

SOUTH SAN FRANCISCO SERVICES AGREEMENT

This Services Agreement (this “**Agreement**”) is made and entered into between the City of South San Francisco, a municipal corporation (“**City**”) and Plante & Moran, PLLC (“**Consultant**”) effective as of July 28, 2025 (the “**Effective Date**”). City and Consultant are hereinafter collectively referred to as (the “**Parties**”). In consideration of their mutual covenants, the Parties hereby agree as follows:

1. Scope of Services. Consultant shall provide the following services and/or materials (“the Work”): Provide Project and Change Management Services for the Enterprise Resource Planning (ERP) project, as more specifically described in the Scope of Services, attached hereto as Exhibit A. The Work shall commence on July 28, 2025, and shall be completed to the satisfaction of the City by June 30, 2027 unless such date is extended or otherwise modified by the City in writing. In the event of a conflict or inconsistency between the text of the main body of this Agreement and Exhibit A, the text of the main body of this Agreement shall prevail.

2. Payment. City shall pay Consultant an amount not to exceed: Two Hundred Ninety-Eight Thousand Six Hundred Twenty Dollars (\$298,620.00) for the full and satisfactory completion of the Work in accordance with the terms and conditions of this Agreement. The calculation of payment for the Work shall be set forth as follows: Plante Moran will invoice the City on a monthly basis for services rendered in the prior month. The amount stated above is the entire compensation payable to Consultant for the Work performed hereunder, including all labor, materials, tools and equipment furnished by Consultant.

City shall make payments, based on invoices received, for Work satisfactorily performed. City shall have thirty (30) days from the receipt of an invoice to pay Consultant.

3. Independent Contractor. It is understood and agreed that this Agreement is not a contract of employment and does not create an employer-employee relationship between the City and Consultant. At all times Consultant shall be an independent contractor and City shall not control the manner of Consultant accomplishing the Work. Consultant is not authorized to bind the City to any contracts or other obligations without the express written consent of the City.

4. Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend (with counsel acceptable to the City), and hold harmless the City and its elected and appointed officers, officials, employees, agents, contractors and consultants (collectively, the “City Indemnitees”) from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorneys’ fees and costs of litigation) (collectively, “Liability”), in each case to the extent arising out of or in connection with Consultant’s negligence or willful misconduct in Consultant’s performance of, or its failure to comply with, obligations under this Agreement, except such Liability caused by the negligence or willful misconduct of the City Indemnitees.

5. Insurance. Prior to beginning the Work and continuing throughout the term of this Agreement, Consultant (and any subcontractors) shall, at Consultant’s (or subcontractor’s) sole cost and expense, furnish the City with certificates of insurance evidencing that Consultant has obtained and maintains insurance in the following amounts:

A. Workers’ Compensation that satisfies the minimum statutory limits.

B. Commercial General Liability and Property Damage Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, TWO MILLION DOLLARS (\$2,000,000) annual aggregate, for bodily injury, property damage, products, completed operations and contractual liability coverage (subject to policy exclusions and

limitations). The policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the Consultant, its personnel, agents or subcontractors.

C. Automobile insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury and property damage including coverage for hired and non-owned vehicles.

D. Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

All insurance policies except the professional liability insurance shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds with any City insurance shall be secondary and in excess to Consultant's insurance. If the Consultant's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability. Additionally, the certificates of insurance must note whether the policy does or does not include any self-insured retention and also must disclose the deductible. The certificates shall contain a statement of obligation on the part of the carrier to notify City of any material change, cancellation, termination or non-renewal of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation, termination or non-renewal. The City's Risk Manager may waive or modify any of the insurance requirements of this section.

6. Compliance with all Applicable Laws; Nondiscrimination. Consultant shall comply with all applicable local, state and federal laws, regulations and ordinances in the performance of this Agreement. Consultant shall not discriminate in the provision of service or in the employment of persons engaged in the performance of this Agreement on account of race, color, national origin, ancestry, religion, gender, marital status, sexual orientation, age, physical or mental disability in violation of any applicable local, state or federal laws or regulations.

7. Termination. City may terminate or suspend this Agreement at any time and without cause upon written notification to Consultant. Upon receipt of notice of termination or suspension, Consultant shall immediately stop all work in progress under this Agreement. The City's right of termination shall be in addition to all other remedies available under law to the City.

8. Prevailing Wage. Where applicable, the wages to be paid for a day's work to all classes of laborers, workmen, or mechanics on the work contemplated by this Agreement, shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where the work hereby contemplates to be performed as determined by the Director of Industrial Relations pursuant to the Director's authority under Labor Code Section 1770, *et seq.* Each laborer, worker or mechanic employed by Consultant or by any subcontractor shall receive the wages herein provided for. The Consultant shall pay two hundred dollars (\$200), or whatever amount may be set by Labor Code Section 1775, as may be amended, per day penalty for each worker paid less than prevailing rate of per diem wages. The difference between the prevailing rate of per diem wages and the wage paid to each worker shall be paid by the Consultant to each worker.

An error on the part of an awarding body does not relieve the Consultant from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775. The

City will not recognize any claim for additional compensation because of the payment by the Consultant for any wage rate in excess of prevailing wage rate set forth. The possibility of wage increases is one of the elements to be considered by the Consultant.

(A) Posting of Schedule of Prevailing Wage Rates and Deductions. If the schedule of prevailing wage rates is not attached hereto pursuant to Labor Code Section 1773.2, the Consultant shall post at appropriate conspicuous points at the site of the project a schedule showing all determined prevailing wage rates for the various classes of laborers and mechanics to be engaged in work on the project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

(B) Payroll Records. Each Consultant and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant in connection with the public work. Such records shall be certified and submitted weekly as required by Labor Code Section 1776.

9. Payment of Taxes; Tax Withholding. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. To be exempt from tax withholding, Consultant must provide City with a valid California Franchise Tax Board form 590 ("Form 590"), as may be amended and such Form 590 shall be attached hereto. Unless Consultant provides City with a valid Form 590 or other valid, written evidence of an exemption or waiver from withholding, City may withhold California taxes from payments to Consultant as required by law. Consultant shall obtain, and maintain on file for three (3) years after the termination of this Agreement, Form 590s (or other written evidence of exemptions or waivers) from all subcontractors. Consultant accepts sole responsibility for withholding taxes from any non-California resident subcontractor and shall submit written documentation of compliance with Consultant's withholding duty to City upon request.

10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

11. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. This Agreement may be modified or amended only by a subsequent written agreement signed by both Parties.

12. Non-Liability of Officials, Employees and Agents. No officer, official, employee or agent of City shall be personally liable to Consultant in the event of any default or breach by City or for any amount which may become due to Consultant pursuant to this Agreement.

13. Prevailing Party. In the event that either party to this Agreement commences any legal action or proceeding (including but not limited to arbitration) to interpret the terms of this Agreement, the prevailing party in such a proceeding shall be entitled to recover its reasonable attorney's fees associated with that legal action or proceeding.

14. Notice. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service

(e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

Plante & Moran, PLLC
3000 Town Center, Suite 100
Southfield, MI 48075

City:

City Clerk
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

15. Execution in Counterpart. This Agreement may be executed in counterparts and/or by facsimile or other electronic means, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterpart, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

16. Assignment, Governing Law. The Consultant may not assign any of Consultant's obligations under this Agreement without the City's prior written approval. This Agreement is governed by California law. The jurisdiction for any litigation arising from this Agreement shall be in the state of California, and shall be venued in the County of San Mateo.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

CITY:

CONSULTANT:

By: _____
Sharon Ranals, City Manager

By: _____

Print Name: _____

Title: _____

APPROVED AS TO FORM:

Company: _____

Date: _____

City Attorney

2729961.1

EXHIBIT A



June 27, 2025

Count on us.

CITY OF SOUTH SAN FRANCISCO, CA
Implementation Services Proposal

June 27, 2025

Mr. Tony Barrera, IT Director
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

Dear Tony,

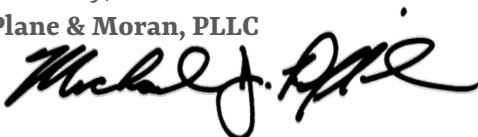
Thank you for the opportunity to advise the City team through its ERP selection project. In response to our discussion regarding implementation assistance, we understand that the City of South San Francisco is interested in exploring additional services from Plante Moran during the upcoming implementation. Plante Moran's government consulting team offers a wealth of experience providing implementation assistance for similar government organizations implementing Workday and Teller software. Some key benefits of continuing to work with the Plante Moran team include:

- **Understanding of the City's needs.** Members of the proposed team have been deeply involved with the City's ERP selection project from the start. This allowed our team to *foster a relationship* with City staff and develop an understanding of the City's processes which will set the stage for a successful implementation and reduced duplicated efforts.
- **Recent client implementation experience.** Plante Moran's *30+ implementations* in the last 4 years position our team to leverage key lessons learned and share them with your team, including some *recent and local Workday implementations* at the City of Concord, CA and City of Petaluma CA.
- **Deep understanding of the public sector.** After serving public sector clients for more than 75 years, we've become specialized in their specific cultural, functional, and structural needs. We've helped more than *500 public sector clients* of all sizes and complexities with various ERP projects, and we'll bring that experience to drive successful outcomes for the City.
- **Understanding of best practices.** Plante Moran has developed a strong understanding of best practices on over *30 years of enterprise system experience* with governmental clients. We bring a breadth and depth of experience supporting implementations and enabling our clients to optimize core business processes in a new ERP system.

Below is a summary of our proposed approach and the detailed tasks. Our proposal further describes our implementation approach, proposed engagement team, and fee summary. We look forward to the opportunity to work further with you and the City of South San Francisco. We would be happy to update the scope based on feedback from the City. We appreciate the opportunity to provide these services to the City. Please reach out to myself, Brian Pesis, or Nina Rajcevic with any questions.

Sincerely,

Plante & Moran, PLLC



Mike Riffel, Engagement Partner | 312-602-3539 | mike.riffel@plantemoran.com

Executive summary

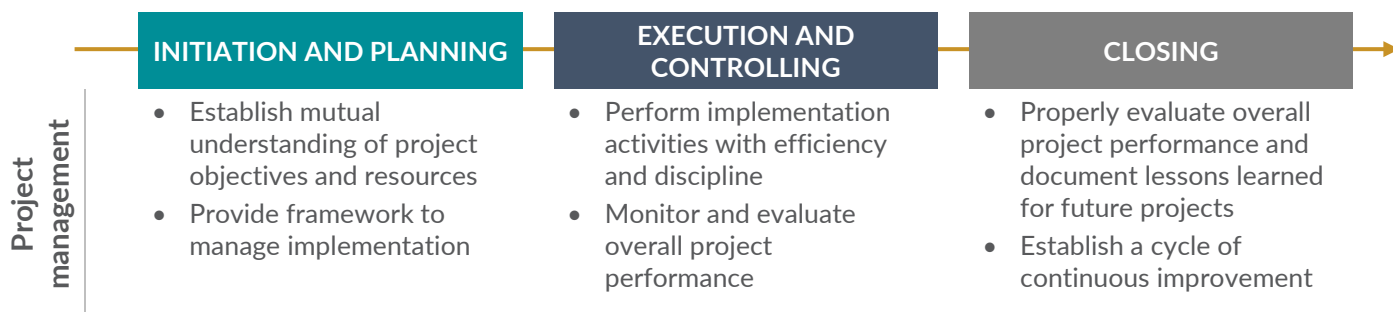
We understand the City would like assistance from Plante Moran to drive success and minimize risks associated with the ERP implementation project. We are proposing a comprehensive level of effort for the implementation that includes a suite of services including project management and subject matter expertise. Plante Moran would serve in a co-project manager role with the City's Project Manager to assist with the implementation of the selected ERP solution (Workday with Teller). Our proposed team will also mentor the City's Project Manager on previously identified requirements as required, implementation lessons learned, best practices, and key considerations.

Plante Moran proposes the creation of a project management office (PMO), with sponsorship, governance and critical decision making by the City and support from City staff, Workday, Strada (formerly known as Alight), Teller, and others as needed, to direct all project management activities and oversee the completion of implementation objectives in each of the project phases. Plante Moran will be an integral part of the PMO and will advise the City on decision making, budget, approach, scope, risks, resourcing, and other project related matters. Our services include a deep bench of team resources that will be pulled into the project as necessary, including the following activities that are outlined in more detail on the following pages:

- **Project management:** During implementation, we will assist the City with a variety of project management assistance, including but not limited to: leading project management meetings, monitoring project timeline and budget, providing input in implementation sessions, monitoring tasks, issues, and action items, reporting to the project steering committee, ensuring vendor contract compliance, reviewing deliverables, reviewing change orders, and other tasks that arise during the implementation. During an implementation, there are other tasks where we can provide assistance based on the City's specific needs, such as managing the testing process, supporting data conversion, and other needs as identified during the project.
- **Subject matter expertise:** As necessary, Plante Moran can bring in resources as needed to assist with topics that arise during implementation that require a deeper dive. This includes, but is not limited to, process and policy documentation (in Finance, Human Resources, and Payroll), chart of accounts guidance, internal controls, cybersecurity, and technical guidance. The City will work with Plante Moran's project manager to include these resources upon request during the appropriate implementation sessions and follow-up to ensure that the system is configured to suit best practices.
- **Organizational change management:** All of the ERP projects we are involved with include some element of formal or informal change management activities. These activities are more critical with clients who are migrating from technologies and processes that date back several years or have a more change-resistant organizational culture. We recognize that these changes come with many challenges and are crucial to the success of a project. Therefore, we embed formal and informal change management activities within our project methodology to manage change effectively throughout the duration of the project.

Project Management Services

During the implementation, we will provide project management guidance and support. The following summary activities are examples of the types of project management services Plante Moran team can provide the City during the various phases of an implementation. We will follow the project management principles below:



Project Initiation and Implementation Planning

As part of the initiation and planning phase of an implementation project, there are a number of project activities that will be performed to ensure that a solid foundation for moving forward has been established.

We would work with the City and the solution providers (Strada, Workday, and Teller) during the initiation and planning phase on the following activities:

- Meet with the City and vendors for start-up activities.
- Define roles and responsibilities for all stakeholders.
- Conduct a project alignment session with City staff.
- Present implementation lessons learned to the City team.
- Facilitate a risk management session with City staff and vendors.
- Participate in readiness sessions conducted by the vendors.
- Develop and implement tools for managing the project.
- Develop and implement appropriate tools for managing the project based on the unique needs of the City, such as:
 - Project charter, including project governance structure and roles and responsibilities
 - Project management plan, including risk and issue management
 - Project implementation plan and schedule
 - Staffing plan
 - Budget tracking tool

Project Execution and Controlling

Upon completion of the initiation and planning stages of each phase, the project will migrate to an execution and controlling phase in which the project tasks defined during the planning stage will be performed. In essence, this phase of the project is where most activities and time will be spent managing and controlling the project. During the implementation, we can support the following activities:

- Participate in implementation sessions conducted by the vendors, providing input on best practices, potential risks, and other considerations.
- Provide business process support to City staff throughout the project including:
 - Input on public sector best practices
 - Participation in ongoing workstream meetings
 - Tracking of specific action items and decisions
 - Identifications of potential risks
 - Support with testing (as desired)
 - Feedback on implications of configuration decisions (as possible)
- Act as a member of the functional team providing team oversight, participating in ongoing workstream meetings, and ensuring that existing business processes are challenged during implementing the following complex modules:
 - Accounts Payable
 - Benefits
 - Chart of Accounts
 - Payroll
 - Additional areas as time allows
- Participate or lead project management & steering committee meetings.
- Provide written project status summaries to the project team, Steering Committee, and sponsor.
- Work with vendors to manage the project scope and schedule.
- Maintain and report on project risks, issues, action items, and decisions.
- Help the City coordinate project resources.
- Monitor and evaluation of overall project performance.
- Monitor project timeline progress as updated by vendors.
- Escalate issues both internally and externally to vendors.
- Monitor compliance with the negotiated contract and statement of work.
- Provide subject matter expertise in addition to workstream involvement as needed, such as:
 - Policy and procedure input
 - Internal controls and risk management
 - Infrastructure and technical guidance
 - Data conversion and governance

Project Closing and Post Implementation Support

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an on-going operational state of the system. During the project closing phase, we will help with the following activities:

- Identify open post-implementation punch-list items requiring resolution.
- Define post go-live support roles and responsibilities.
- Develop a transition plan and approach to City staff.
- Document ongoing support procedures.

- Determine who will be monitoring error logs for the system regularly.
- Finalize ongoing support and system governance structure.
- Conduct a post-implementation debrief and document lessons learned.

Organizational Change Management Services

New technologies introduce processes and workflows that will challenge the environment in place today — a culture with inefficient processes and workflows driven by outdated technology. Organizational Change Management (OCM) applies tools designed to assess, manage, and reinforce the impacts of replacing systems, redesign processes and prepare the workforce for the new systems.

As we conduct work on any process, staff will become aware of potential changes. Therefore, Plante Moran treats OCM as a program operating inside the project, keeping a pulse on capacity for staff to accept change, with a goal of preparing staff for the new knowledge, skills and abilities required to adopt new systems and be successful in their career with the City. This begins with involving key staff from different areas of the City and including input from all levels of the organization, from frontline staff to leaders and sponsors.

1. Communication Planning

Project team activities can be all-consuming, and easily make it seem as though everyone is “in the know”. However, that’s rarely the case for the rest of the organization, who may be experiencing fear, uncertainty and doubt that can often accompany change-related announcements.

To include as many people as possible during the journey through change, we recommend creating a targeted communications plan that include:

- Impacted audiences
- Desired communication outcomes
- Key message phrases
- Intended delivered medium/channel
- Frequency of communication
- Approvers
- Creators

While Strada will be preparing the initial Communication Plan, additional support is usually needed in terms of supporting live events, specific messages to managers/leaders versus frontline staff, and potentially external audiences. Plante Moran will support the creation and delivery of such messages and can serve as an initial reviewer of Strada-provided messaging.

2. Training Planning

While your ERP vendor will likely include some version of training as part of your implementation, the material provided can vary as well as the range of potential services included in their training. In our experience, the most effective training comes from within the organization and is led by a combination of internal Subject Matter Experts (SMEs) and vendor representatives.

Plante Moran’s Change Management Team can support the City with the following additional activities:

- Creating customized, step-by-step documentation for the City to use after go-live
- Recording accompanying videos in a designated Training environment (as opposed to Production)
- Training the City's trainers in a Facilitation Workshop to prepare them to more effectively lead in-person sessions
- Providing key points for the City to consider when determining training metrics

Ideally, the Training Committee (made up of Change Champions) will create the Training Plan and coordinate the logistics around scheduling space for sessions, working with the project's Core Team to ensure the correct participants are invited and that they receive adequate training for their role.

3. Champion Network Facilitation

Based on our experience with similar-sized organizations during implementations, we firmly believe that "change is an inside job." When leaders inside the City (whether formal leaders in title or others who are recognized as leaders) act as spokespeople for the project, their colleagues begin to look to them as sources of information about what is actually happening during the implementation.

Change Champions are just as useful to the Project Team as they are to staff and can often be an effective sounding board for socializing proposed changes in a protected environment prior to sharing them with staff at large.

Change Champion groups typically include:

- 1-2 internal Change Co-Lead(s)
- Monthly Champion meetings
- Communications Committee
- Training Committee

Each Committee is composed of Champions who are drawn to a either topic and is usually headed by one or two designated leaders determined by the group. The Committees report out on their activities during the monthly Champion meetings; when they meet, they are working on establishing the Communications and Training Plans and executing on them during the implementation.

Internal Change Co-Lead(s) represent the Champions during Steering Committee meetings as well as project Core Team meetings and provide an update on the current phase of the project during their own monthly meetings. They effectively sit "between the people and the product" and are expected to keep in touch with how staff are feeling leading up to go-live.

Organizational Change Management activities and responsibilities

Our consultants have developed a proven methodology and tools to mitigate risk and position the City for success. Our proposed methodology for supporting the City during its implementation project includes the following key phases:























Activities and deliverables		Project Team**	Plante Moran
	LEGEND:	P = Primary	S = Secondary
1	Support City in delivering the communication plan*	S	P
3	Review proposed communications	S	P
4	Supplement communication efforts as needed	S	P
5	Support City in delivering the training plan*	S	P
7	Review proposed training	S	P
8	Support development of end-user training materials (videos/documentation)	S	P
9	Provide staff to establish a Change Ambassador Network (CAN)	P	S
10	Create Change Ambassador Charter	S	P
11	Review and approve Change Ambassador Charter	P	S
12	Create monthly Change Ambassador meeting agendas	S	P
13	Review and approve monthly Change Ambassador meeting agendas	P	S
14	Support client OCM Lead in facilitating monthly CAN meetings	--	P
15	Provide support/coaching to CAN members between meetings	--	P
16	Provide additional change-related workshops and/or facilitated conversations as needed	--	P

*Denotes Strada-proposed activity

**Denotes the City's Project Team

Implementation activities and responsibilities

There are various activities during an implementation where the City may require additional support from a project management and subject matter expertise perspective. The table below shows a sample level of effort the City could expect for the varying levels of implementation support and can be adjusted upon further discussion with the City. At the start of the implementation, we will review our level of involvement in more detail against Strada proposed activities per the project schedule to further refine

Activity	.35 FTE	.6 FTE	.8 FTE
Project management meetings and coordination			
Steering committee meetings and preparation			
Functional workstreams	 		
Testing			
Vendor deliverable review			
Contract compliance			
Legend	 Status tracking	 Partial participation	 Full participation

Project team

The following table lists the key personnel for this project and a description of the role each will serve. Availability assumes a project start date of July 28, 2025. Other staff may be assigned as needed.

Project Staff	Project Role
Mike Riffel Partner	Project Engagement Partner Mike has overall responsibility for ensuring that all project tasks throughout the entire project are completed within schedule and budget. He also will ensure that all project deliverables meet the required quality standards and be available for executive level discussions as needed.
Brian Pesis Senior Manager	Project Director Brian will provide oversight of the project as a whole. His experience assisting clients with ERP implementations (including Workday and Teller) paired with his experience working with the City of South San Francisco will allow him to ensure the implementation progresses smoothly. Brian will regularly participate in Executive Steering Committee meetings.
Nina Rajcevic Manager	Project Manager Nina will collaborate with the City's Project Manager to facilitate execution of the project workplan and schedule, while managing the Plante Moran project team. Her experience working with the City of South San Francisco will allow her to better manage the project implementation workplan, day-to-day project activities and status meetings, and development of project deliverables.
Danielle DeLonge Senior Manager	Change Management Lead Danielle leads the Organizational Change Management practice at Plante Moran and will lead the change management efforts on the implementation. She will help the City navigate their technology transformation by taking a human-centered approach that empowers leaders and accelerates outcomes.
Additional Consultants	Based on the unique needs the City identifies throughout the life of the project and specific subject areas where expertise is required, we will identify and utilize additional consultants on this project as necessary to support the City.

Project fees

As described above, we are pleased to offer the City a project approach will provide for a project management and subject matter expert presence throughout the entire course of the project. For this approach, Plante Moran proposes the not-to-exceed fee schedule for the proposed scope of services as detailed below. The estimated implementation duration is twenty-one (21) months. Services can begin prior to the implementation start date if desired. The fees below represent an initial estimate based on our understanding of the City's needs. Our fees can be refined upon further discussions with the City.

Project activities (monthly breakdown below)	Total fees
Project Management and Subject Matter Expertise	\$251,320.00
Organizational Change Management Services	\$33,550.00
Travel (5 trips at \$2,750 per trip)	\$13,750.00
Total	\$298,620.00

Monthly Support Table

Month	PM Hours	PM Cost	OCM Hours	OCM Cost	Monthly Cost
1	40	\$12,200.00	0.0	\$0.00	\$12,200.00
2	60	\$18,300.00	0.0	\$0.00	\$18,300.00
3	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
4	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
5	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
6	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
7	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
8	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
9	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
10	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
11	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
12	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
13	60	\$18,300.00	10.0	\$3,050.00	\$21,350.00
14	8	\$2,440.00	0.0	\$0.00	\$2,440.00
15	8	\$2,440.00	0.0	\$0.00	\$2,440.00
16	8	\$2,440.00	0.0	\$0.00	\$2,440.00
17	8	\$2,440.00	0.0	\$0.00	\$2,440.00
18	8	\$2,440.00	0.0	\$0.00	\$2,440.00
19	8	\$2,440.00	0.0	\$0.00	\$2,440.00
20	8	\$2,440.00	0.0	\$0.00	\$2,440.00
21	8	\$2,440.00	0.0	\$0.00	\$2,440.00

Project Fee Assumptions

Our project fees are based on the following assumptions. Should these assumptions change, we would adjust our professional fees accordingly in consultation with the City.

Project Resources and Governance

1. The City will assign a project manager that will work directly with Plante Moran staff.
2. Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
3. The City maintains an active Executive Steering Committee that meets throughout the project on a recurring basis.
4. City subject matter experts are available for scheduled implementation activities and complete their assigned activities on a timely basis.
5. Stakeholders scheduled to attend meetings are present and ready to fully participate.
6. A project management or governance structure is developed with the City's core team meeting on a regular basis to discuss project issues and manage change requests so their impact on schedule, resource commitments, costs, and quality can be determined.
7. Decisions are made among the appropriate City staff in a timely manner.
8. City staff are open to considering business process changes and are willing to share their experiences surrounding current process challenges and desires for the future state processes in addition to those presented by Plante Moran for consideration.

Service Delivery

9. Plante Moran will deliver all services for all engagement phases in a hybrid manner, with key project activities performed on-site and the remainder performed remotely.
10. Travel will be billed to the City at an all-inclusive rate of \$2,750 per person per multi-day trip. For a one-day trip, travel will be billed at an all-inclusive rate of \$2,000 per person.
11. All onsite work activity will be confirmed at least two weeks prior to the agreed upon travel date; any travel change costs incurred after such date will be expensed to the City at actual cost. This additional cost will be over and above the not-to-exceed fee amount.
12. The level of effort proposed assumes that Plante Moran staff are invited to implementation meetings and sessions with at least two weeks notice. Meetings scheduled with less notice may result in availability conflicts, although Plante Moran will make reasonable efforts to join.
13. Full-time equivalent (FTE) assumes a 52-week year and 40 hours per week.

Compensation

14. We anticipate billing the City on a monthly basis for services rendered in the prior month.
15. In order to provide consistent staffing, Plante Moran will bill the City for:
 - a. Implementation assistance monthly at a minimum of 2/3 (66.66%) of the monthly level of service as defined in the *Monthly Support Table* above, up to the anticipated monthly level of effort.

- b. Organizational change management assistance monthly at a minimum of 2/3 (66.66%) of the monthly level of service as defined in the *Monthly Support Table* above, up to the anticipated monthly level of effort.
 - c. Monthly minimum hours calculations will be rounded to the nearest whole hour.
- 16. If the City wishes to adjust the level of implementation assistance for a given area (e.g. 40 hours to 60 hours or vice-versa), the City shall provide Plante Moran 30 calendar days notice and the new level of effort must be mutually agreed upon. Plante Moran's hourly rate for planned consulting services during the 21 month planned timeline is \$305/hour.
- 17. The City can discontinue these services at any time, with at least 30 calendar days notice. If the City provides written notice of its intent to discontinue with its desired end date to the Project Manager, Project Director, and/or Engagement Partner, Plante Moran will proportionately invoice any remaining months of service and cease providing services as of that date.
- 18. In the event that the City's requested assistance exceeds the defined level of effort, Plante Moran will discuss with the City whether the City would like to take on more of the work or increase the level of effort on a one-time or ongoing basis. Any additional hours during the 21-month implementation will be charged at a rate of \$315/hour after consulting with the City. After this time frame, services will be invoiced at our then-current hourly rates.
- 19. Changes in the project schedule due to a variety of factors (e.g. City availability, vendor delays) will result in the number of months of assistance and/or level of assistance needing to be similarly adjusted.

**We look forward to working with you.
Please contact us with any questions.**



Mike Riffel
Relationship Partner
312-602-3539
mike.riffel@plantemoran.com



Brian Pesis
Project Director
303-846-1260
brian.pesis@plantemoran.com



Nina Rajcevic
Project Manager
312-602-4748
nina.rajcevic@plantemoran.com