

AMENDMENT TO AGREEMENT

This Amendment of the Agreement, entered into this 7th day of November, 2023, by and between the CITY OF ALAMEDA, a municipal corporation (hereinafter "City") and F.H. Black & Company Incorporated ("FHB") a corporation under the laws of the province of British Columbia, whose address is Unit #1 – 1596 Regent Avenue West, Suite 303, Winnipeg, MB R2C 4H4, Canada, (hereinafter "Provider"), is made with reference to the following:

RECITALS:

- A. On April 4, 2023, an agreement was entered into by and between City and FHB (hereinafter "Agreement") with compensation not to exceed \$74,700.
- B. City and FHB desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Paragraph 1. TERM** of the Agreement is modified to read as follows:

The term of this Agreement shall commence on the 20th day of February 2023, and shall terminate on the 23rd day of February 2025, unless terminated earlier as set forth herein.

Paragraph 2. SERVICES TO BE PROVIDED of the Agreement is modified to read as follows:

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A and Exhibit B as requested. Provider acknowledges that the work plan included in Exhibit A and Exhibit B is tentative and does not commit the City to request Provider to perform all tasks included therein.

Paragraph 3. COMPENSATION TO PROVIDER of the Agreement is modified to read as follows:

The original compensation of \$74,700 due to the Provider has been paid in full. \$10,336 will be payable within 30 days of the date of this amendment. Compensation for work done under this Agreement shall not exceed \$85,036. Should any other costs or services be requested or incurred by the City, these costs or services will be addressed under a separate amendment to this Agreement.

2. Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed on the day and year first above written.

Signatures on following page

F. H. Black & Company Incorporated
An incorporated company

DocuSigned by:



Jamie Black
President

CITY OF ALAMEDA
A municipal company

Jennifer Ott
City Manager

F. H. Black & Company Incorporated
An incorporated company

DocuSigned by:



Michael Flavin
Solution Advisor

RECOMMENDED FOR APPROVAL:

DocuSigned by:



Margaret O'Brien
Finance Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:



Michael Roush
Special Counsel, City of Alameda

Quote

Unit #1 – 1596 Regent Avenue West, Suite 303

Winnipeg, MB, R2C 4H4, Canada



Appendix A:
Statement of Work
City of Alameda (Client)
Joint Onboarding Workiva ACFR Automation

Project Description

1. F.H. Black & Company Incorporated (FHB) to guide the Client in reproducing the prior year City of Alameda, Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 (ACFR) utilizing Workiva.
 - a. We have utilized the Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2021, provided by the Client as the definition of your scoping requirements, as the current year ACFR was not available. Should the size of the document (230 pages) being set up vary in size or complexity significantly, additional fees may accrue.
 - b. Includes building 230 pages of content in the Workiva Document as formatted and outlined in the ACFR, to be provided by the client.
 - c. During implementation we may make recommendations for changes to improve usability, to simplify ongoing maintenance by your team, or on rare occasions due to technical capabilities of the software.
 - d. Workiva ACFR Automation timeline is 14 to 18 weeks after the kickoff call. Upon our receipt of executed agreements, we will schedule the project and the first two meetings (Project Planning and Project Kickoff) based on mutual availability.

FHB Responsibilities

1. CPA, Project Manager, and Client Success Manager assigned to the engagement.
2. Guide the Client through the entire implementation.
3. Provide a data model purpose-built for the Public Sector.
4. Importing the ACFR into a Wdesk document, setup sections, and linking all tables to supporting non-calculating spreadsheets.
5. Assist with loading data and demonstrate how to assign imported data to group codes.
6. For 92 pages of the document:
 - a. FHB will convert the non-calculating Spreadsheets to calculating by:
 - i. creating formulas for Wdata Connected Spreadsheets
 - ii. creating formulas for other supporting Spreadsheets
 - b. FHB will create calculating Spreadsheets for narrative values and link to the document
7. Setup and configuration of a validation dashboard with data validation check(s) and link(s). FHB has allocated up to 1 hour to support this functionality.
8. Initial setup and configuration of Adjusting Journal Entry Worksheet with queries back to Wdata.
9. Provide supplements to the standard Workiva training with custom training based on the setup throughout implementation.
10. Setup Wdata and chains/scripts to load standard exported content from the Client ERP system via supported Cloud Storage (Box.com, DropBox, OneDrive, SharePoint, ShareFile) or SFTP folder. Includes up to 3 source files (csv, xlsx) for purposes of pulling in required trial balance details.

Client Responsibilities

1. Project Sponsor and Client Subject Matter Expert will read the article/requirements for successful self-implementation projects (<https://blog.fhblackinc.com/self-implementation-is-it-right-for-you>) and affirm that the Client is confident in their abilities/capacity to complete this project.
2. Provide FHB with administrative/owner access to the Workiva workspace.
3. Team members working on the project will take the courses recommended by FHB from the Workiva Learning Hub (approximately 10 hours per person).
4. With Joint Onboarding the Client is responsible for implementation tasks. Consequently, the Client will be significantly responsible for meeting project timelines and deadlines.
5. The Client uploads the ACFR-related data and documents per FHB instructions for the FHB consultant to review including all required underlying ERP/Budget software detail.

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6. Provide ongoing guidance to the FHB team respecting presentation and disclosure requirements, general ledger structure, year-end processes, etc., as necessary.
7. Provide a mapping/group legend for each value in the MD&A, statements, schedules, and footnotes.
8. Assign all accounts by, at minimum, Object and Function as recommended/advised by FHB within Wdesk.
9. For the remaining 138 pages of the 230-page documents not linked by FHB:
 - a. Client will convert the non-calculating Spreadsheets to calculating by:
 - i. creating formulas to Wdata Connected Sheets
 - ii. creating formulas to other supporting Spreadsheets
 - b. Client will create calculating Spreadsheets for narrative values and link to the document
10. Review the document for non-GL-driven data and create Spreadsheets for work papers, other calculations, or specifying as input.
11. Complete miscellaneous tasks that may be assigned during the implementation including the configuration of any work papers deemed necessary to automate complex values.
12. Reconcile the financial data within the Wdesk as necessary to agree with previously published reports. This process may also require posting adjusting journal entries within Wdesk or the accounting system. If this is necessary, the Client will be responsible for this work.
13. If necessary, create additional data validation checks and link to the validation dashboard to ensure accuracy throughout the solution.
14. Review, test, and sign-off on all FHB work within five (5) business days of receipt.

Project Completion

The project is complete when the City of Alameda Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 document in Workiva duplicates the formerly published ACFR and is accepted by Client.

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**City of Alameda (Client)**

2263 Santa Clara Avenue
Alameda, CA 94501

Procurement Contact

Name: Ross McCarthy
Email: rmccarthy@alamedaca.gov
Phone: 510.747.4881

Solution: AfterCare and Capstone Training for the ACFR Automation Project

Quote Information

Prepared By:	F.H. Black & Company Incorporated (FHB)	RPM Quote #	FHBLK-08/14/2023-MF
Solution Advisor:	Mike Flavin	Create Date:	08/14/2023
Email:	mflavin@fhblackinc.com	Expiration Date:	10/13/2023

Prepared For

Organization: City of Alameda
Contact Name: Ross McCarthy
Email: rmccarthy@alamedaca.gov

Quote Line Items						
Line Item Number	Product	Product Description	Line Item Description	Unit Price	Qty.	Total Price
001	Professional Services - SO	Supplemental Onboarding	FHB Workiva Training 101 Course - Beyond the Basics	\$ 698	2	\$ 1,396
002	Professional Services - SO	Supplemental Onboarding	Twenty-hour Aftercare Support Pack and Capstone Training	\$ 8,940	1	\$ 8,940
Total:						\$ 10,336

The FHB Workiva 101 Beyond the Basics online standard prescheduled classroom training course consists of two 4-hour sessions that are led by an FHB Consultant. Additional participants can be enrolled at any time at the cost of \$698 each, with a Supplemental Onboarding Purchase Order.

Twenty-hour Aftercare Support Pack and Capstone training for the ACFR Automation project which comprised of guiding the client in reproducing the prior year City of Alameda, Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2022 (ACFR) utilizing Workiva.

Aftercare hours are optional depending on the Client's needs. Aftercare hours are valid for one year from the date of project completion. Additional hours can be added at any time with the purchase of a Service Level Agreement.

Capstone Training will be created after the ACFR Automation Project Completion. With Capstone Training, FHB will create a custom training video that demonstrates key functions within your Workiva platform based on your specific implementation and process.

Anything outside of the Statement of Work for the ACFR automation project and this supplemental quote is outside of the project scope and will need to be identified and quoted separately.

Payment Terms: Fixed fee. Billed upfront.