

AMENDMENT NO. ONE
PEOPLESOFT REPLACEMENT CONSULTANT
(RFP 16-19, Contract No. C-10993)

This Amendment No. One ("Amendment") to the PeopleSoft Replacement Consultant ("Agreement") is made this _____ day of _____, 2017, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Berry Dunn McNeil & Parker, LLC, a Maine limited liability company authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Berry Dunn McNeil & Parker, LLC ("Contractor") previously entered into an Agreement, Contract No. C-10993, dated June 28, 2016 ("Agreement"); and
- B. The Agreement had an initial one-year term beginning June 28, 2016 through June 27, 2017 and provided an option to extend for an additional four (4) years in one year increments; and
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from June 28, 2017 through June 27, 2018, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The City wishes to exercise Phase 6, Exhibit A of the Agreement, Section 1.4, "Optional Services", as defined specifically on the attached Exhibit A1.
- 4. **Compensation.** The original Agreement provided for implementation consulting services for the development of an RFP and the selection of an Enterprise Resource Planning (ERP) vendor for an amount not to exceed \$150,000. The Agreement also allowed for the City to exercise the option to have Contractor perform Project Management Implementation Services after an ERP vendor was chosen for a not to exceed amount of \$535,000 that includes estimated travel. The total amount of compensation is therefore amended to an amount not to exceed \$685,000.

5. **Insurance Certificate.** Current certificate will expire on April 30, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.
7. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
8. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
9. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

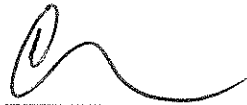
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Berry Dunn, McNeil & Parker, LLC
A Maine limited liability company



By: Charles Snow

Its: Principal

10/18/16

EXHIBIT A1 to Agreement C-10993 PEOPLESFT REPLACEMENT CONSULTANT

As per Section 1.4 of the Agreement, a detailed work plan for accomplishing Phase 6, Implementation Project Management, and tasks requested by the City.

This work plan is based on providing our services for 20 months, or 87 weeks. Based on the City's current timeline, we would begin in June of 2017 with Project Initiation and extend through Phase 2 go-live and a month of project closure activities in January of 2019.

Project Initiation

1. **Develop Project Initiation Documents.** Based on our initial project planning discussions, we will draft a set of detailed Project Initiation Documents that encompass the full scope of the City's ERP implementation. These governance documents will include, but not be limited to, the following:
 - a. Project Charter
 - b. Change Management Plan
 - c. Stakeholder Register
 - d. Communication Plan
 - e. Risk and Issue Register
 - f. Status Report Template
 - g. Document Repository (i.e., SharePoint)

We will provide the Project Initiation Documents in draft version and then facilitate an on-site work session with the City Project Management team to discuss the documents and collect feedback. We will then update the documents and submit them to the City in final version.

Deliverable: D1. Project Initiation Documents

2. **Conduct Stakeholder Orientation Meetings.** Our team will facilitate a series of work sessions with key stakeholders and project groups, including the Project Sponsor and Project Management Team, to clarify roles and responsibilities and prepare the respective stakeholder groups to be effective in their assigned roles. In our experience, this early orientation can have a lasting impact on the project, such that resources are ready and able to provide their input when needed. We have planned for a series of meetings to occur over one day on site at the City.

Deliverable: D2. Stakeholder Group Orientation

Ongoing Project Management Services

BerryDunn will serve in a project management role during the system implementation, acting on behalf of the City. The greatest benefit we can offer the City is our structured and proactive approach, which includes planning for upcoming tasks and mitigating risks and issues before they can impact a project's

success. Our assumption is that City resources will participate in the testing, training, and data conversion activities and that the BerryDunn Project Manager will oversee these activities.

Table 2 summarizes the project management services and deliverables BerryDunn would provide, as well as the amount of hours planned for each.

Table 2: BerryDunn Ongoing Project Management Services

Activity/Deliverable	Description	Estimated Hours
Lead Weekly Project Team Meetings	BerryDunn will lead the weekly project management meetings between the City and the vendor via teleconference and in person during on-site weeks. Following each meeting, we will produce minutes and submit them for the Project Team's review and approval.	696
Review of Implementation Vendor Deliverables	BerryDunn will provide a written assessment of implementation vendor deliverables, selected in cooperation with the City. These reports will include prioritized findings for the City to address with the implementation vendor prior to approving the deliverable. Four reviews are planned for.	120
Monthly Project Status Reports and On-Site Project Management Activities	The Monthly Project Status Reports will describe the activities that BerryDunn staff performed during the previous reporting period, planned activities for the upcoming reporting period, risks and issues associated with the implementation, and recommendations for addressing these risks and issues. We will consider needed change management actions as part of these recommendations. Additionally, the Reports will outline the activities/mitigation techniques being employed by the City and the implementation vendor to resolve previously identified risks and issues that are still being monitored by our team.	1,388
Test Scripts and Management of Testing Activities	BerryDunn will lead system, parallel, stress, and user acceptance testing, including collaboratively developing a test plan and scripts with the City's project leads, on-site facilitation of testing activities, and recommendations for modifications to increase the likelihood of success. This testing will include all functional aspects in focus, as well as the user security matrix previously developed as part of configuration and analysis. In addition, we will facilitate the City's decision-making related to resolving identified defects or needs for business process redesign.	225
Management of Training Activities	BerryDunn will provide training oversight including developing the training plan and training materials, conducting random spot checks of the training activities, providing recommendations for modifications to the training delivery, and providing feedback on training documentation. This will include leading the team assigned to the development of user manuals.	275

Activity/Deliverable	Description	Estimated Hours
Project Closeout and Lessons Learned	Following the go-live of Phase 2, we will lead the Project Team through the process of formally closing the project, including contract reconciliation, management of any outstanding implementation items, recommending approaches to successfully transition to the support/operations phases, and facilitating a Lessons Learned meeting.	80

BerryDunn Project Team

We are pleased to propose to the City an experienced team with skillsets specifically selected for the project and the understanding of the necessary expertise to be successful with the ERP system implementation.

We are pleased to propose Clark Lathrum as Project Manager for this engagement. Clark is a seasoned Project Manager with over 30 years' experience including at the executive level of IT for the State of Arizona. Clark is based in our Phoenix Office and will be supported by a consulting team specifically selected for this project. Our proposed team, introduced in Table 3, offers direct experience in ERP system implementations.

Table 3: Proposed Project Team

Project Role/Name/Title	Responsibilities
Project Leadership Project Principal Chad Snow, PMP, CFE <i>Principal</i>	As Project Principal, Chad will have overall responsibility for the services provided to the City, ensuring that the City's project goals and objectives for the project are met.
Engagement Manager Seth Hedstrom, PMP <i>Senior Manager</i>	As engagement manager, Seth will work with the project manager to monitor the progress of the project and track the initiation and completion of tasks and milestones. With the Project Manager, he will oversee the quality and timeliness of all deliverables. Seth will maintain involvement throughout the implementation and at key points such as when issues arise to be escalated for resolution, Steering Committee meetings and management, and advocating for the City if issues require escalation within Tyler Executive Leadership. Seth will contribute his expertise in overseeing and managing ongoing and completed Munis ERP implementations including for the cities of Santa Fe, New Mexico, Surprise, Arizona and Bloomington, Minnesota.
Project Manager Clark Lathrum <i>Senior Consultant</i>	Clark will serve as the Project Manager for the City's implementation. In this role, he will lead the delivery of our services and serve as the City's point of contact with the software vendor. Clark will call upon our additional team members as needed throughout the project including those with prior Munis implementation experience when that perspective will benefit the City.

Project Role/Name/Title	Responsibilities
	<p>Clark will contribute his Project Management experience throughout the project from his 30 years in the public sector including his time with the State of Arizona overseeing the State's ERP initiative and other projects he oversaw as the PMO Lead.</p> <p>Clark's extended resume is included in the following pages.</p>
<p>Business Analysts Michele Dotson, MPA, PMP <i>Senior Consultant</i> Marcey McHatten, PMP <i>Senior Consultant</i> Pam Coleman <i>Senior Consultant</i></p>	<p>Michele, Marcey, and Pam will all serve as additional resources to support the success of the implementation as coordinated by Clark. Our three business analysts are uniquely positioned to benefit the City:</p> <ol style="list-style-type: none"> 1. As a Management Analyst for the City of Mesquite, Texas, Michele was the project lead for a city-wide, three-year Munis ERP implementation, with direct responsibility for communications and change management efforts. Since joining the firm, Michele has been involved in Munis ERP implementations with over five municipalities including acting as the Project Manager for the Munis implementation in Surprise, Arizona. In addition, Michele is a Prosci® Certified Change Management Practitioner. 2. Marcey is an experienced project manager for a variety of ERP software implementations. Most recently Marcey led the implementation of Munis in Boulder, Colorado and she is currently serving as the City of College Station's Project Manager for their Munis implementation. 3. Pam spent eight years employed by Tyler Technologies as an Implementation Consultant prior to joining BerryDunn. During this time, she served as the lead implementer for some of the most complex implementations of Munis focused in the areas of human resources and payroll.
<p>Additional BerryDunn Resources</p>	<p>BerryDunn's team will also include Consultant(s) and/or Senior Consultant(s) from BerryDunn's Government Consulting Group, made up of over 90 personnel. These resources will support the Project Team with efforts as needed.</p>

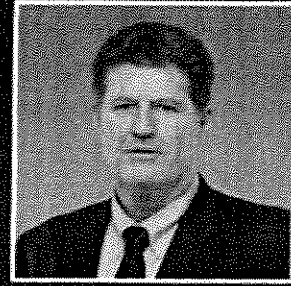
CLARK LATHRUM ■ SENIOR CONSULTANT

Phoenix, Arizona Office

Clark is an experienced CIO, IT Director, and Project Manager with more than thirty years in the public sector managing, developing, enhancing, testing and implementing diverse software applications and complex infrastructure projects. He applies his skills to help our government clients capitalize on opportunities through technology and process improvement that align with government objectives and business goals. He is a past member of the State of Arizona CIO Council.

Qualifications & Experience

- ✓ **Project Management:** Throughout Clark's 30-year career in the public sector, he has managed a diverse set of projects. This experience contributes to his ability to balance stakeholder requirements to achieve project objectives. In his most recent position with the State of Arizona, Clark provided project oversight for the Business Re-Engineering Arizona (BREA) project. BREA is a state-wide initiative to transform Arizona's business processes and the replacement of the State's legacy accounting system with CGI ERP. His oversight responsibilities included project monitoring and reporting to interested stakeholders such as the State CIO, Information Technology Authorization Committee (ITAC), and Joint Legislative Budget Committee (JLBC).
- ✓ **Enterprise Software Replacement Lifecycle:** Clark is experienced in all lifecycles of enterprise software planning, selection, and implementation. His experience includes the key activities of defining stakeholder requirements, soliciting solutions, and managing implementations.
- ✓ **Leveraging Technology for Process Improvement:** During his tenure with the Arizona Corporation Commission, Clark developed and implemented technology strategic plans, goals, objectives, and budgets to meet agency objectives. He successfully drove the technology component of process improvement initiatives for the agency and, through ongoing collaboration with agency executives and senior management, he identified opportunities for expanded integration of technology into business processes.
- ✓ **Project Management Office (PMO) Formation and Administration:** In his prior role as CIO for the Arizona Corporation Commission, Clark led the establishment of a PMO and related methodologies, templates, and reporting



Education

- ❖ Computer Information Systems, Rio Salado College
- ❖ Administrative Management, Arizona Government University

Associations

- ❖ International Association of Commercial Administrators (IACA)
- ❖ State of Arizona CIO Council – Past Member

structures. Once formed, Clark oversaw the activity of teams within the PMO to streamline project delivery and improve outcomes.

Prior Organizational Experience

Arizona Department of Administration: As an Engagement Manager, Clark served as a consultant to stakeholder agencies by advising them in the areas of strategic planning, development of project objectives, business cases and requirements, project management, budgeting, and reporting. In this role, he was a key team member of multiple department lean transformation initiatives.

Arizona Corporation Commission: First as a Chief Information Security Officer, and then as CIO, Clark provided technology vision, leadership, and strategy with a focus on improving operational efficiency, reducing operational costs, and increasing technology availability. During his tenure he established a centralized agency-focused IT organization; mentored numerous Project Managers, Application Developers/Programmers, and Business Analysts; and established a PMO that streamlined project delivery and implementation.

Professional Services Commitment

We are committed to providing an experienced and qualified project team for this engagement in accordance with the following:

- A. We will provide a Project Manager and supporting team with the necessary experience and qualifications to effectively and efficiently complete our proposed services. We will deliver these services in accordance with our Professional Services Agreement and any applicable City policies.
- B. Once our Project team is assembled we will not remove staff and personnel from their assigned Project roles without reasonable prior notice and good cause and we will work to mitigate project impacts after any such removal. We commit to replacement resources having sufficient experience and qualifications to effectively and efficiently complete our proposed services, without additional cost to the City.
- C. In the event our personnel is/are not providing services consistent with our services commitment and any applicable City policies, you will notify us of that deficiency in writing and give us thirty days to correct it. In the event the deficiency persists, we will replace that Project member, upon written request and demonstration of good cause. Replacement staff will have the reasonably equivalent experience and qualifications as the person being replaced. Should the replacement of staff cause additional work on our part, the City will not bear the cost for this work.

Project Cost Estimates

We have provided anticipated hours for our proposed project management services in Table 3. The hour estimates are based on BerryDunn's experience with similar projects. BerryDunn does not charge for time spent traveling, so these estimates are reflective only of the time BerryDunn team members will be working on the City's project. The hours in Table 4 are proposed on a not-to-exceed basis to deliver the services described in Table 2 based upon the City's planned two-phase implementation of the functional areas prescribed in the City's RFP 17-05 with go live dates of Phase 1 on July 1, 2018 and Phase 2 on January 1, 2019. We will respectfully request to modify our anticipated hours in accordance with the change request process prescribed in our Professional Services agreement if the City requests our teams to deliver additional services beyond those prescribed in this Statement of Work, changes the functional areas being implemented, or extends the implementation timeline beyond the 24-month period planned for.

Table 4: Not to Exceed Fees for Project Management (87 Weeks)

Item	Cost
Project Management Services <i>32 hours per week for a total of 2,784 hours, at a rate of \$180 per hour</i>	\$501,120

We plan to utilize local resources for the project whenever possible, in order to limit travel expenses. On occasion, we will leverage specific team members for key milestones including Executive Team Meetings, business process review, and User Acceptance Testing. Travel expenses may be incurred for these resources if they come from other Berry Dunn office locations outside of the State of Arizona. The estimated expenses for travel are provided in Table 5. All travel shall follow the City of Glendale, Arizona's travel policy

http://gnn.glendaleaz.com/Finance/documents/FAP7TravelPolicy_Final8_26_16.pdf

Table 5: Estimated Travel Expenses

Item	Cost
Travel Expenses (Estimated) <i>An average of one trip per month for a total of 20 trips, at \$1,600 per trip</i>	\$32,000

We will submit monthly project invoices for the hours utilized and maintain a tracker of any variance against estimates in a particular month. Monthly invoices will also include actual travel expenses, as incurred.