

**CONSULTING AGREEMENT BETWEEN
THE CITY OF LA CROSSE AND BAECORE GROUP, INC**

THIS AGREEMENT (hereinafter the "Agreement") is made this 4th day of MARCH, 2019 (the "Effective Date") by and between the CITY OF LA CROSSE, a Wisconsin Municipal Corporation (hereinafter "CITY") and Baecore Group, Inc., an Illinois Corporation (hereinafter "Baecore"). The CITY and Baecore are sometimes referred to individually herein as "Party" or collectively as "Parties".

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Engagement of Baecore. The CITY hereby engages Baecore and Baecore promises and agrees to furnish to the CITY, subject to the terms and conditions in this Agreement, the services and benefits therefrom (the "Services") as set forth in the Letter of Engagement (Attachment A) attached hereto and incorporated herein by reference. Baecore agrees to perform the Services in accordance with the terms and conditions of this Agreement, the exhibits attached hereto and incorporated by reference, and applicable local, state, and federal laws, rules and regulations in effect at the time the Services are provided.
2. Performance and Standard of Care. All work conducted by Baecore shall be accomplished in a professional and workman like manner.
3. Independent Contractor. At all times during the Term of this Agreement Baecore shall retain its independent status. The personnel assigned to CITY shall remain employees of Baecore and shall not, by reason of their assignment to CITY, become employees of CITY. Baecore retains the right to perform similar or different services for others during the term of this Agreement. The personnel performing the Services on behalf of Baecore shall at all times be under Baecore's exclusive direction and control.
4. Insurance.
 - a. Baecore current carries insurance coverage for commercial general liability, workers' compensation, non-owned automobile coverage and umbrella liability policies. Baecore will supply CITY with Certificates of Insurance upon request.
 - b. CITY shall maintain insurance and/or otherwise assume the entire risk of loss for and damage to all CITY property and/or equipment and any risks, including monetary damages and losses which may arise due to acts of God and any circumstances that are beyond Baecore's reasonable control or otherwise not directly caused by or resulting from the actions of Baecore

5. Confidentiality. The Parties each acknowledge that they may receive confidential information from the other Party or otherwise in connection with this Agreement or the performance of the Services.
- a. Baecore agrees that it and its personnel assigned to CITY will not disclose information learned during the performance of this Agreement relating to the business of CITY that is confidential (including, without limitation, personal identifying information, all proprietary information, and trade secrets) for any purpose, provided, however, Baecore and its personnel may disclose such information under any of the following circumstances:
 - i. Disclosure thereof in good faith by Baecore through its personnel in connection with the performance of Services pursuant to any valid Work Order or Agreement) provided that such disclosure shall not violate any federal or state law;
 - ii. Disclosure which Baecore is advised by counsel is required by a court or other governmental agency or competent jurisdiction provided that Baecore first gives CITY written notice and an opportunity to prevent such disclosure or otherwise seek protection of such information; or
 - iii. Disclosure by Baecore of any such information or data which is generally known within the industry or otherwise in the public domain or available from other persons or entities that do not have a fiduciary duty or obligation of confidentiality to CITY.
 - b. The protection of confidential business information and trade secrets is vital to the interests and success of Baecore and that of its customers. By safeguarding information about Baecore, its products, commercial information and process systems, Baecore and its customers are more secure in their competitive business. It is impossible to describe in detail all of the types of information which, if given to Baecore's competitors, could negatively impact Baecore or our customers. Information that is confidential or could benefit a Baecore competitor shall not be disclosed. The aforementioned includes, but is not limited to: source code, trade secrets, technical information, research data, new product plans, consulting processes, sales, profits, unpublished financial or pricing information, and process systems. Baecore shall identify all such information as confidential prior to delivery of such to CITY. CITY shall not disclose such information.
 - i. If CITY discloses any Baecore or customer proprietary information for purposes other than the license granted to CITY in the License Agreement attached as Exhibit B and incorporated herein by reference, CITY may be

subject to corrective legal action. Corrective action can be taken regardless of whether CITY benefits from the disclosed information.

- ii. Notwithstanding anything to the contrary, nothing in this Agreement or the License Agreement shall prohibit CITY from disclosing any software installed by Baecore on CITY servers to subcontractors for the purpose of facilitating CITY business operations, provided that said subcontractors shall be subject to the terms and conditions of this Agreement and CITY shall be responsible for any violation of the terms of this Agreement by the third party in connection with the disclosure of confidential information.

6. Intellectual Property: Any Deliverables made available to CITY as part of the Services provided by Baecore, including all software and programming shall remain the exclusive property of Baecore. CITY shall be granted a non-assignable license to use such deliverables solely for the purpose of its governmental activities and for no other purposes. Customer development is for the sole use of CITY and cannot be distributed outside of CITY by CITY, Its employees, or Its contractors. The license granted to CITY by Baecore is set forth in Attachment B, attached hereto and incorporated by reference.

7. Compensation. In consideration of the performance of the Services by Baecore, CITY shall pay to Baecore compensation at the rates set forth in the Letter of Engagement attached hereto as Exhibit A. Should the project extend beyond the quoted calendar days, and the project hours included, work will be billed as described in the Letter of Engagement (Exhibit A). In no event shall Baecore conduct any additional work or charge for any additional services not set forth in Exhibit A without the written approval of CITY.

8. Payment of Compensation.

- a. Baecore shall submit invoices for payment to CITY in accordance with the payment milestones and timeframe specified in Exhibit A. Payments are due and payable upon presentation of Baecore's invoice. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest as ten percent (10%) Annually.
- b. CITY shall not withhold amounts from Baecore's compensation to impose a penalty or liquidate damages on Baecore, or to offset sums requested by or paid to contractor(s) other than Baecore for changes to the scope of the project described in the Letter of Engagement (Exhibit A) unless Baecore agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

9. Reimbursable Expenses.

- a. The City shall reimburse Baecore for the travel expenses, including lodging, travel, mileage, meals and incidentals incurred by Baecore's personnel in connection with trips undertaken at City's request or for purposes of completing work in accordance with this Agreement.
- b. Baecore will invoice City for reimbursable expenses and payment for such invoices shall be as described in this Agreement.
- c. Meals and incidentals shall be paid as a per diem. The per diem amount that shall be paid to Baecore as a result of travel undertaken in accordance with 9(a) shall be that amount as described in the Letter of Engagement (Attachment A).

10. Dispute Resolution

- a. Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation as a condition precedent to binding dispute resolution before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.
- b. Arbitration. In the event any claim or dispute between the parties hereto arising from or related to this Agreement or the Services cannot be resolved through mediation pursuant to Section 10(a), said claim or dispute shall be settled by legally binding arbitration administered by the American Arbitration Association ("AAA"). The parties will be subject to arbitration if mediation does not resolve the claim or dispute within thirty (30) days after the appointment of the mediator. The attorneys for the applicable parties shall select one arbitrator experienced in the arbitration of business disputes. In the event the parties to the dispute are unable to agree on an arbitrator, each party shall select one AAA arbitrator and those arbitrators shall the arbitrator to conduct the arbitration. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction, except that Baecore Group may, in addition to any other remedies, seek injunctive relief to enjoin any actions by CITY or any of its

members, managers, officers, employees, agents and representatives in breach of the preceding confidentiality clause. The parties hereto understand that these methods shall be the sole and exclusive remedy for any such claim or dispute arising from or related to this Agreement or the Services and expressly waive their right to file a lawsuit in any civil court or proceeding in any administrative body against one another for such claims or disputes, except to enforce an arbitration decision. Any costs incurred hereunder shall be paid equally by the parties involved in the procedure.

11. Suspension of Services:

- a. If CITY fails to make payments to Baecore in accordance with this Agreement, such failure may be considered cause for suspension of performance of services under this Agreement. If Baecore elects to suspend services, Baecore will provide seven (7) days' notice to CITY before such suspension. In the event Baecore suspends the provision of services as described herein, Baecore shall have no liability to CITY for delay or damage caused CITY as a result of such suspension unless later shown to be improper. Baecore shall be paid all sums due prior to suspension prior to resuming services.
- b. If CITY suspends the Project (as described in the Letter of Engagement, Exhibit A), after such suspension has occurred for thirty (30) days Baecore shall invoice and be compensated for services performed prior to notice of said suspension irrespective of the payment milestones for said services as outlined in the Letter of Engagement.

12. Termination Upon Event of Breach: Either Party may terminate this Agreement for cause upon the event of material breach of the Agreement ("default") by the non-terminating party. The terminating party shall provide written notice that the non-terminating party has committed a default and such default has not been corrected within thirty (30) days after receipt of notice.

13. Termination without Cause: CITY may terminate this Agreement without cause upon thirty (90) days prior written notice.

14. Payment Upon Termination: Upon termination of this Agreement, CITY shall pay for all Services rendered by Baecore prior and up to the effective date of termination.

15. Use of Deliverables Upon Termination: CITY may continue to use for its own business purposes any and all Deliverables provided to CITY as part of this Agreement and described in Exhibit A. Baecore shall not be required under this Agreement to provide any support for any software and/or programming after the date of termination of this Agreement.

16. General Indemnification.

- a. Baecore will indemnify and hold harmless CITY from and against any third-party claims, losses, liabilities, damages, costs and expenses for personal injury or property damage to the extent caused by: (i) Baecore's breach of any representation, warranty, term or provision of this Agreement or (ii) the gross negligence, willful misconduct or violation of law by Baecore, its officers, directors, shareholders, employees, contractors or agents in the performance of this Agreement. CITY must notify Baecore promptly in writing of the claim and give Baecore sole control over its defense or settlement. CITY agrees to provide Baecore Group with reasonable assistance, cooperation, and information in defending the claim at Baecore's expense.
- b. CITY will indemnify and hold harmless Baecore from and against any third-party claims, losses, liabilities, damages, costs and expenses for (a) personal injury or property damage to the extent caused by: (i) CITY's breach of any representation, warranty, term or provision of this Agreement or (ii) the gross negligence, willful misconduct or violation of law by CITY, its officers, trustees, employees, contractors or agents in the performance of this Agreement. Baecore must notify CITY promptly in writing of the claim and give CITY sole control over its defense or settlement. Baecore Group agrees to provide CITY with reasonable assistance, cooperation, and information in defending the claim at CITY's expense.

17. LIMITATION OF LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF (a) INJURY OR DAMAGE TO PEOPLE, REAL OR TANGIBLE PROPERTY OR (b) BAECORE'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDCUT, BOTH PARTIES AGREE THAT BAECORE'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE SERVICE FEES PAID TO BAECORE BY CITY UNDER THIS AGREEMENT.

18. Binding Effect; No Assignment: This Agreement shall be binding on, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld or delayed.

19. Severability. The terms of this Agreement are separate and divisible. In the event any term or provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law. Wherever possible, the terms of this Agreement shall be interpreted and construed so as to permit its enforceability.

20. No Waiver. No waiver of any default shall constitute a waiver of any other breach or default, whether of the same or any other term or condition of this Agreement. No delay in acting with regard to any breach of any provision of this Agreement shall be construed a waiver of such

breach.

21. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to circumstances beyond its reasonable control, or if performance hereunder is prevented, restricted or interfered with by reason of any acts of war, riot, insurrection, fire, flood, tornado, natural calamity, act of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body, strike or other labor activities, shipping or transport delays, materials or labor shortage, or accident or plant breakdown not caused by the fault or neglect of a party, then that party shall be excused from such performance to the extent of the "force majeure." The party so affected shall give prompt notice to the other Party, by any method appropriate under the circumstances. The party so affected shall use its best efforts to avoid or remove the "force majeure," and shall further continue on and use its best efforts to complete full performance of this agreement when such causes are removed.
22. Entire Agreement. This Agreement including all exhibits attached hereto, constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations whether in writing, oral, expressed or implied. Any amendment, modification or other change to this Agreement must be made in writing and signed by both Parties to be effective. In the case of any inconsistency or disagreement between the terms, provisions, agreements, and conditions of this Agreement and the Software Agreement (Exhibit B), those of the Software Agreement shall control
23. Governing Law and Venue. This Agreement will be construed in accordance with, and governed by, the laws of the state of Illinois. Any lawsuit brought to enforce this Agreement shall be brought in the Circuit Court of La Crosse County or the United States District Court for the Western District of Wisconsin.
24. Headings. The headings and titles used within this Agreement are for convenience only and shall not be deemed a part of this Agreement or affect the construction or interpretation of any provision hereof.
25. Drafting. The Parties have had an equal opportunity to participate in the drafting of this Agreement. No ambiguity will be construed against any party based upon a claim that the Party drafted the ambiguous language.
26. Notice. Any notices or demands which may be or are required to be given by either Party to the other under this Agreement shall be in writing, and all notices, demands and payments required to be given or made hereunder shall be given by email unless otherwise required by law.

If to CITY:

CITY OF LA CROSSE
400 La Crosse Street

La Crosse, WI 54601
Attn: Valerie Fenske, Director of finance
E-Mail: fenskev@cityoflacrosse.org

If to Baecore:

Mary Smith
Baecore Group
1425 W. Schaumburg Road
Suite 386
Schaumburg, IL 60194
E-Mail: smith@baecore.com

27. Contract Documents. This Agreement includes the following exhibits:


- Exhibit A: Letter of Engagement
- Exhibit B: Software License Agreement

IN WITNESS WHEREOF the Parties have executed this Agreement to be effective on the Effective Date by their duly authorized representatives.

BAECORE GROUP, INC.

CITY OF LA CROSSE

By:  _____

By:  _____

Title: _____

Title: Director of Finance & Human Resources

EXHIBIT A

[Letter of Engagement inserted below]



1425 W. Schaumburg Rd.
Suite 386
Schaumburg, Illinois 60194
877-BAECORE
(fax) 877-223-2673

February 19, 2019

Valerie Fenske
Director of Finance
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601-3396

Dear Ms. Fenske,

Baecore Group is excited to have the opportunity to continue working with the City of La Crosse. This letter of engagement outlines the services to be performed and serves as a statement of work clarifying La Crosse's and Baecore's roles during the enterprise and Munis project. Our focus is to ensure a successful re-implementation of the City's system while providing efficient, quality service for residents, centralizing data and processes, improving business processes, automating workflow and providing information transparency.

Based on the scope of the City's ERP re-implementation project, the City's resources, and La Crosse's objectives and goals for the re-implementation, the following services will be provided. The City's re-implementation project has been divided into phases based on the City's priorities, needs, and strategically grouped to ensure that key precedent activities are completed prior to re-implementing other areas. This letter groups the services by project phase with the exception of project management as this is applicable to all phases.

BAECORE PROJECT MANAGEMENT

The Baecore Group Project Manager will assist the City with managing the project across all project phases, providing La Crosse staff with ERP experts to consult, maintain the project timeline, ensure customer service improvements are realized, and the City achieves full utilization from its Munis ERP system. The services for Project Management include:

- Monitor & Control Scope
- Project Oversight
- Work Prioritizing
- Schedule Management
- Project Planning
- Communications
- Escalation where needed for problem resolution

Communications

To keep the project on track, on time, within scope and within budget, the most critical component of Baecore's Project Management will be communications. There are a number of ways Baecore Group will help with communication including the following:

Weekly Status Meetings are led by Baecore Group to communicate status, identify necessary actions, and address open issues. These status meetings are designed to be inclusive for the City of La Crosse Module Leads (and their project team) for the active implementations. This is the time and the place to put any concerns or questions on the table without limitations of Baecore's scope of services. It is our intent to provide perspective and direction the City can take on all ERP related activities. If there is something that is outside our skillset for advice or direction, we will do our best to identify a resource that can assist the team.

Weekly Status Reporting: To prepare and ensure there is a written communication trail, Baecore Group will provide a comprehensive *weekly status report*. The report will provide an overview of the project status and provide a look ahead at upcoming tasks and events. This report is a launching point for status meeting conversation, questions and expectation setting.

Schedule/Priority Management

Managing the schedule and priorities is the most time-consuming and tedious part of project management. There are a variety of tools Baecore Group utilizes and will provide to the project team to keep everyone on the same page.

With various components of the system being addressed simultaneously, there will be tasks the team participants will do with the vendor, on their own, inter-department meetings, conversion, testing, project status meetings, etc. Since all of this will be happening at the same time, Baecore Group will provide consolidation of all of these meetings and task items to help the team keep track of what and when things are happening, responsibilities that are assigned to them and the priorities.

Development of Project Schedule: Baecore Group will develop a project schedule for each phase of the project. Where applicable, we will coordinate with Munis (or other 3rd party vendors) to develop a schedule of vendor sessions that meets and supports the project timeline, ensure the pacing of the plan is appropriate and realistic, allowing sufficient time for project tasks and testing.

Consolidated Plan Maintenance – Baecore will consolidate the project plans, tasks, homework and schedules. Your project team will maintain and update the plan based on information gathered in

the status meetings, vendor meetings and updates provided by the Module Lead via the two-way Project Boards communication tool.

Baecore Project Boards are a web-based tool that consolidates the project information. Baecore Project Boards have been specifically designed to accommodate project management in the public sector. The information is designed for the staff working in the City. Our Project Boards ensures the City of La Crosse has all the upcoming tasks, scheduled meetings, comments, and status updates in one location. The Project Boards contain a consolidated project plan including both the vendor's project plan and internal La Crosse tasks and meetings that can be sorted and filtered to display the specific information needed.

Coordinate and Schedule Meetings: Based on the project plan, Baecore Group will coordinate and will send meeting invitations to Module Leads. The Module Leads will be responsible for coordinating additional subject matter experts and staff participating with the re-implementation and training and forward invites as appropriate.

Project Oversight & Assistance

Project Issues Resolution Assistance & Escalation: Baecore Group will provide assistance to the La Crosse Module Leads for resolution or escalation of project issues. At the Module Lead's request, Baecore Group will provide guidance and recommendations on methods and approaches to escalate project issues based on our experience with ERP implementations and re-implementations. Where necessary, upon request of the Module Lead, Baecore Group will escalate the project issue to facilitate resolution.

City Responsibilities

The project management services are designed for Baecore Group to work cooperatively as a team with Modules Leads and City of La Crosse project team (*see explanation of Module Lead in the Module Lead Assignment section below*). This team approach is two pronged:

- ❖ Baecore Group knows the most successful short and long-term projects have City personnel taking ownership and responsibility of their area of expertise.
- ❖ With a team approach and having Module Leads, departments are better able to care for themselves as the project progresses and well after the newly implemented functionality goes live.

To foster this cooperative effort, the list below includes those areas of the project that will be managed by the City of La Crosse project team as well as participation needed by the La Crosse project team for Baecore Group to successfully provide the contracted services.

Module Lead Assignment - During each phase of the project, the City will need to have assigned a Module Lead from the City for each module, such as: chart of accounts, general ledger, project accounting, etc. The module lead will be the individual with the responsibility and authority to make project decisions for their assigned area. This person is responsible for identifying and engaging the subject matter experts for the implementation. The module lead will be the responsible party for escalating unresolved issues or requesting additional support or assistance.

- ❖ Module Leads will receive meeting invitations for project sessions from Baecore Group. The Module Lead is responsible for coordinating or delegating the reservation of meeting rooms, setup of the meeting rooms, identifying the proper City team members to attend the meeting and inviting those City team members to the meeting.
- ❖ The City of La Crosse's Module Lead and core implementation team will attend the Baecore Group weekly status meetings on a pre-established reoccurring date/time.
- ❖ Modules Leads will review project plan update requests submitted by the La Crosse project team and approve/verify the update (such as task completion, reschedule, etc.).
- ❖ The City of La Crosse will create, distribute, maintain, and provide to Baecore Group, the City's "black out calendar". BCG will provide direction and guidance for best practices.

BAECORE REQUIRED RESOURCES

In order for Baecore to be successful in delivering the services, the following resources and logistics will need to be provided by the City. Engagement with Baecore Group for Project Management Services serves as a commitment by the City to provide the requested resources.

- ❖ Provide assigned Baecore Group staff access to the buildings where the project team members and Module Leads work such as, City Hall.
- ❖ Access to designated meeting spaces, restrooms, & a highspeed copier from 7am-6pm CST
- ❖ Provide any necessary copier codes for Baecore Group staff
- ❖ Full and remote access to all Munis environments for BCG staff assigned to the project
- ❖ Work/Office Space for days in which Baecore staff are scheduled to work on site with the City.

ERP Re-Implementation Phase 1

The activities included in Phase 1 of the project include the first steps to resolving La Crosse's primary priorities as well as those components necessary to support the resolution. Phase 1 includes the following activities:

- ✓ Chart of Accounts conversion
- ✓ Implementation of pooled cash functionality
- ✓ Selection and implementation of a third-party online customer portal
- ✓ Fixed assets: re-configuration & policy and process modifications
- ✓ Accounts payable: policy and process modifications
- ✓ Purchasing: re-configuration & policy and process modifications
- ✓ Contract management: implementation & policy and process modifications.

In addition to the project management services described at the outset of this letter, Baecore Group will provide the following services to achieve the above objectives. This phase is estimated to be 12 months.

Chart of Accounts Analysis & System Setup Blue Print for the Munis Chart of Accounts

One of the City of La Crosse's primary priorities for the re-implementation project is the redesign and update of its chart of accounts. The existing chart contains 300 funds, 1500 org codes, and over 15,000 accounts. The chart is complex and, over years of additions and changes, is inconsistent. As part of the re-implementation, the City will be designing and implementing a streamlined chart of accounts eliminating personnel inefficiencies, increasing transparency, improving department self-service and increasing access to information. To support the City's re-design and implementation, Baecore Group will provide Chart of Accounts Analysis & System Setup Blue Print services to help the City meet its objectives.

As part of the Chart of Accounts Analysis & System Setup Blue Print for the Munis Chart of Accounts, Baecore Group will complete the following activities:

Requirements Gathering: Baecore Group will meet with City personnel to gather detailed information about the specific chart of accounts.

Analysis & Develop/Document Chart of Accounts Schema: Conduct a detailed analysis of the existing chart of accounts and develop a schema reducing the complexity and size of the chart while meeting the City's reporting needs.

Conversion Mapping: Map the current chart of accounts to the newly designed chart to allow the historical information to be converted with the new chart design.

Validate Conversion Pass: Complete verification of the converted chart of accounts to ensure the new chart is accurately converted into the ERP.

Munis Responsibilities: To complete the conversion and re-configuration of the chart of accounts, Munis will be responsible for the following:

- Convert the new chart of accounts into the Munis ERP system

City of La Crosse Responsibilities: As part of Baecore Group's cooperative partnership with La Crosse to successfully complete these activities, the City of La Crosse project team will be responsible for the following:

- Attend the assessment meeting with Baecore Group to provide information about reporting and processing needs.
- Attend sessions with Munis to provide information necessary to complete the chart of accounts conversion and implementation.
- Review and test the new chart of accounts, with Baecore Group to provide final approval and acceptance.

Pooled Cash Implementation Assistance for the Munis Treasury Management Module

When the City of La Crosse first implemented the general ledger in the Munis ERP system, the pooled cash functionality was not implemented. The City currently has 20 separate bank accounts and, without pooled cash implemented in Munis, Finance department personnel are manually bringing this information together to provide a single view of cash transactions and total cash balance to manage cash flow. The implementation of pooled cash functionality within the system will reduce personnel time spent reconciling manually created spreadsheets against the cash accounts in Munis, eliminate manual due to/due from processing, increase access to accurate, real time cash flow information and automate the process to reconcile bank accounts. Baecore Group will complete a number of activities to support the City's implementation of Pooled Cash.

As part of the Pooled Cash Implementation Assistance for the Munis Treasury Management Module, Baecore Group will complete the following activities:

Requirements Gathering: Baecore Group will meet with City personnel to gather desired outcomes, reporting needs, and other requirements for pooled cash functionality. As part of the requirements gathering, Baecore Group will conduct a detailed

Blue Print Development: Develop an implementation blue print providing clear guidance on the configuration necessary to support the process recommendations and ensure the City gains the desired improvements.

Process Testing & Validation: Complete process testing to validate that the system setup meets the City's documented outcomes and requirements.

System Update Support: Following the completion of process testing and validation, Baecore Group will provide support and coaching to assist City personnel to make updates to the system configuration or, as needed, complete the updates. The configuration tweaks will be completed to ensure the processes and system setup meet the City's requirements and implementation goals.

Munis Responsibilities: To complete the Pooled Cash Implementation Assistance for the Munis Treasury Management Module, Munis will have the following responsibilities:

- Conduct discovery to gain an understanding of the City's requirements and desired process flows.
- Provide training, coaching, and guidance of how the pooled cash system functions, the setup required, and impact of setup decisions.

City of La Crosse Responsibilities: To support the successful completion of the Pooled Cash Implementation, the City of La Crosse project team will be responsible for the following:

- Attend the information gathering meetings with Baecore Group to provide information about reporting and processing needs.
- Attend and participate in Munis sessions.
- Complete initial review and test the initial updated processes, with Baecore Group, and provide final approval and acceptance of the re-configuration direction.
- Final review and testing of the completed configuration and sign-off/acceptance of the configuration.
- Attend and participate in training sessions to learn processes and management of system.

Selection & Implementation of Consolidated 3rd Party Online Customer Portal

One of the City's key objectives is to provide an online customer portal to provide its businesses and residents with the ability to look up their account information and pay their bills online. The City creates customer bills in several systems including Munis, EnerGov, Bill Master (Utility Bills), and others. With a consolidated system, the objective is to incorporate as many systems into one central online customer portal as possible, simplifying the customer experience with cost-effective tools. With services to assist the City with the Selection & Implementation of a consolidated 3rd party online customer portal, Baecore Group will provide substantive and practical expertise and guidance for the City's evaluation and selection of a customer portal.

As part of the Selection & Implementation of a Consolidated 3rd Party Online Customer Portal, Baecore Group will complete the following activities:

Requirements Gathering: Baecore Group will meet with City personnel and conduct a detailed assessment of the City's specific goals, objectives, and desired outcomes, to capture and document the specific functional requirements needed by the City for an online customer portal.

Identify Potential Solutions: Based on the requirements gathered, Baecore Group will identify potential solutions that may meet the City's requirements for La Crosse's review and evaluation.

Coordinate Vendor Demonstrations & Logistics: Baecore Group will schedule, manage logistics for and facilitate vendor demonstrations for up to four potential solutions selected by the City of La Crosse.

Baecore Group will provide support to the City of La Crosse with its evaluation of the potential solutions and selection of vendors to demonstrate the potential solutions. We will coordinate the scheduling of vendor demonstrations of the solutions.

Demo Script Creation: Baecore Group will develop tailored demonstration scripts based on the information gathered during the requirements gathering. The tailored script will support the City with evaluating the available functionality and its capabilities to meet the City's specific objectives.

Scoring Summary Comparison memo: Baecore Group will compile the feedback and demonstration scores submitted by La Crosse personnel attending the demonstration and develop a comparison memo.

Contract Negotiation: Baecore Group will assist the City with the negotiation of the agreement and statement of work for the selected solution

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Attend the meetings with Baecore Group to provide information about reporting and processing needs.
- Attend and actively participate in vendor demonstrations.
- Complete vendor scoresheets and provide feedback on demonstrated solutions where applicable.
- With the assistance and guidance of Baecore Group, select a solution.

Policy & Process Consulting and Implementation Blue Print

Fixed Asset Policy & Process Consulting and Implementation Blue Print for the Munis Fixed Asset Module

One of the City's key concerns, and an initial reason for requesting an assessment, is the inability of the Munis system to create necessary financial reports for fixed assets. A combination of unimplemented functionality in Munis and outdated policies and procedures has resulted in departments throughout the City manually performing several processes and tracking information outside of the Munis system. Baecore Group will provide Fixed Asset Policy & Process Consulting and Implementation Blue Print services to support a re-implementation of the City's fixed asset module and establishment of updated policies and procedures that align with the automation, workflow, audit trails and transparency currently available in the fixed asset module to provide La Crosse the full benefits of its software and provide more complete support to La Crosse personnel.

The processes being considered as part of the process consulting include:

- ✓ Acquisition & Entry of Assets
- ✓ Transfer/Disposal of Assets
- ✓ Inventory
- ✓ Modification of Existing Assets

Accounts Payable Policy & Process Consulting and Implementation Blue Print for the Munis Accounts Payable Module

The City of La Crosse will be addressing its accounts payable configuration in Munis as part of the re-implementation. For the City to obtain the full benefits of any solution resolving fixed asset issues, the City will need to address existing challenges in the configuration, processes and policies for accounts payable. This review and re-implementation will also provide several opportunities for the City to improve access to information, improve FOIA response time, completeness and accuracy of responses, improve spending transparency and accountability, increase staff efficiency, eliminate duplicate tracking of information and conflicting data sources. Baecore Group will provide Policy & Process Consulting and Implementation Blue Print services to develop policies, processes, and configuration design of the accounts payable module that:

- incorporates available Munis functionality
- considers functionality in other integrated modules to provide the efficiency desired by the City,
- eliminates duplication of effort, and both centralize and increase access to information while also maintaining system controls.

The processes being considered as part of the process consulting include:

- ✓ Vendor Maintenance
- ✓ Invoice Entry & Approval
- ✓ AP Check Processing
- ✓ P-Card Purchases

Purchasing Policy & Process Consulting and Implementation Blue Print for the Munis Purchasing Module

The purchasing module in La Crosse's Munis ERP systems is largely unused. The purchasing module was configured during the initial implementation of the system, however, La Crosse personnel in nearly every department reported the outcome was cumbersome and time consuming. This resulted in the City generally using the module only to create purchase orders for those purchases requiring Council approval or for which a contract was created. However, most departments reported maintaining the activities for which the purchasing module was designed: purchase approvals and budget tracking. Without a module in the ERP system to support these activities, they now take place outside of the Munis financial system.

Baecore Group will develop recommended process flows for City personnel to complete purchasing activities and provide policy recommendations that reflect the improved access to information, transparency, and increased auditability available within the updated ERP system. The goal of the policy and process consulting and recommendations are to increase access to information, reduce manual processes and increase the City's return on its investment in its ERP.

The processes being considered as part of the process consulting include:

- ✓ Requisition/PO Entry & Approvals
- ✓ Vendor Quotes
- ✓ Change Order Processing
- ✓ Receiving Purchased Items

Contract Management Policy & Process Consulting and Implementation Blue Print for the Munis Contract Management Payable Module

When the Munis ERP was first implemented, the City of La Crosse had, but did not implement, the contract management module. Without access to the functionality and tools within the module, departments city-wide developed their own independent solutions to tracking contracts and contract related information. Despite having a centralized and integrated ERP system with a module designed to track contracts, contract information has become decentralized, fragmented, and in many cases, duplicated throughout the City, thus exposing the City to unnecessary costs concerning contract management practices. It is common that, without functionality to track contract information, information is tracked in multiple data silos, with redundant (and potentially inconsistent) information tracked across multiple locations. Baecore Group's Policy & Process Consulting and Implementation Blue Print services for the Munis Contract Management module

will work in tandem with the updates to the City's purchasing and accounts payables re-implementation to provide an effective, transparent, and accessible record with improved automation and reduced manual processing.

The processes being considered as part of the process consulting include:

- ✓ Contract Entry and Approval
- ✓ Contract Renewal & Expiration
- ✓ Contract Change Order
- ✓ Contract Milestone Maintenance

As part of all the policy & process consulting and implementation blue print services, Baecore Group will complete the following activities:

Team Collaboration Session: During a collaborative session with City personnel, Baecore Group will Meet with City personnel to gather detailed process and reporting needs, desired outcomes, and identify opportunities for increased efficiencies, transparency and access to information.

Goals Definition and Documentation: Document La Crosse's specific implementation objectives, key processes, and desired implementation outcomes. The goals definition will be used to develop the system configuration check list.

Process & Policy Recommendations: Combining the insights from our experience implementing Munis ERP systems and analysis of the assessment information of system functionality needs, we will make process recommendations and policy recommendations to support the system capabilities. These process recommendations will be developed to take full advantage of the system functionality with an effort to minimize complexity in system setup and maintenance.

System Configuration Checklist: Baecore Group will develop a system configuration checklist to assist La Crosse personnel in testing module configuration meets their requirements.

Setup of the Munis Module: Complete setup of the Munis module to meet BAECORE recommended processes and City requirements.

Knowledge Transfer Workshop: Configuration Testing: Demonstrate a system configuration and knowledge transfer to City personnel to ensure La Crosse personnel have the knowledge to maintain the system. Lead a workshop, providing guidance and instruction for La Crosse personnel to test the system configuration and processes for acceptance and setup.

End-User Training: Coordinate end-user training and develop training schedule. Lead end-user training sessions for updated processes and module re-implementation. Baecore Group will also develop training manuals for end-user training workshops

Post Live Support: After City personnel have had the opportunity to work with the new processes as part of their actual day-to-day work activities, Baecore Group will lead a post live meeting with City personnel to identify any setup issues, challenges, concerns or modifications that are required. From the post live meeting, Baecore Group will develop a plan to address items identified during the meeting and complete setup adjustments based on the post go live action plan.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Attend the information gathering meetings with Baecore Group to provide information about reporting and processing needs.
- Perform an initial review and test the initial updated processes, with Baecore Group, and provide final approval and acceptance of the configuration direction.
- Complete a final review and testing of the completed configuration and sign-off/acceptance of the configuration.

PRICING: Phase 1

City of La Crosse Consulting Services ERP Re-Implementation		
Project Management		\$4,925
Billed Quarterly in Advanced (Based on a 12 month project the cost is projected to be \$19,700)		quarterly
Communications		Included above
Weekly Status Meeting	Weekly Status Reporting	
Schedule/Priority Management		Included above
Consolidated Plan Maintenance	Project Alerts	
Web-Based Project Boards	Plan & Schedule Analysis	
Session Invitations		
Project Oversight & Assistance		Included above
Project Issues Resolution Assistance & Escalation		
Vendor Agenda Review (for Munis sessions)		
Vendor Post-Session Report Review (for Munis sessions)		
Chart of Accounts Analysis & System Setup Blue Print for Munis		
Chart of Accounts (billed in two installments)		\$31,780
Requirements Gathering		
Develop/Document chart schema		
Conversion Mapping		
Validate conversion passes		
Project management and oversight		
Pooled Cash Implementation Assistance for the Munis Treasury		
Management Module (billed in two installments)		\$35,376
Requirements gathering		
Document process, outcomes & setup requirements		
Process testing & validation		
System update support		
Project management and oversight		
Selection & Implementation of Consolidated 3rd Party Online		
Customer Portal (billed in two installments)		\$27,495
Requirements gathering		

Identify potential solutions		
Coordinate demonstrations (one round of demos up to 4 vendors)		
Develop demonstration scripts		
Creation of Scoring Summary & System Comparison memo		
Complete system configuration		
Knowledge Transfer: system configuration		
Policy & Process Consulting and Implementation Blue Print for the Munis Modules		
Team Collaboration Session		
Goals Definition & Documentation		
Process and Policy Recommendations		
System Configuration Checklist		
Setup of the Munis module		
Knowledge Transfer Workshop: Configuration Testing		
End-User Training for updated process and module re-implementation		
Development of Training Manuals		
Post Live Support		
Fixed Assets (billed in two installments)		\$22,770
Acquisition & Entry of Assets	Inventory	
Transfer/Disposal of Assets	Modification of Existing Assets	
Accounts Payable (billed in two installments)		\$27,630
Vendor Maintenance	AP Check Processing	
Invoice Entry & Approval	P-Card Purchases	
Purchasing (billed in two installments)		\$32,685
Requisition/PO Entry & Approvals	Change Order Processing	
Vendor Quotes	Receiving Purchased Items	
Contract Management (billed in two installments)		\$31,860
Requisition/PO Entry & Approvals	Change Order Processing	
Vendor Quotes	Receiving Purchased Items	
Travel Estimate (actual travel expenses will be invoiced)		\$7,884
Meals & Incidentals (to include tolls): \$55 per diem for 21 days		\$1,155
Lodging: \$182/night for 21 nights		\$3,822
Mileage: \$323/trip (600 miles round trip at \$0.545/mi for 9 trips)		\$2,907
Project Phase Contingency		\$35,228

**Munis costs for this project phase are estimated at \$45,100 and will be directly incurred from Tyler Technologies.

Invoicing for Project Management is done quarterly thirty days in advance of the quarter being billed. The following services are invoiced in two installments as outlined below:

- Chart of Accounts Analysis & System Setup Blue Print: 50% on commencement of requirements gathering and the balance invoiced upon delivery of the conversion mapping.
- Pooled Cash Implementation Assistance: 50% on commencement of requirements gathering and the balance invoiced on completion of process testing & validation.
- Selection & Implementation of Consolidated 3rd Party Online Customer Portal: 50% on commencement requirements gathering and the balance upon scheduling vendor demonstrations.
- Policy & Process Consulting and Implementation Blue Print Services: 50% invoiced upon commencement requirements gathering, 25% invoiced upon delivery of the policy and process recommendation, and the balance upon completion of the system setup.

Delays resulting in additional meetings with or work done by Baecore Group due to La Crosse staff no-showing, unavailability for required assessment and requirements gathering meetings or vendor demonstrations, workshops, and delivery meetings, lack of participation in these meetings or other La Crosse challenges/delays, requiring Baecore Group to make up any necessary meeting(s) will be invoiced at the ½ day rate of \$700 or full-day rate of \$1,400 billed in ½ day increments.

END PHASE 1 SECTION

ERP Re-Implementation Phase 2

The activities included in Phase 2 builds on the improvements made in phase 1 and enhances the benefits obtained from the Munis ERP. The activities in this phase ensure long term benefits from the chart redesign and close two major process gaps within the City.

- ✓ Project accounting implementation & policy and process modification
- ✓ Grant management implementation & policy and process modification
- ✓ Lease tracking: solution assessment and implementation
- ✓ Loan tracking: solution assessment and implementation
- ✓ Dashboard and inquiry training for La Crosse personnel
- ✓ Dashboard and inquiry “quick sheet” procedure documentation

In addition to the project management services described at the outset, Baecore Group will provide the following services to achieve the above objectives. This phase is estimated to be nine (9) months.

Implementation & Policy and Process modification

Project Accounting

The City of La Crosse had, but did not implement the Munis project accounting module during the initial implementation of the Munis ERP. At that time, the City developed a chart of accounts structure and utilized general ledger project codes to track project information. Since then, the City has continued to use these work arounds in the general ledger and chart to track project information. Completion of the project accounting implementation and development of processes is a necessary to gain the full benefits of the chart re-design and re-implementation. Without use of the project accountnign functionality in the system, the City would continue to require work arounds in the general ledger and chart, ultimately diluting the gains made from the re-design. Baecore Group will provide recommendations to modify existing policy and process, assist departments in development of consistent, standardized and automated methods of capturing project information. The process and policy recommendations will support the City with implementing automation to reduce manual time and effort while increasing transparency, access to, and reportability of project information.

The processes being considered as part of these services include:

- ✓ Project Creation
- ✓ Project Budgeting
- ✓ Tracking Project Expenses
- ✓ Tracking Project Revenues
- ✓ Tracking Project Milestones

Grant Management

The grant management module was not implemented when the Munis ERP was initially implemented 18 years ago. As with other unimplemented modules in the system, City personnel developed individual department solutions to resolve the lack of access to the tools and functionality needed to track grant information. This has resulted in grant information tracked across multiple systems with most of the information tracked outside of the ERP financial system.

Through implementation & process and policy services Baecore Group will provide process and setup recommendations that will support use of the centralized and integrated grant management tools, preserving the gains made in the chart of accounts re-design, increasing City personnel access to information while reducing manual process, and eliminating redundant external tracking of information outside the financial system.

The processes being considered as part of these services include:

- ✓ Grant Application Entry & Tracking
- ✓ Collecting Grant Related Expenses
- ✓ Tracking Grant Revenue
- ✓ Grant Closure
- ✓ Grant Reporting

As part of all the implementation & process and policy services, Baecore Group will complete the following activities:

Facilitate Team Collaboration: During a collaborative session with City personnel, Baecore Group will facilitate a discussion to gain further specifics and details about existing challenges with their existing processes, reporting needs, and time-consuming activities. Additionally, we will discuss desired functionality, automation, and other customer services.

Goals Definition and Documentation: Based on best practices, available functionality, known implementation issues in similar situations, Baecore Group will coach City personnel to clearly define their goals and objectives for the implementation. As an outcome of this meeting, Baecore Group will document the desired functionality and key existing process features.

Process & Policy Recommendations: Combining the insights from our experience implementing Munis ERP systems and analysis of the assessment information of system functionality needs, we will make process recommendations and policy recommendations to support the system capabilities. These process recommendations will be developed to take full advantage of the system functionality with an effort to minimize complexity in system setup and maintenance.

System Configuration Checklist: Baecore Group will develop a system configuration checklist to assist La Crosse personnel in testing module configuration meets their requirements.

Setup of the Munis Module: Complete setup of the Munis module to meet recommended processes and City requirements.

Knowledge Transfer Workshop: Configuration Testing: Demonstrate a system configuration and knowledge transfer to City personnel to ensure La Crosse personnel have the knowledge to maintain the system. Lead a workshop, providing guidance and instruction for La Crosse personnel to test the system configuration and processes for acceptance and setup.

End-User Training: Coordinate end-user training and develop training schedule. Lead end-user training sessions for updated processes and module re-implementation. Baecore Group will also develop training manuals for end-user training workshops

Post Live Support: After City personnel have had the opportunity to work with the new processes as part of their actual day-to-day work activities, Baecore Group will lead a post live meeting with City personnel to identify any setup issues, challenges, concerns or modifications that are required. From the post live meeting, Baecore Group will develop a plan to address items identified during the meeting and complete setup adjustments based on the post go live action plan.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Attend the information gathering meetings with Baecore Group to provide information about reporting and processing needs.
- Perform an initial review and test the initial updated processes, with Baecore Group, and provide final approval and acceptance of the re-configuration direction.
- Complete a final review and testing of the completed configuration with the re-designed processes and sign-off/acceptance of the configuration.

Solution Assessment and Implementation: Lease and Loan Tracking

City personnel are tracking lease and loan information in multiple locations outside of the financial system. La Crosse owns both the Tyler Technologies Munis ERP and EnerGov systems. Both systems are robust and full-featured and provide integration with the general ledger. While neither may have a specific module exclusively for tracking leases or loans, the functionality available in these systems can support these processes. Baecore Group will provide services to evaluate the modules in both systems (Munis and EnerGov) and provide recommendations to support the City's selection a module to track lease and loan information.

As part of all the process consulting services, Baecore Group will complete the following activities:

Requirements Gathering: During a collaborative session with City personnel, Baecore Group will meet with City personnel to gather detailed information regarding processes, reporting and functionality needs required for lease tracking and loan tracking.

Assessment of Munis ERP Module Capabilities: Complete an in-depth assessment of the Munis ERP modules to determine the system capabilities available to meet City requirements for lease tracking and loan tracking.

Assessment of EnerGov Module Capabilities: Complete an in-depth assessment of the EnerGov modules to determine the system capabilities available to meet City requirements for lease tracking.

Develop Recommendation: Baecore Group will provide advantages and disadvantages of the potential solutions available within Munis and EnerGov modules and present a recommendation as to which, if any, modules provide the best fit for lease tracking by the City.

Develop System Configuration Checklist: Baecore Group will develop a system configuration checklist to assist La Crosse personnel in testing module configuration meets their requirements.

Complete setup of selected system/module: Complete setup of the selected module(s) to meet the City requirements and desired outcomes.

Knowledge Transfer Workshop: Configuration Testing: Conduct a workshop for La Crosse personnel to test the initial solution setup to ensure it meets the City's needs.

End-User Training: Coordinate end-user training and develop training schedule. Lead end-user training sessions for updated processes and module re-implementation. Baecore Group will also develop training manuals for end-user training workshops

Post Live Support: After City personnel have had the opportunity to work with the new processes as part of their actual day-to-day work activities, Baecore Group will lead a post live meeting with City personnel to identify any setup issues, challenges, concerns or modifications that are required. From the post live meeting, Baecore Group will develop a plan to address items identified during the meeting and complete setup adjustments based on the post go live action plan.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Attend the information gathering meetings with Baecore Group to provide information about reporting and processing needs.
- Perform an initial review and test the initial updated processes, with Baecore Group, to provide final approval and acceptance of the configuration direction.
- Complete a final review and testing of the completed and sign-off/acceptance of the configuration.
- Attend end-user training to learn the processes and use of the implemented module.

Dashboard and Inquiry Training

With the recent Munis upgrade, the City has access to improved customizable dashboard views providing key information in an easy to use format. Baecore Group will provide training to the configured dashboards to City personnel to reduce time spent searching for or reporting on information and eliminate duplication of manual tracking of information already contained in Munis because it is too challenging for personnel to access.

Training Schedule Development: Baecore Group will Coordinate end-user training for use of the implemented modules.

Create Training Manuals: Develop training materials for end-user training tailored to the City's processes.

Hold Training Workshops: Lead end-user training sessions for the processes within the implemented modules.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Configure the dashboard views for City personnel.
- Provide permissions to access the dashboard views for City personnel.
- Attend end-user training to learn the processes and use of the implemented module.

Dashboard and Inquiry "Quick Sheet" Procedure Documentation

In Baecore Group's over 15 years of experience working with municipalities' lack of or insufficient training and education of personnel in the capabilities of an ERP will reduce the ERP's value to a municipality no matter how well it is set up. Staff lacking the knowledge of how to run data queries and use the results to create reports will inevitably create work arounds outside of the system in order to create the reports they need. Munis continues to grow and provide increased and new functionality. Ongoing training educating City personnel on functionality changes is

essential to keeping processes effective and preventing the system and processes from becoming stagnant. Baecore Group will provide “quick sheet” procedure documents to provide resources that are accessible and available to personnel at their desks to help reinforce the dashboard and inquiry training and use of the new tools.

Develop Tailored Quick Sheet Procedures: Baecore Group will develop procedure documents tailored to the City’s system configuration and processes designed to provide quick and easy access to personnel.

Test and Validate: Baecore Group will test and validate the quick sheet procedures to ensure their accuracy and ease of use.

Meeting to Deliver Procedures: On completion, Baecore Group will meet with the City Module Leads to deliver the quick sheet procedures

PRICING: Phase 2

City of La Crosse Consulting Services ERP Re-Implementation		
Project Management		\$3,667
Billed Quarterly in Advanced (estimated cost for 9-months is \$11,001)		quarterly
Communications		Included above
Weekly Status Meeting	Weekly Status Reporting	
Schedule/Priority Management		Included above
Consolidated Plan Maintenance	Project Alerts	
Web-Based Project Boards	Plan & Schedule Analysis	
Session Invitations		
Project Oversight & Assistance		Included above
Project Issues Resolution Assistance & Escalation		
Implementation & Policy and Process Modification		
Team Collaboration Session		
Goals Definition & Documentation		
Process and Policy Recommendations		
System Configuration Checklist		
Setup of the Munis module		
Knowledge Transfer Workshop: Configuration Testing		
End-User Training for updated process and module re-implementation		
Development of Training Manuals		
Post Live Support		
Project Accounting (billed in two installments)		\$35,086
Project Creation	Project Budgeting	
Tracking Project Expenses	Tracking Project Revenues	
Tracking Project Milestones		
Grant Management (billed in two installments)		\$32,027
Grant Application Entry & Tracking	Collecting Grant Related Expenses	
Grant Closure	Tracking Grant Revenue	
Grant Reporting		

Lease & Loan Solution Assessment and Implementation	\$41,580
Requirements Gathering	
Assessment of Munis ERP Module capabilities	
Assessment of EnerGov Module capabilities	
Analysis of system functionality and development of recommendation	
Delivery of system recommendation	
Develop System Configuration Checklist	
Complete setup of selected system/module	
Knowledge Transfer Workshop: Configuration Testing	
End-User Training for updated process and module re-implementation	
Development of Training Manuals	
Post Live Support	
Dashboard and Inquiry Training Workshops	\$5,130
Training schedule development	
Creation of training manuals	
Coordinate training agenda with City personnel	
Hold training workshops	
Project management and oversight	
Dashboard and Inquiry "Quick Sheet" Procedure Documentation	\$2,835
Develop tailored quick sheet procedures	
Test and validated quick sheet procedures	
Meeting to deliver quick sheet procedures	
Project management and oversight	
Travel Estimate	\$4,136
Meals & Incidentals (to include tolls): \$55 per diem for 12 days	\$660
Lodging: \$182/night for 12 nights	\$2,184
Mileage: \$323/trip (600 miles round trip at \$0.545/mi for 4 trips)	\$1,292
Project Phase Contingency	\$13,180

Invoicing for Project Management is done quarterly thirty days in advance of the quarter being billed. Dashboard and Inquiry Training Workshops and Dashboard and Inquiry "Quick Sheet" Procedure documentation are invoiced in full upon commencement.

The following services are invoiced in two installments as outlined below:

- Implementation & Policy and Process Modification: 50% invoiced upon commencement requirements gathering and the balance invoiced upon system setup.

- Lease & Loan Solution Assessment and Implementation: 50% on commencement requirements gathering, 25% invoiced at delivery of the system recommendation, and the balance upon completion of system setup.

Delays resulting in additional meetings with or work done by Baecore Group due to La Crosse staff no-showing, unavailability for required assessment and requirements gathering meetings, workshops, and delivery meetings, lack of participation in these meetings or other La Crosse challenges/delays, requiring Baecore Group to make up any necessary meeting(s) will be invoiced at the ½ day rate of \$700 or full-day rate of \$1,400 billed in ½ day increments.

END PHASE 2 SECTION

ERP Re-Implementation Phase 3

With the City's processes and Munis reconfiguration complete and stabilized, the third phase of the project focuses on incorporating external systems through implementing additional Munis modules or through integration. With external systems reduced, more activities and information will flow through the Munis ERP system. This provides the opportunity for the City to incorporate advanced reporting tools. Phase 3 activities include:

- ✓ External process and system integrations
- ✓ AP Tyler Forms modification
- ✓ Munis Cubes installation and training.

In addition to the project management services described at the outset, Baecore Group will provide the following services to achieve the above objectives. Phase three is estimated to be six months.

Process & System Integration Consulting & Implementation Blue Print for Integration with the Munis ERP system

The La Crosse Civic Center and the Parks and Recreation department utilize software other than Munis to track certain transactions. The process to transfer information between these systems is manual as they are not integrated with the City's Munis ERP system. Baecore Group will complete an analysis to evaluate whether the Civic Center stand-alone system is duplicating functionality existing in other systems used by the City and evaluate integration of the stand-alone systems with the City's Munis ERP system.

Requirements Gathering: Conduct a detailed evaluation of the City's existing processes and use of the systems.

Goals Definition and Documentation: Based on the information gathered during the requirements gathering, Baecore will document the specific implementation objectives and desired implementation outcomes.

Evaluation of Munis functionality & Integration Options: For the activities that are being tracked in the multiple other systems, Baecore Group will evaluate whether existing Munis functionality could be used as well as the potential integration options between Munis and the stand-alone systems.

Recommendation & Blue Print: Baecore Group will develop a recommendation for the integration plan between external systems and the Munis ERP as well as develop blue print for the setup required to complete the integration.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Attend the information gathering meetings with Baecore Group to provide information about reporting and processing needs.
- Attend meeting to receive delivery of the integration recommendations.

Tyler Forms Modification Assistance

The City has Tyler Forms implemented in the accounts payable and other modules in Munis. La Crosse reported that, due to a lack of information contained on the Tyler Forms, other manual processes have been put in place as a work around. The full details can be found in the *Tyler Forms* section of the Assessment Document. Baecore Group will provide Tyler Forms modification assistance to update the forms and eliminate manual work arounds.

As part of all the process consulting services, Baecore Group will complete the following activities:

Oversight & Management: Provide oversight and management of the project, including coordination, follow up, and escalation with Munis as necessary, ensuring the outcome meets the City's project objectives.

Requirements Gathering: Key Reports: Meet with Finance Department personnel to identify the specific pieces of information to be included on the check stub form.

Field Location & Identification: Identify the specific data fields containing the information to be included on the revised form.

Coordinate Form Update: Coordinate with Munis to have the form updated.

Provide Data Samples: Provide data sample files to Munis to produce proofs for testing.

Initial Validation: Complete initial validation and testing of the revised form.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Provide information to Baecore Group regarding the information to be included on the form.
- Validate, with Baecore Group assistance, the updated Tyler Form.
- Perform the final testing and accept the updated Tyler Form.

Cubes Installation & Reporting Assistance

As part of the initial acquisition and implementation of Munis, La Crosse received the Munis “Cubes” function reporting tool. This tool provides increased flexibility for personnel to create a semi-custom report for data entered in Munis. However, this tool is either unimplemented, or personnel are not aware the tool is available. With Munis Cubes Installation & Reporting Assistance Baecore Group will evaluate the current status of the installation (identifying any modules to which cubes access is unavailable), coordinate training with Munis and assist with training agenda development to support effective and training sessions with Munis.

As part of all the process consulting services, Baecore Group will complete the following activities:

Cubes Installation Assessment: Assess the current installation of Cubes (providing guidance to identify what, if any, Cubes are installed)

Requirements Gathering: Key Reports: Meet with City personnel to identify key reports the City would like to create with Cubes.

Develop Training Agenda: Develop a training agenda for the Munis training tailored to the City’s objectives.

City of La Crosse Responsibilities: The City of La Crosse will be responsible for the following:

- Assist with the assessment of the current installation of Cubes.
- Provide information about desired reports.
- Attend Munis training to learn how to use the Munis Cubes.

PRICING: Phase 3

City of La Crosse Consulting Services ERP Re-Implementation		
Project Management		\$4,750
Billed Quarterly in Advanced (based on 6-month project plan estimated cost is \$9,500)		quarterly
Communications		Included above
Weekly Status Meeting	Weekly Status Reporting	
Schedule/Priority Management		Included above
Consolidated Plan Maintenance	Project Alerts	
Web-Based Project Boards	Plan & Schedule Analysis	
Session Invitations		
Project Oversight & Assistance		Included above
Project Issues Resolution Assistance & Escalation		
Process & System Integration Consulting & Implementation Blue Print for Integration with the Munis ERP System		\$16,394
Requirements Gathering		
Goals Definition & Documentation		
Evaluation of Munis functionality and integration options		
Develop recommendation for integration plan		
Tyler Forms Assistance		\$2,940
Requirements Gathering		
Coordination with Munis and communication of form modifications		
Collection & provision of data samples for development of form proofs		
Initial validation and testing of modified form		
Identification of Forms Fields		\$3,440
Requirements Gathering		
Research and identify data fields for forms modification		
Coordination with Munis and communication of form modifications		
Collection & provision of data samples for development of form proofs		
Initial validation and testing of modified form		
Data Cubes Assistance		\$8,540
Assessment of current installation		
Requirements Gathering: Key reports		

Coordinate training with Munis for development of key reports	
Development of training agenda for Munis training tailored to City's objectives	
Travel Estimate	\$2,391
Meals & Incidentals (to include tolls): \$55 per diem for 6 days	\$ 330
Lodging: \$182/night for 6 nights	\$1,092
Mileage: \$323/trip (600 miles round trip at \$0.545/mi for 3 trips)	\$969
Project Phase Contingency	\$4,890

**Munis costs for this project phase are estimated at \$5,700 and will be directly incurred from Tyler Technologies.

Invoicing for Project Management is done quarterly thirty days in advance of the quarter being billed. Tyler Forms Assistance, Identification of Forms Fields, and Data Cubes Assistance are invoiced in full upon commencement of requirements gathering. Process & Systems Integration Consulting & Implementation Blue Print for Integration is invoiced 50% upon commencement of requirements gathering and the balance invoiced upon delivery of integration plan recommendation

Delays resulting in additional meetings with or work done by Baecore Group due to La Crosse staff no-showing, unavailability for required assessment and requirements gathering meetings, workshops, and delivery meetings, lack of participation in these meetings or other La Crosse challenges/delays, requiring Baecore Group to make up any necessary meeting(s) will be invoiced at the ½ day rate of \$700 or full-day rate of \$1,400 billed in ½ day increments.

END PHASE 3 SECTION

ERP Re-Implementation Phase 4

The fourth phase of the project, with the City's processes and Munis reconfiguration complete and stabilized, focuses on Human Resources and the Payroll process. Phase 4 activities include:

- ✓ Munis HR/Payroll implementation
- ✓ Munis HR/Payroll process and policy modification

In addition to the project management services described at the outset, Baecore Group will provide the following services to achieve the above objectives. Phase four is estimated to be 10 (ten) months.

Process Consulting and Parallel Testing Support Human Resources and Payroll

When the City of La Crosse acquired and implemented the Munis ERP system, it did not purchase (and therefore did not implement) the Munis payroll module. The City used an external, unintegrated payroll system. La Crosse continues to utilize an unintegrated external payroll system. When a system, such as the City's payroll system is unintegrated, personnel need to manually move the information between the payroll and financial system. This, combined with the lack of basic functionality required by the City results in a large number of personnel hours devoted exclusively to manually correcting, and transferring information from and entering information into the payroll system. Implementing integrated payroll technology will increase the automation of payroll functions and reduce personnel time spent manually completing payroll activities. As part of the process consulting and parallel testing support services, Baecore Group will provide process recommendations to take full advantage of the integrated and automated functionality, provide configuration checklists that can be used to validate that the system setup meets the recommended process flows. In addition, Baecore Group will provide assistance with parallel testing.

The processes being considered as part of the service include:

- ✓ Personnel Time Entry
- ✓ Timesheet Review and Approval
- ✓ Leave Request and Approval
- ✓ Processing Employee Timesheet

As part of all the process consulting services, Baecore Group will complete the following activities:

Facilitate Team Collaboration: During a collaborative session with City personnel, Baecore Group will facilitate a discussion to gain further specifics and details about existing challenges

with their existing processes, reporting needs, and time-consuming activities. Additionally, we will discuss desired functionality, automation, and other customer services.

Goals Definition and Documentation: Based on best practices, available functionality, known implementation issues in similar situations, Baecore Group will coach City personnel to clearly define their goals and objectives for the implementation. As an outcome of this meeting, Baecore Group will document the desired functionality and key existing process features.

Process & Policy Recommendations: Combining the insights from our experience implementing Munis ERP systems and analysis of the assessment information of system functionality needs, we will make process recommendations and policy recommendations to support the system capabilities. These process recommendations will be developed to take full advantage of the system functionality with an effort to minimize complexity in system setup and maintenance.

Develop Configuration Blue Print: Develop an implementation blue print providing clear guidance on the configuration necessary to support recommended processes and ensure the City gains desired improvements.

System Configuration Checklist: Baecore Group will develop a system configuration checklist to assist La Crosse personnel in testing module configuration meets their requirements.

Attend Discovery/Analysis Sessions: Attend the Munis analysis and discovery sessions with City personnel to assist with the communication of the desired process flow and functionality as well as provide guidance to City personnel regarding setup direction

Parallel Test Script Development: Conduct analysis of the standard Munis provided parallel test script and develop a comprehensive testing script that is tailored to the City specific processes.

End-User Training: Coordinate end-user training and develop training schedule. Lead end-user training sessions for updated processes and module re-implementation. Baecore Group will also develop training manuals for end-user training workshops

Post Go Live Assistance: Post Live Support: After City personnel have had the opportunity to work with the new processes as part of their actual day-to-day work activities, Baecore Group will lead a post live meeting with City personnel to identify any setup issues, challenges, concerns or modifications that are required. From the post live meeting, Baecore Group will develop a plan to address items identified during the meeting and complete setup adjustments based on the post go live action plan.

PRICING: Phase 4

City of La Crosse Consulting Services ERP Re-Implementation		
Project Management		\$4,800
Billed Quarterly in Advanced (based on a 10 month project the estimated costs 16,000)		quarterly
Communications		Included above
Weekly Status Meeting	Weekly Status Reporting	
Schedule/Priority Management		Included above
Consolidated Plan Maintenance	Project Alerts	
Web-Based Project Boards	Plan & Schedule Analysis	
Session Invitations		
Project Oversight & Assistance		Included above
Project Issues Resolution Assistance & Escalation		
HR/Payroll Process Consulting and Parallel Testing Support		\$48,129
Team Collaboration Sessions		
Goals Definition & Documentation		
Develop Process and Policy Recommendations		
Create process flow mapping		
Develop System Configuration checklist		
Attend Munis Discovery/Analysis sessions (facilitate communication to Munis of recommended processes & implementation outcomes)		
Analysis of Munis parallel test script and development of comprehensive tailored test script		
Parallel testing support and guidance (two parallel sessions)		
Development of training manuals		
Lead end-user training sessions		
Post Live Support		
Travel Estimate		\$5,751
Meals & Incidentals (to include tolls): \$55 per diem for 13 days		\$660
Lodging: \$182/night for 13 nights		\$2,184
Mileage: \$323/trip (600 miles round trip at \$0.545/mi for 9 trips)		\$2,907
Project Phase Contingency		\$21,781

**Munis costs for this project phase are estimated at \$147,932 and will be directly incurred from Tyler Technologies.

Invoicing for Project Management is done quarterly thirty days in advance of the quarter being billed. HR and Payroll Process Consulting and parallel assistance is invoiced 50% upon commencement and the balance invoiced upon delivery of the process recommendation.

Delays resulting in additional meetings with or work done by Baecore Group due to La Crosse staff no-showing, unavailability for required assessment and requirements gathering meetings, workshops, and delivery meetings, lack of participation in these meetings or other La Crosse challenges/delays, requiring Baecore Group to make up any necessary meeting(s) will be invoiced at the ½ day rate of \$700 or full-day rate of \$1,400 billed in ½ day increments.

END PHASE 4 SECTION

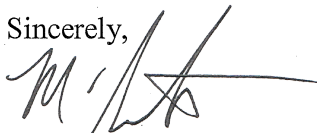
Baecore prides itself on being able to deliver cost-effective quality work. We recognize from time to time that our clients' needs change during a project. Should this occur, we will work to meet your needs and make necessary adjustments to the best of our ability.

I appreciate the opportunity to work with you. Baecore Group is founded on the principle that our success is continuously dependent on consistently and professionally delivering measurable improvements to our clients and look forward to work with the City of La Crosse to better meet the needs of the residents it serves, provide needed tools to its personnel, and maximize its technology investment in its ERP system.

If this is in line with your expectations, please sign and return one copy of the attached Agreement and keep one copy for your records. Signature of this agreement does not bind the City to the above projects or services. The City may cancel the Agreement with or without cause on ninety days written notice to Baecore Group. The City shall be required to make payment for work performed but shall not be required to make payment for any work unperformed at the time of the termination of the Agreement. If you have any questions, please feel free to contact me at 847-585-1486.

I appreciate the opportunity to work with the City of La Crosse.

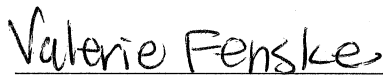
Sincerely,




Mary Smith



City of La Crosse



Print Name & Title



Date

Director of Finance
& Human Resources

Index

BAECORE PROJECT MANAGEMENT	1
Communications	2
Schedule/Priority Management.....	2
Project Oversight & Assistance	3
City Responsibilities	3
BAECORE REQUIRED REOURCES.....	4
ERP Re-Implementation Phase 1.....	4
Chart of Accounts Analysis & System Setup Blue Print for the Munis Chart of Accounts.....	5
Pooled Cash Implementation Assistance for the Munis Treasury Management Module.....	6
Selection & Implementation of Consolidated 3 rd Party Online Customer Portal	7
Policy & Process Consulting and Implementation Blue Print	9
Fixed Asset Policy & Process Consulting and Implementation Blue Print for the Munis Fixed Asset Module	9
Accounts Payable Policy & Process Consulting and Implementation Blue Print for the Munis Accounts Payable Module	9
Purchasing Policy & Process Consulting and Implementation Blue Print for the Munis Purchasing Module	10
Contract Management Policy & Process Consulting and Implementation Blue Print for the Munis Contract Management Payable Module.....	10
PRICING: Phase 1	13
ERP Re-Implementation Phase 2.....	16
Implementation & Policy and Process modification	16
Project Accounting.....	16
Grant Management.....	17
Solution Assessment and Implementation: Lease and Loan Tracking	18
Dashboard and Inquiry Training.....	20
Dashboard and Inquiry “Quick Sheet” Procedure Documentation.....	20
PRICING: Phase 2	22
ERP Re-Implementation Phase 3.....	25
Process & System Integration Consulting & Implementation Blue Print for Integration with the Munis ERP system.....	25
Tyler Forms Modification Assistance.....	26
Cubes Installation & Reporting Assistance	27
PRICING: Phase 3	28
ERP Re-Implementation Phase 4.....	30
Process Consulting and Parallel Testing Support Human Resources and Payroll	30
PRICING: Phase 4	32
Index	35

EXHIBIT B

SOFTWARE LICENSE AGREEMENT

This legal document is an agreement between you, the end user, and BAECORE GROUP, Inc., an Illinois corporation, ("BAECORE"). **BY AUTHORIZING THE MEMO AND PRICE LIST DATED FEBRUARY 19, 2019, YOU ARE AGREEING TO BECOME BOUND BY THE TERMS OF THIS AGREEMENT.**

DEFINITIONS

"SOFTWARE" consists of and shall be defined as: all material in this distribution set including, but not limited to, one or more of the following: executables, dynamic-link libraries, static libraries, object code, byte code, source code, code, code generated to create reports, alerts or notifications, files, scripts, sample models, model libraries, training materials, and Documentation.

"Licensee" is the CITY OF LA CROSSE.

"Agreement" consists of the License Agreement, and Letter of Engagement (dated FEBRUARY 19, 2019).

This Agreement constitutes the complete agreement between you and BAECORE regarding licensure of software. Any change to this Agreement must be in writing, signed by BAECORE and Licensee. Terms and conditions set forth in any purchase order which differ from, conflict with, or are not included in this Agreement, shall not become part of this Agreement unless specifically accepted by BAECORE in writing.

BAECORE SOFTWARE LICENSE

- 1. GRANT OF LICENSE.** In consideration of your payment of the price therefore to an authorized BAECORE service provider, BAECORE, as Licensor, grants to you, the Licensee, a non-exclusive right and license to use and display this copy of the SOFTWARE ON A SINGLE COMPUTER (i.e. with a single CPU) at a single location. If you have purchased the Network version of the SOFTWARE then you are entitled to have all users attached to a SINGLE SERVER to use and display the SOFTWARE. BAECORE reserves all rights not expressly granted to Licensee.
- 2. OWNERSHIP OF SOFTWARE.** As the Licensee, you own the right to use for your business purposes the magnetic or other physical media on which the SOFTWARE is originally or subsequently recorded or fixed, but BAECORE retains title and ownership of the SOFTWARE recorded on the original disk(s) and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This license is not a sale of the original SOFTWARE or any copy.
- 3. COPY RESTRICTION.** This SOFTWARE and the accompanying written materials are copyrighted and the sole property of Baecore Group. Unauthorized copying of the SOFTWARE, including SOFTWARE that has been modified, merged, or included with other software, or of the written materials relating to the SOFTWARE, is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this license. Subject to these restrictions, and if the SOFTWARE is not copy-protected, you may make one (1) copy of the SOFTWARE solely for back-up purposes.
- 4. USE RESTRICTIONS.** As the Licensee, you may not distribute copies of the SOFTWARE or accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE. You may not modify, adapt, translate, or create derivative works based on the SOFTWARE or the written materials relating to the SOFTWARE without the prior written consent of BAECORE. You may not share access or use of the SOFTWARE with other independent contractors or employees other than for the normal day to day use of the SOFTWARE or maintaining the SOFTWARE's compliance with other systems. Licensee agrees that all independent contractors or employees who use the SOFTWARE shall be subject to the License Agreement and confidentiality clause of the Addendum.
- 5. TRANSFER RESTRICTIONS.** This SOFTWARE is licensed only to you, the Licensee, and may not be transferred to anyone without prior written consent of BAECORE. Any authorized transferee of the SOFTWARE shall be bound by the terms and conditions of this Agreement. In no event may you use, transfer, assign, rent, lease, sell, lend, share use of or otherwise dispose of the SOFTWARE on a temporary or permanent basis except as expressly provided herein.
- 6. TERMINATION.** This license is effective until terminated. This license will terminate automatically without notice from BAECORE if you fail to comply with any provision of this license. Upon termination you shall destroy the written materials and all copies of the SOFTWARE, including modified copies, if any, and certify in writing that all copies have been destroyed.
- 7. WARRANTY AND MAINTENANCE.** BAECORE warrants the SOFTWARE to function substantially in accordance with the written materials relating to the SOFTWARE, as amended from time to time, and will maintain, modify, repair or replace the SOFTWARE during the ninety (90) day warranty period, at no additional cost to the Licensee if it does not function in accordance with the written materials. BAECORE does not warrant that the use of the SOFTWARE will be uninterrupted or error free.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE.