

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

**CONSULTANT SERVICES CONTRACT
FOR THE
CITY OF MANSFIELD, TEXAS**

This Consultant Services Contract, hereinafter referred to as "Contract" is entered into between the **CITY OF MANSFIELD, TEXAS**, a municipal corporation of the State of Texas, hereinafter referred to as "CITY", and **Plante & Moran, PLLC**, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT are each a "Party" and are collectively referred to herein as the "Parties".

**ARTICLE I.
EMPLOYMENT OF CONSULTANT**

For and in consideration of the covenants herein contained, CONSULTANT hereby agrees to perform consulting services in connection with the project as set forth below, and CITY agrees to pay, and CONSULTANT agrees to accept fees as set forth in this Contract as full and final compensation for all services performed under this Contract. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional and national consulting standards. CONSULTANT shall provide Tyler Munis Implementation consulting services, as further described in Exhibit "A", for the City of Mansfield, Tarrant County, Texas, and hereinafter referred to as the "Project."

**ARTICLE II.
PAYMENT FOR SERVICES**

In consideration of the services to be performed by CONSULTANT under the terms of this Contract, CITY shall pay CONSULTANT for services actually performed, a fee, not to exceed Seventy Thousand One Hundred Eighty and 00/100 (\$70,180.00) as stated in Exhibit "A", unless other conditions necessitate additional services, which must be authorized in advance in writing by CITY and shall be billed based on rates as shown in Exhibit "A", if applicable. In the event of a conflict between Exhibit "A" and this Contract, this Contract shall control. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance under this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

**ARTICLE III.
CHARACTER AND EXTENT OF SERVICES**

CONSULTANT, and its employees or associates, jointly shall perform all the services under this Contract in a manner consistent with the degree of professional skill and care and the orderly progress of the work ordinarily exercised by members of the same profession currently practicing under similar circumstances. CONSULTANT represents that all its employees who

perform services under this Contract shall be qualified and competent to perform the services described in Exhibit "A". The scope of services includes the following:

- A. Services as further described in Exhibit "A".
- B. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Contract, and CITY may look solely to CONSULTANT for performance of these services.
- C. It is agreed and understood that this Contract contemplates the full and complete services for the Project including changes necessary to complete the Project as outlined herein. CONSULTANT acknowledges by the execution of this Contract that all contingencies known to CONSULTANT at the date of this Contract, as may be deemed necessary and proper to complete the assignment, have been included in the fee stated herein. CONSULTANT will advise CITY as to the necessity of CITY's providing or obtaining from others special services and data required in connection with the Project (which services and data CONSULTANT is not to provide hereunder). Nothing contained herein shall be construed as authorizing additional fees for services to complete plans, specifications, inspections, tests, or other services not specified necessary for the successful completion of the Project.

ARTICLE IV. **TIME FOR COMPLETION**

The term of this Contract shall begin on the last date of execution of this Contract. CONSULTANT understands and agrees that time is of the essence. All services, written reports, and other data are to be completed and delivered to CITY as shown on Exhibit "A".

This contract shall terminate when CITY has accepted the services associated with Project as being final. No extensions of time shall be granted unless CONSULTANT submits a written request, and CITY approves such request in writing.

ARTICLE V. **REVISIONS**

CITY reserves the right to direct substantial revisions of the deliverables after acceptance by CITY as CITY may deem necessary and CITY shall pay CONSULTANT equitable compensation for services rendered for the making of any such revisions. In any event, when CONSULTANT is directed to make substantial revisions under this Section of the Contract, CONSULTANT shall provide to CITY a written proposal for the entire costs involved in the revisions. Prior to CONSULTANT undertaking any substantial revisions as directed by CITY, CITY must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the deliverables are required by reason of CONSULTANT's error or omission, then such revisions shall be made by CONSULTANT without additional compensation to the fees herein specified, and in a time frame as directed by CITY.

It is expressly understood and agreed by CONSULTANT that any compensation not specified in Article II may require City Council approval and is subject to funding limitations.

ARTICLE VI.
CONSULTANT'S COORDINATION WITH OWNER

CONSULTANT shall be available for conferences with CITY so that Project can be completed with the full benefit of CITY's experience and knowledge of existing needs and facilities and be consistent with current policies and standards. CITY shall make available to CONSULTANT all existing field notes and other data in its possession relative to the Project. CONSULTANT may show justification to CITY for changes from CITY standards due to the judgement of said CONSULTANT, of a cost savings to CITY and/or due to surrounding conditions and circumstances. CITY shall make the final decision as to any changes after appropriate request by CONSULTANT.

ARTICLE VII.
TERMINATION

This Contract may be terminated at any time by CITY, with or without cause, without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. Upon receipt of written notice by CITY, CONSULTANT shall immediately discontinue all services and CONSULTANT shall immediately cease all work and labor being performed in connection with this Contract and shall proceed to cancel promptly any existing contracts for labor, materials, assistance, or supplies insofar as they are related to this Contract. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed but not paid for under this Contract to the date of termination. CITY shall then pay CONSULTANT promptly the accrued and unpaid services to the date of termination; to the extent the services are approved by CITY.

This Contract may be terminated by CONSULTANT, with mutual consent of CITY, at any time for any cause without penalty or liability except as may otherwise be specified herein upon thirty (30) days written notice. CONSULTANT shall submit written notice to terminate Contract and all completed or partially completed studies, reports, drawings, documents, and material prepared under this Contract shall then be delivered to CITY which it, its agents, or contractors, may use without restraint for the purpose of completing the Project. All rights, duties, liabilities, and obligations accrued prior to such termination shall survive termination. CONSULTANT shall be liable for any additional cost to complete the project as a result of CONSULTANT's termination of this Contract without cause.

ARTICLE VIII.
OWNERSHIP OF DOCUMENTS

Upon completion of CONSULTANT's services and receipt of payment in full, all Project documents or instruments of consulting services prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT shall retain in its files all documents or instruments of CONSULTANT's services as well as all other pertinent information for the Project. CONSULTANT shall have no liability for changes made to the documents by other consultants subsequent to the completion of the Contract. CITY shall require that any such change be sealed, dated, and signed by the consultant making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE IX. **INSURANCE**

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall the CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, as required by law; Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$500,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 for bodily injury (per accident), and \$100,000 for property damage. This clause does not apply to personal owned vehicles.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$250,000 per occurrence.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:
1. Name CITY as an additional insured as to all applicable coverage(s) except Worker's Compensation and Employer's Liability Insurance and Professional Liability Insurance;
 2. Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Mansfield
1200 E. Broad St.
Mansfield, Texas 76063

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required;

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "other insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the requirements to be fulfilled by CONSULTANT. The CITY's decision thereon shall be final.
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all Parties to the Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval, or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability;
4. No special payments shall be made for any insurance that CONSULTANT and subcontractors, if any, are required to carry; all are included in the Contract price and the Contract unit prices; and

5. Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby. CITY's Risk Manager reserves the right to review the insurance requirements stated in this Contract during the effective period.

ARTICLE X.
MONIES WITHHELD

When CITY has reasonable grounds for believing that:

- A. CONSULTANT will be unable to perform this Contract fully and satisfactorily within the time fixed for performance; or
- B. A claim exists or will exist against CONSULTANT or CITY arising out of the negligence of the CONSULTANT or the CONSULTANT's breach of any provision of this Contract; then CITY may withhold payment of any amount otherwise due and payable to CONSULTANT under this Contract. Any amount so withheld may be retained by CITY for that period of time as it may deem advisable to protect CITY against any loss and may, after written notice to CONSULTANT, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of CITY by reason of CITY's failure or refusal to withhold monies. No interest shall be payable by CITY on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of CITY.

ARTICLE XI.
NO DAMAGES FOR DELAYS

Notwithstanding any other provision of this Contract, CONSULTANT shall not be entitled to claim or receive any compensation as a result of, or arising out of, any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

ARTICLE XII.
**PROCUREMENT OF GOODS AND SERVICES FROM MANSFIELD BUSINESSES
AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES**

In performing this Contract, if applicable, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Mansfield businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to CITY projects and procurements, CITY also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, if applicable, the CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

ARTICLE XIII.
RIGHT TO INSPECT RECORDS

CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of CONSULTANT involving transactions relating to this Contract. CONSULTANT agrees that CITY shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. CITY shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subcontractor or CONSULTANT agrees that CITY shall have access to and the right to examine any directly pertinent books, documents, papers and records of such CONSULTANT or subcontractor involving transactions to the subcontract, and further, that CITY shall have access during normal working hours to all CONSULTANT or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. CITY shall give the CONSULTANT or subcontractor reasonable advance notice of intended audits.

ARTICLE XIV.
NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the parties (CITY and CONSULTANT) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with CITY or CONSULTANT or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either CITY or CONSULTANT.

ARTICLE XV.
SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each bind themselves, their successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

ARTICLE XVI.
CONSULTANT'S LIABILITY

Acceptance of the receivables by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by CITY for any defect in the documents and work; nor shall such acceptance be deemed an

assumption of responsibility or liability by CITY for any defect in the documents prepared by said CONSULTANT, its employees, subcontractors, agents and consultants.

ARTICLE XVII. INDEMNIFICATION

CONSULTANT agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought and suffered by any person or persons, that may arise out of or be occasioned by CONSULTANT's breach of any of the terms or provisions of this Contract, or by any other negligent act or omission of CONSULTANT, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; and unless otherwise prohibited by Texas Local Government Code §271.094, CONSULTANT agrees to defend at its own expense any suits or other proceedings brought against the City or its officers, agents, or employees resulting from the sole negligence of CITY, its officers, agents, employees or separate contractors that may arise out of or be occasioned by CITY's breach of any of the terms or provisions of this Contract, and in the event of joint and concurrent negligence of both CONSULTANT and CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to CITY under Texas law and without waiving any defense of the Parties under Texas law. The provisions of this Paragraph are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

ARTICLE XVIII. SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants or conditions of this Contract are for any reason held to be invalid, void or unenforceable, then these provisions shall be stricken from the Contract and the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

ARTICLE XIX. INDEPENDENT CONTRACTOR

CONSULTANT covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of CITY; that CONSULTANT shall have exclusive control of and the exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and CONSULTANTS; that the doctrine of respondent superior shall not apply as between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and CONSULTANTS and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

**ARTICLE XX.
DISCLOSURE**

By signature of this Contract, CONSULTANT acknowledges to CITY that he/she has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships with abutting property owners. CONSULTANT further agrees that he/she will make disclosure in writing of any conflicts of interest, which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

**ARTICLE XXI.
VENUE**

The parties to this Contract agree and covenant that this Contract will be enforceable in Mansfield, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Tarrant County, Texas, or for federal actions in the U.S. District Court Northern District of Texas.

**ARTICLE XXII.
ENTIRE CONTRACT**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein, cannot be modified without written agreement of the Parties, including Exhibit "A". In the event of conflicting provisions between this Contract and any attachments or exhibits, this Contract shall be controlling. If there are Amendments and there are any conflicts between the Amendment and a previous version, the terms of the Amendment will prevail.

**ARTICLE XXIII.
APPLICABLE LAW**

This Contract is entered into subject to the Mansfield City Charter and ordinances of CITY, as same may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this Contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

**ARTICLE XXIV.
DEFAULT**

If at any time during the term of this Contract, CONSULTANT shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract, or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by CITY shall not be deemed a waiver of any other right or remedy of CITY. If after exercising any such remedy, the cost to CITY of the performance of the balance of the work is in excess of that part of the Contract sum, which has

not therefore been paid to CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

ARTICLE XXV. HEADINGS

The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

ARTICLE XXVI. NON-WAIVER

It is further agreed that one (1) or more instances of forbearance by CITY in the exercise of its rights herein shall in no way constitute a waiver thereof.

ARTICLE XXVII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the Parties. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

ARTICLE XXVIII. EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. CONSULTANT shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training including apprenticeship. Upon final determination by a court of competent jurisdiction that the CONSULTANT has violated this section, this Contract shall be deemed terminated and CONSULTANT's further rights hereunder forfeited.

ARTICLE XXIX. CONSTRUCTION OF CONTRACT

Both Parties have participated fully in the review and revision of this Contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply to the interpretation of this Contract.

ARTICLE XXX. NOTICES

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective Parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either Party is otherwise

notified in writing by the other Party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of Mansfield
Attn: Latifia Coleman, Director of Finance
1200 E. Broad St.
Mansfield, Texas 76063
(817) 276-4265

If intended for CONSULTANT, to:

Plante & Moran, PLLC
Attn: Mike Riffell, Engagement Partner
10 South Riverside Plaza, 9th Floor
Chicago, Illinois 60606
(312) 207-1040

ARTICLE XXXI.
PRIVATE LAND ENTRY

If applicable, no entry onto any property of others by CONSULTANT on behalf of CITY to survey, or for other reasons related to the performance of services within this Contract shall be made until CONSULTANT has secured the landowners' permission to enter and perform such activities, and CONSULTANT shall hold CITY harmless from any and all damages arising from activities of CONSULTANT on land owned by others.

[Signature Page Follows]

EXECUTED this the ____ day of _____, 2023, by CITY, signing by and through its City Manager, or designee, duly authorized to execute same and by CONSULTANT, acting through its duly authorized officials.

“CITY”
City of Mansfield

By: _____
Name: _____
Title: _____

ATTEST:

Susana Marin, City Secretary

APPROVED AS TO FORM:

Bradley A. Anderle, City Attorney

“CONSULTANT”
Plante & Moran, PLLC

By: _____
Name: _____
Title: _____

CITY OF MANSFIELD

STATE OF TEXAS §

COUNTY OF TARRANT §

 This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of the City of Mansfield.

Notary Public in and for the State of Texas

CONSULTANT

STATE OF TEXAS §

COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2023, by _____, _____ of _____.

Notary Public in and for the State of _____

Project Scope

Project Objectives

The scope of the review would include all items listed on the City's latest software contract from Tyler Technologies. The following key objectives are desired by the City, as this work effort is being considered:

- Determine which modules are licensed by the City. For these modules, determine which have not been implemented by the City or are partially complete in their implementation and what key items are needed for completion.
- Meet with City departments, review their processes and determine if the solution is meeting their needs.
- Evaluate if City staff are fully utilizing the modules that have been implemented.
- Identify key issues that the staff are experiencing and recommend potential solutions, which may result in process changes and/or additional training.
- Review the City's annual maintenance and support contract and recommend if any modules should be removed/added.
- Develop an Implementation Optimization Plan with recommendations the City can consider to better utilize the current ERP solution.

Project Work Plan

In order to meet the City's objectives, we anticipate utilizing the following key work plan tasks:

- Develop a SharePoint site for collaborating and storing and managing project documents.
- Supply the City with an "Items to Collect" list. Review collected documents before meeting with the City staff.
- Work with City's Project Manager/Sponsor to identify a Project Steering Committee/governance structure. We assume the City's team will include key City stakeholders to represent the departments who will assist with project activities. During this activity we will also identify members of a smaller Project Management Office (PMO) which will be responsible for working with our team to coordinate the project.
- Work with the City's PMO to develop a timeline for the project activities, to align with the City's needs and other resource commitments and document this in a Microsoft Project Plan.
- Work with the City's PMO to develop a high-level draft Project Charter and finalize it with the Project Steering Committee. The Project Charter will assist with communicating project objectives and aligning the City's staff expectations.
- See the sample project charter below:

ERP NEEDS ASSESSMENT AND SELECTION PROJECT PROJECT CHARTER	
Sample Client	
MISSION STATEMENT	
The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of Government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.	
PROJECT OVERVIEW	
The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long-term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.	
PROJECT OBJECTIVES	
<ol style="list-style-type: none"> 1. Identify challenges including people, process and technology with current Client business processes in-scope 2. Identify opportunities for process improvements without and with new technology 3. Identify system needs for a new systems environment 	
BUSINESS DRIVERS	
<ol style="list-style-type: none"> 1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.) 2. Increase the ease of reporting on the Client's data 3. Enhance internal controls and provide segregation of duties 	
PROJECT INFLUENCES	
<ol style="list-style-type: none"> 1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations 2. Inertia/resistance to change 3. Resource availability - budgetary challenges, staff shortages, tools and training 4. Legal or regulatory constraints 	

PROJECT ORGANIZATIONAL STRUCTURE		
The following table identifies the project roles, typical staff type, responsibilities and estimated level of effort for activities conducted during the ERP Selection & Procurement Phase of the project.		
Role	Responsibility	Client Staff
Project Sponsor(s)	• Maintain the project vision	Sample – Staff will be identified in actual charter
	• Act as the project champion	
	• Energize the project leadership and teams	
	• Be visibly committed to the project	
	• Provide a strategic perspective when defining the needs for a future ERP and associated processes	
Project Steering Committee	• Remove project roadblocks	Sample – Staff will be identified in actual charter
	• Secure alignment across departments	
	• Coach the project leadership	
	• Steer the Project Managers	
	• Address issues presented by the Project Manager	
Project Selection Committee	• Create the conditions to make the Project Managers successful in their role	Sample – Staff will be identified in actual charter
	• Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project	
	• Review and make decisions on project change orders	
	• Review and approve significant project recommendations (e.g., recommended vendor solution)	
	• Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants)	
Project Selection Committee	• Conduct scoring of finalist vendor solutions	Sample – Staff will be identified in actual charter
	• Recommend preferred vendor solution	
	• Develop proposed vendor selection criteria and weightings	
	• Review and approve release of the ERP RFP documents	
	• Review and provide feedback on vendor proposals	
Project Selection Committee	• Participate in vendor proposal analysis meeting to determine and recommend finalist vendors	

- Perform virtual project status meetings with the PMO members periodically to discuss status updates and coordinate project activities. An agenda will be supplied for all meetings.
- Before our interviews, we will send the City a questionnaire for each area to complete. This will allow us to focus our interviews to better understand current processes and systems being used.
- Perform a kickoff meeting with the key project stakeholders, before the first interview.
- Perform virtual interviews (up to 4 days) with key City stakeholders. The purpose of the interviews will be to clarify any outstanding questions from the documents reviewed, as well as discussing major strengths and shortcomings of the system while reviewing processes and/or other concerns. We anticipate these will be a mix of process-owner focused (e.g. Accounts Receivable process owners) as well as departmental interviews with City departments.
- Develop and maintain a monthly Status Report to document a high-level summary of each area which includes:
 - Modules and interfaces based on each area (Financial, HR/Payroll, etc.)
 - Status of each module
 - Significant risks by area
 - Significant issues by area
 - Major tasks completed by area
 - Key outstanding items by area
 - Others items as needed

See sample below:

City of Sample MUNIS Implementation Project Status Report

Period Through MM/DD/YY



Key Project Contacts

City of Sample Project Team

Project Management Team/ Sponsor
Project Management Team/Sponsor
Project Management Team
Project Management Team

Senior Account Executive
Account Representative
WO/Fleet/Inventory Project Manager
WO/Fleet/Inventory Consultant
Finance Project Manager
CAFR & SSRS Project Manager

Plante Moran Project Team

Project Director
Project Manager
Project Consultant

Project Dashboard

Financial Phase	Status	Work Order/Fleet/Inventory Phase	Status	HR Phase	Status
CAFR Statement Builder	▼	Work Orders	●	Employee Self-Service	▼
Grants & Project Accounting	●	Fleet	●		
Treasury Mgmt	▼	Inventory	●		
Employee Expense	●	Fuel Master Interface	●		
SSRS	▼	311 System (now TIM)	●		

- Fully Implemented
- ▼ Currently working to complete implementation
- Decided not to implement

Financial Phase

Tasks Completed

- Went onsite February 23-25 and met with the Finance team members to discuss the status of the financial modules in scope
- Documented issues and action items
- Had multiple meetings with Tyler Project Managers and the City
- Coordinated training that was needed and upgrades
- Treasury Management – Bank Reconciliation**
 - Received file layouts from Tyler for JP Morgan so that the Bank Reconciliation Process can be automated
 - City sent the file layouts to the Bank

- Maintain a list of issues and action items that the City can continue to use after the engagement is completed. A sample of this working document is below:

Core Financials								
#	Process Area	Issue	Opportunity / Recommendation	Category	Timing	Priority	Assigned To	Status
1	Bank Reconciliation	Manual processes currently exist to post investment and other transactions that take place through the financial institution (e.g., wire transfers), because an automated interface is not setup with the financial institution.	Using bank reconciliation functionality in an ERP system can automate many steps for posting financial institution transactions and preparing bank reconciliations. Consider purchasing bank reconciliation functionality offered by ERP system vendors and ensuring that transactions are automated with the ERP system.	Process / Technology	Selection	H	John Smith	Open
2	Budgeting	The activity and fee information available within HTE is not useful for determining the impact of changes to fees. As a result, budget analyses are performed in Excel. Further, the City may need to review its cash receipting codes to ensure that staff do not have access to codes that should be inactivated, for example.	A newer ERP system may have easier access to activity levels and functionality for what-if analyses related to changes in fees. The City can determine the cash receipting codes that it needs, in order to best utilize financial analysis tools. Evaluate ERP system functionality for what-if analyses related to fees, and determine those cash receipting codes that are needed going forward.	Process / Technology	Selection	M	Mary Kay	Open
3	Cash Receipting	The City's process for its System Development Charges is manual. For these charges, amounts collected are owed to developers, based on geographic areas that are tracked within GIS.	Automating the process for System Development Charges can enable staff to focus on other City processes. Determine ERP systems' capabilities for automating the City's System Development Charges.	Process / Technology	Selection	L	John Smith	Open
4	Purchasing	The current system does not provide functionality to prevent potential duplicate vendors at creation or wildcard search abilities to find vendors.	New ERP systems provide improved functionality supporting the management of the City's vendor file. Identify a system during the selection process that provides robust tools to manage the vendor file.	Technology	Selection	H	Mary Kay	Open

- Work with City staff to interact with the correct Tyler contacts, as appropriate.
- Work with the City's Tyler Technologies Account Manager, as well as senior Tyler staff as necessary, to improve customer interaction.
- Develop a Draft Implementation Optimization Plan with recommendations for the City to consider for improving their ERP experience. The plan will include:
 - Executive summary
 - Current state findings (key findings and key issues and opportunities)
 - Recommendation for moving forward
 - Appendices
 - Training Plan
 - Support Escalation Process
 - Tyler quotes for services recommended
 - Others as needed

Facilitate a meeting with Project Sponsor/Manager and/or Project Steering Committee to review and finalize the Implementation Optimization Plan.

Fee Schedule

No	Task	Cost
1	Project Planning and Management Activities	\$13,630
2	Assessment Activities	\$31,900
3	Deliverables from Assessment	\$24,650
4	Travel Expense	As Incurred
Total cost		NTE \$70,180 + travel costs

The fee schedule summary above is subject to the Fee Assumptions below.

Fee assumptions

Plante Moran's fees for the engagement described in the project approach section are based upon the assumptions listed below. Should these assumptions change, we would adjust our professional fees accordingly, in consultation with the City.

Project Resources and Governance

1. The professional services fees are predicated on the division of roles and responsibilities between the City and Plante Moran staff.
2. Client executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
3. Project risks are immediately documented with proactive mitigation strategies.
4. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
5. The City staff are available for interviews as scheduled by Plante Moran and the City's project manager.
6. Project status meetings will be conducted remotely bi-weekly with the City's project manager.
7. Project decisions will be made by the City in a timely manner so as not to delay the adopted, project plan and schedule.

Project Plan and Schedule

8. Project activities will be initiated within 60 days of the date of this proposal.
9. Four days will be allocated to the kickoff and stakeholder interviews.
10. The current processes will be discussed and reviewed to determine if the solution is meeting the City's needs, but the current workplan does not have mapping the current and/or future processes included in the cost proposal. This would be additional, if desired.
11. All project activities will progress according to the final accepted, project plan and schedule, unless both parties mutually approve changes.

Service Delivery

12. There will be a single draft-to-final process for each deliverable.
13. The City will have ten working days or other number of days as mutually agreed upon in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
14. The fees are a Not To Exceed (NTE) amount, and will be billed as incurred. We anticipate billing the City on a monthly basis for services rendered in the prior month. Hours identified according to the activities listed can be reallocated to different phases to meet the needs of the project in consultation with Plante Moran to provide greater flexibility at the City's option.
15. Plante Moran can deliver all services for all engagement phases in a combination of onsite and remote work. Plante Moran will work with the City on which tasks they desire to have onsite. Should any travel be agreed upon by Plante Moran' and the City project managers, travel fees and expenses will be invoiced to the City based on actual cost without markup. These additional travel costs will be over and above the fees/amounts listed in our professional services fee proposal.