

**CITY OF SANTA FE AMENDMENT No. 5 TO
PROFESSIONAL SERVICES AGREEMENT
ITEM#16-1097**

AMENDMENT No. 5 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 9, 2016 (the "Agreement"), between the City of Santa Fe (the "City") and BerryDunn McNeil & Parker, LLC. (the Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 18 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1 of the Agreement is amended to provide additional services, so that Article 1, paragraphs O through Q read as follows:

O. Provide Organizational Change Management (OCM) services including regularly and actively advising the City throughout the Tyler Munis implementation phases.

P. Provide Organization Change Management planning documents to include reviewing the updates to the Project Plan based upon a review of tasks and activities in the City developed Change Management Plan and discussions with City staff.

Q. Provide the Organization Change Management Assessment as part of the planned Go-Live Readiness Assessment for the Tyler Munis implementation phases. This will include assessing the relative OCM status among stakeholders for each phase and documenting feedback and recommendations in the related Go-Live Readiness Assessment.

2. COMPENSATION.

Article 3, paragraph A of the Agreement is amended to increase the amount of compensation by a total of forty-three thousand, six hundred eighty dollars (\$43,680) exclusive of applicable gross receipts tax, so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit "A," "C," "D," "E," and "F". This is a firm, fixed cost, deliverable based agreement and invoices submitted by the Contractor will only be paid when the entire deliverable is complete, received and accepted by the City, with the exception of D03, D13, D23 and D29 unless otherwise authorized by the Contract Manager, Acceptance criteria are prescribed in Exhibit "A," "C," "D," "E," and "F". The total project costs, including labor, and other direct costs, excluding travel expenses, is attached hereto, a sum not to exceed one million two hundred and four thousand seventy five dollars (\$1,204,075), exclusive of applicable gross receipts taxes.

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by six thousand dollars (\$6,000), so that Article 3, paragraph B reads as follows:

B. The City shall pay all actual and direct travel expenses associated with Contractor's completion of services prescribed in Exhibit "A," "C," "D," "E," and "F". Travel expense are estimated at one hundred twelve thousand and six hundred forty dollars (\$112,640) and will be invoiced monthly as incurred. The Contractor will make all reasonable efforts to reduce travel expenses without impacting the completion of services. Receipts for travel expenses will be provided to the City.

3. TERM:

Article 5 of the Agreement is hereby amended to read in its entirety as follows:

This Agreement shall be effective when signed by the City and shall terminate on June 30, 2019, unless terminated sooner pursuant to Paragraph 6, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

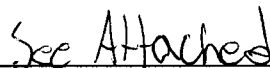
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

BerryDunn McNeil & Parker, LLC.


BRIAN K. SNYDER, CITY MANAGER

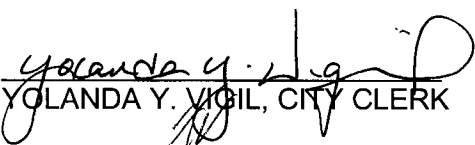

CHAD SNOW, PRINCIPAL

DATE: 12/22/2017

DATE: _____

CRS# 03-323100-00-1
City of Santa Fe Business
Registration # 16-00132774

ATTEST:


YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 12/18
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 12-20-17
ADAM JOHNSON,
FINANCE DIRECTOR

32139.510340
Business Unit Line Item

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CITY OF SANTA FE:

CONTRACTOR:

BerryDunn McNeil & Parker, LLC.


BRIAN K. SNYDER, CITY MANAGER


CHAD SNOW, PRINCIPAL

DATE: 12/27/2017

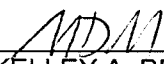
DATE: 1/18/2018

CRS# 03-323100-00-1
City of Santa Fe Business
Registration # 16-00132774

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:


ADAM JOHNSON,
FINANCE DIRECTOR

32139.510340
Business Unit Line Item

Exhibit F Statement of Work for Organizational Change Management Services for Phase 1 and Phase 2 of the ERP MUNIS

No.	Deliverable	Acceptance Criteria	Hours	Rate	Total
Project Management					
D29	Ongoing Organizational Change Management	BerryDunn will invoice the City monthly for all project hours expended as-incurred not related to a discrete deliverable. Acceptance will be non-dispute of the hours recorded.	144	\$195	\$28,080
D30	Organizational Change Management Preparation				
D30a	Review of Munis Phase 1 OCM Planning Documents	Feedback on Munis Phase 1 OCM Planning Documents provided to the City.	32	\$195	\$6,240
D30b	Review of Munis Phase 2 OCM Planning Documents	Feedback on Munis Phase 2 OCM Planning Documents provided to the City.	32	\$195	\$6,240
D31	Organizational Change Management Assessments				
D31a	Munis Phase 1 OCM Assessment	Munis Phase 1 OCM Assessment accepted by the City.	8	\$195	\$1,560
D31b	Munis Phase 2 OCM Assessment	Munis Phase 2 OCM Assessment accepted by the City.	8	\$195	\$1,560
Sub-total			224	\$195	\$43,680
	Estimated Travel Expenses	Actual expenses billed as incurred.	<i>estimated</i>		\$6,000
Project Grand Total				-	\$49,680