

**FIRST AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ___ day of _____, 2022, by and between the City of Merced, a California Charter Municipal Corporation (“City”), and SDI Presence, LLC, a Delaware Limited Liability Company, whose address of record is 200 East Randolph, Suite 3550, Chicago, Illinois 60601, (“Consultant”).

WHEREAS, City is undertaking a project to conduct a full Tyler ERP and EAM implementation and provide full project management services; and,

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services (“Agreement”) dated March 2, 2020; and,

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 22, “ADDITIONAL WORK,” is hereby added to the Agreement to read as follows:

“SECTION 22. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated January 17, 2022, attached hereto as Exhibit “1”.

2. Section 23, “ADDITIONAL COMPENSATION,” is hereby added to the Agreement to read as follows:

“SECTION 23. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Two Hundred Sixteen Thousand Seven Hundred Dollars (\$216,700.00) for the additional work described in the proposal attached hereto as Exhibit “1” and in accordance with the rates set forth on Exhibit “1.”

3. Except as herein amended, the Agreement dated March 2, 2020, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Jim B. Foulant 1-26-22
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
SDI PRESENCE, LLC,
A Delaware Limited Liability Company

BY: Sharee L Wolff
(Signature)

Sharee L Wolff
(Typed Name)

Its: CEO
(Title)

BY: N/A
(Signature)

(Typed Name)

Its:
(Title)

Taxpayer I.D. No. 81-1357524

ADDRESS: 200 E. Randolph Street
Suite 3550
Chicago, IL 60601

TELEPHONE: 312-580-7500

FAX: 312-580-7600

E-MAIL: swolff@sdipresence.com



January 17, 2022

Mr. Jeff Bennyhoff
Director of Information Technology
City of Merced
678 West 18th Street
Merced, CA 95340

RE: IT Organization and Staffing Assessment

Dear Mr. Bennyhoff,

SDI Presence LLC (SDI) is pleased to submit this proposal letter to the City of Merced to provide additional project management services for the City's Tyler Munis implementation. Based on our understanding of the project and the additional request made by the City's Steering Committee, we have developed the following amended scope for your consideration.

Original Project Scope

The City of Merced initially contracted with SDI to provide Project Management Lite Services to support the City's Tyler Munis implementation through the Finance, Socrata, CAFR, EAM and EnerGov phases, specifically excluding support services for Human Capital Management (HCM), Advanced Timeclock, and Utility Billing. To provide these project management lite services, the original contract provided 1,250 hours of service at \$165.00 per hour, with actual expenses estimated at \$45,000.00 for required travel.

During its November 2021 meeting, the City's Steering Committee requested a new proposal to provide full project management services for all phases of the project, and adjusted based on the actual experience implementing the Tyler Munis Financial modules.

Assumptions

SDI's amended project management services proposal is based on the following assumptions:

- The City desires that SDI provide full project management services for two years, assisting with the Tyler ERP and EAM project implementation over that period.
- The City's current schedule for phased implementation has been adjusted to align with the Steering Committee's decision of January 14, 2022 which changed the Finance Go-Live date to September 1, 2022 and the EnerGov implementation start in October 2022.
- Tyler Technologies will provide implementation consulting services on site at the City, normally Tuesday through Thursday.

- SDI's Project Manager will be onsite whenever Tyler Technologies personnel are onsite.
- The City's EAM implementation will start in May 2022, and complete by the end of May 2023.
- The City's EnerGov implementation will start in October 2022, and complete by the end of November 2023.
- The City's HCM implementation will start in March 2023, and complete by the end of January 2024.
- The City's Scheduling implementation will start in January 2024, and complete by the end of July 2024.
- The City's Utility Billing implementation will start in January 2024, and complete by the end of October 2024.

Proposed Project Scope

To support the City's full Tyler ERP and EAM implementations, and to provide full project management services for the HCM, Advanced Timeclock, and Utility Billing phases over a two-year period, SDI estimates that a total of 2,450 hours and \$63,700 for actual travel expenses will be required to fully implement all Tyler ERP and EAM modules detailed above. This will require adding 1,200 hours and \$18,700 for actual travel expenses to the existing SDI contract.

Level of Effort and Pricing

SDI was able to maintain its standard \$175 hourly rate for nearly ten years, but due to increasing inflation and other environmental factors, made the difficult decision to increase our standard rate to \$185 per hour effective December 1, 2021. However, SDI will extend the discounted rate of \$165 per hour to the City of Merced, and will honor this rate through the end of October 2024.

This proposal is valid thru July 19, 2022.

If the City accepts this proposal, additional funding of \$216,700 (\$198,000 for services, and \$18,700 for actual travel expenses) will need to be added to the SDI contract. The amended not to exceed contract amount will be \$467,950. If you have any questions or would like to discuss this proposal further, please call me at (530) 598-4915 or contact me via email at ssanders@sdipresence.com.

Sincerely,



Scott Sanders
Delivery Executive
SDI Presence, LLC