal.
- Where possible, Consultant shall use collateral materials already developed by Client, however, when necessary, Consultant shall advise and suggest additional materials to be created and produced by internal sources or other vendors, as deemed appropriate by Client.
- Where possible, Consultant will work with existing vendor partners and contractors, however, when necessary, Consultant shall advise and suggest additional consultants or vendors be used to achieve Project success.

Contract Terms and Additional Services

Approval of these Agreement terms between Consultant and Client constitutes a binding contractual work agreement based upon this proposal, including any amendments to this proposal subsequently negotiated and agreed upon between Consultant and Client.

Consultant and Client agree that Consultant shall provide additional services as the parties may mutually agree by executing an addendum to the original proposal and a subsequent contract and/or an additional, separate proposal and contract.

In the event Consultant and Client agree that Consultant shall provide additional services not included in this proposal document, the parties shall mutually agree upon the fees to be paid by Client for such additional services. Consultant shall invoice Client for such additional services in accordance with the agreement of the parties.

INDEPENDENT CONTRACTOR. The parties intend that an independent contractor-Client relationship will be created by this Agreement. No employee, agent; representative or subcontractor of the Consultant shall be or shall be deemed to be the employee, agent representative or sub-contractor of the Client. None of the benefits provided by the Client to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the Client to the employees, agents, representatives or subcontractors of the Consultant.

AGREEMENT DURATION. The term of this Agreement shall commence on _____, 2015, and shall terminate upon final project close-out, unless this Agreement is terminated sooner pursuant to any other sections of this Agreement. The parties understand and agree that final project close-out shall occur after all close-out activities on the Project have been fully completed.

PAYMENT FOR COSTS. Client shall reimburse Consultant for all out-of-pocket expenses incurred by Consultant in performing services under this Agreement. Such expenses include, but are not limited, to (a) software or hardware additions required for the Consultant to adequately interface with Client's and others' computer systems, including software agreed upon in writing by both parties that will enhance and further this project towards its goals; (b) travel expenses other than normal commuting; (c) and other expenses resulting from the work performed under this Agreement. Consultant shall submit an itemized statement of these expenses. Client shall pay Consultant within 30 days from the date of each statement.

LATE FEES. Late payments by Client will be subject to late penalty fees of 15 percent per month from the due date until the amount is paid.

TERMINATION. Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days' written notice at its address set forth on the signature block of this Agreement. After termination, the Client may take possession of all records and data within the Consultant's possession pertaining to this Project, which may be used by the Client without restriction. If the Client's use of Consultant's records or data is

not related to this Project, it shall be without liability or legal exposure to the Consultant. Upon the termination of this Agreement, Consultant shall be entitled to receive compensation for all services rendered up to the date of termination and reimbursement for all costs and fees of approved subcontractors' incurred by Consultant up to the date of termination. The final payment shall be processed and paid like other monthly payments as provided in the Fees, Invoices and Compensation paragraph above. Consultant shall not be entitled to receive compensation or reimbursement for any services furnished by Consultant or his subcontractors after the date of termination.

DISCRIMINATON. In the hiring of employees for the performance of work under this Agreement or any subcontract, Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

INDEMNIFICATION. Consultant shall defend, indemnify and hold the Client, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Consultant's performance of this Agreement, except for that portion of the injuries and damages caused by the Client's negligence.

The Client's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine this Agreement is subject to any governing or applicable Iowa municipal, city, county or state laws, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the Client, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

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

NONDISCLOSURE AND NONSOLICITATION. Consultant shall not directly or indirectly disclose to any person other than a representative of the Client at any time either during the term of this Agreement or following the termination or expiration thereof, any confidential or proprietary information pertaining to Client, including but not limited to financial data, business plans, and software/hardware configurations or networks.

RELATIONSHIP OF PARTIES. It is understood by the parties that the Consultant is an independent contractor with respect to the Client and not an employee of the Client. Client shall not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit to Consultant. Upon completion of the project or working relationship and at the end of a tax period, Client shall issue the Consultant a 1099 form.

WORK PRODUCT OWNERSHIP. Any works copyrighted, ideas, discoveries, inventions, patents, products, or other information (collectively, the "work product") developed in whole or in part by the Consultant in connection with the services shall be the exclusive property of the Client. Upon request, Consultant shall sign all documents necessary to confirm or perfect the Client's exclusive ownership to the work product.

INSURANCE. Consultant shall procure and maintain for the duration of the Agreement, Professional Liability (Errors and Omissions) Insurance on an occurrence or per claims made basis against any claims that may arise from or in connection with the performance of the work hereunder by Consultant, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Consultant. Consultant shall maintain limits on such insurance in the amount of $1 million per claim or occurrence with an aggregate of $1 million. The coverage shall contain no special limitations on the scope of protection afforded to the Client, its officers, officials, employees, agents, representatives or volunteers. Consultant's insurance coverage shall be primary as respects the Client, its officers, officials, employees, agents, representatives or volunteers. Any deductibles or self-insured retentions must be declared to and approved by the Client. At the option of the Client, the insurer shall reduce or eliminate such deductibles and/or self-insured retentions shall not apply to Consultant's liability to Client and shall be the sole responsibility of Consultant. Any insurance maintained by Client shall be in excess of Consultant's insurance and shall not contribute with it. Consultant agrees to provide the Client with certificates of insurance evidencing the required coverage before execution of this Agreement. Each insurance policy required by this clause shall be written on a "per claim form" for professional liability insurance and endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to Client. Client reserves the right to require complete, certified copies of all required insurance policies, at any time.

EXCHANGE OF INFORMATION. The Client shall perform its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Agreement. Each party agrees to promptly respond to written requests for information or guidance made by the other party and mutually cooperate with the other party in performing his or its duties or obligations under this Agreement.

OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Agreement shall belong to and become the property of the Client. All records submitted by the Client to Consultant shall be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the Client upon the Client's request. The Client's use or reuse of any of the documents, data and files created by Consultant for this Project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

CLIENT'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the Client and shall be subject to the Client's general right of inspection and supervision to secure satisfactory completion.

WORK PERFORMIED AT CONSULTANT'S RISK. While no risk is expected, Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

MISCELLANEOUS PROVISIONS.

Non-Waiver of Breach

The failure of the Client to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option covered by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

Resolution of Disputes and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of Iowa. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the Polk County District Court, Des Moines, Iowa, unless the parties agree in writing to an alternative dispute resolution process. Consultant and Client hereby submits to the jurisdiction of the Polk County District Court for all purposes. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this

paragraph shall be construed to limit the Client's right to indemnification under Indemnification section of this Agreement.

Written Notice

All communications regarding this Agreement shall be sent by prepaid certified U.S. mail, return receipt requested, or registered U.S. mail to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

Assignment

Any assignment of this Agreement by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the Client and Consultant.

Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibit attached hereto, shall supersede all prior verbal statements of any officer or other representative of the Client, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the above documents are hereby made a part of this Agreement. However, should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, Consultant agrees that terms of the Exhibit shall prevail.

Construction of Agreement

In the event of a dispute between the parties as to the meaning of terms, phrases or specific provisions of this Agreement, the authorship of this Agreement shall not be cause for this Agreement to be construed against any party nor in favor of any party.

Compliance with Laws and Grants

Consultant agrees to comply with all federal, state, county, city and municipal laws, rules, and regulations that are now effective or in the future become applicable to the Consultant's business, equipment, and personnel engaged in work covered by this Agreement or accruing

out of the performance of the work. Additionally, BLC, in performing services under this Agreement, shall comply with all terms and conditions of any applicable state or federal grants tied to the financing of the Project.

Other Provisions

Consultant shall be bound by the provisions set out in the Statement of Work provided by the Client's vendor New World Systems, attached hereto and incorporated herein by this reference and agrees to fully and timely follow, perform and comply with the duties and obligations set out in said provisions.

The parties below execute this Agreement, which shall become effective on _____, 2015.

LIABILITY. Consultant shall not be liable for loss, damage or delay of Client's project due to circumstances beyond the Consultant's control. Such circumstances may include (but are not limited to) acts of God, public unrest, power outages, and inability to contact Client or Client's contracted vendors or employees within what shall be considered reasonable time frames. In the event of such loss, damage or delay, Consultant will make every effort to notify Client immediately.

CONFIDENTIALITY. Consultant shall not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Consultant, or divulge, disclose or communicate in any manner any information that is proprietary to Client. Consultant shall protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Consultant shall return to Client all records, notes documentation and other items that were used, created, or controlled by the Consultant during the term of this Agreement with the exception of items purchased by the Consultant and not reimbursed by Client.

SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Approvals and Signatures

If appropriate, Consultant may choose to promote or exhibit completed work (developed as a result of Consultant's performance of services) in a case study format for other or potential Consultant clients on any of Consultant's interactive, online or collateral materials. Under such circumstances, Client grants to Consultant the limited right to access and exhibit the completed work to other or potential Consultant clients for illustrative purposes only.

A signature on this document constitutes Client's approval of the fees and services as outlined above and authorization for Consultant to commence fulfilling the contractual obligations. No services shall be performed without the Client's signature on this document.

This proposal is valid for 30 days from the date reflected on the first page of this document.

Client: City of West Des Moines

By: _____

Tim Stiles Date

NOTICES TO BE SENT TO:

Tim Stiles, Finance Director/Project Executive Sponsor
City of West Des Moines
P. O. Box 65320
West Des Moines, IA 50265
Phone: 515.222.3611
Email: Tim.Stiles@wdm.iowa.gov

Consultant: BasicLeigh Communications, LLC

By: _____

Leigh R. McGivern Date

NOTICES TO BE SENT TO:

Leigh McGivern, APR, President/Owner
BasicLeigh Communications, LLC
3725 SW 33rd Street
Des Moines, IA 50321-1928
Phone: 515.287.3765
Fax: 515.287.6639
Cell: 515.360.5349
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