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December 6, 2021

Ms. Gladys Gonzalez, CGCIO
Information Technology Director
8401 NW 53 Terrace
Doral, FL 33166

Re: EnerGov Stabilization Project Management Services

Dear Ms. Gonzalez:

Thank you for the opportunity to provide this engagement letter to provide EnerGov stabilization project management implementation advisory services associated with the City's recent re-implementation of the EnerGov enterprise business applications. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC ("PM") will provide to City of Doral FL ("Client").

Statement of Understanding

On May 26, 2021, the Client engaged Plante Moran to provide EnerGov Stabilization Consulting Services via PO 20211035-00 in response to Plante Moran's proposal letter dated May 20, 2021 attached as Exhibit A. The scope of these initial services has substantially been completed with the following key activities and outcomes:

- Completion of stakeholder interviews to determine post-implementation gaps, remaining implementation services, solution strengths, weaknesses, opportunities, and unfulfilled business needs.
- Review and acceptance of Plante Moran's EnerGov system implementation assessment and roadmap for stabilization services from the Client's leadership team on 7/30/2021 and City Council on 8/10/2021.
- Development of statement of work requirements for Tyler's professional services team to enable the City's achievement of the objectives outlined in the EnerGov Assessment and Plan of Action attached as Exhibit B.

PM is presenting this scope of services in response to the Client's request for Plante Moran to provide project management implementation advisory services for the re-implementation of EnerGov as outlined in Exhibit B: EnerGov Assessment and Plan of Action.

Scope of Services

The City is seeking an external consultant who has experience with Tyler EnerGov solution implementations from a people, process and technology perspective that includes a strong understanding of the EnerGov product and core business functions. Additionally, the City is seeking an understanding as to the path going forward to not only stabilize the existing EnerGov solution but also a path for optimizing EnerGov and other integrated products to promote that they are sequenced and full compatibility with each other. The City envisions these services to require about six months starting in late October 2021 through late March / early April 2022.

Staffing: PM will provide an experienced team of consultants to provide services to Client as follows with a principal project manager as the City's single point-of-contact:

- Scott Eiler as Project Director
- Chris Blough as Principal Project Manager
- Tracey Rau as Project Consultant
- Kris Morton as Project Consultant

Should additional expertise be required, PM may have additional staff members provide services with the approval of Client's Project Manager. Please see resumes provided in Exhibit A.

Plante Moran's Qualifications: Plante Moran is one of the top 20 largest public accounting and management consulting firms in the nation. With [a history spanning more than 95 years](#), our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, cybersecurity, and family wealth-management services. Fortune Magazine has rated Plante Moran as one of the "100 Best Companies to Work for in America" for the last 23 years. Plante Moran has been providing independent enterprise system needs assessment, software selection, and implementation consulting services to governmental clients for the last 40 years. We are proud to solve our clients' most significant challenges as a trusted advisor.

Commitment to Florida: Plante Moran has a very strong commitment serving over 40 public agencies in Florida including Miami-Dade and Broward Counties in addition to the cities of Hollywood, West Palm Beach, Hallandale Beach, Miami, and Ft. Lauderdale, among others. To assist us in this specialization, we are active members of Florida professional associations that have a focus on the application of technology for government in the State, including: FGFOA, FCCMA, FLGISA, BOAF, PAAF, and FTCA. We are proud to be presenting at these organizations including our third consecutive year at the Building Officials Association of Florida (BOAF) Conference on June 8, 2021.

Project Work Plan

The scope of the project management services to be performed will be aligned with the Tyler Statement of Work developed by Tyler's ERP Division and made part of this agreement as Exhibit C. PM will provide project implementation advisory services including the performance of the following activities in consultation with the City's project sponsor and leadership team.

PM's Project Management Services

- Discovery and analysis review sessions
- Configuration environment reviews
- Project status reports and meeting minutes
- Organizational change readiness
- Updates to communications, schedule, risks, decision logs/plans
- Training curriculum and material reviews
- Review system acceptance testing and training plans
- Review and monitor project management plans
- Review of vendor SOW and monitor execution
- Reviews to project schedule mgt plan
- Reviews to project timeline revisions
- Project deliverables tracking and acceptance
- Stakeholder roles and responsibilities matrix
- Budget monitoring
- Project change control procedures
- Documentation of project issues, risks, and decisions
- Best practice review of business processes, roles, separation of duties for EnerGov configuration discussions
- Systems integration review including electronic plan review, Tyler Cashiering, and other modules
- Transition strategy / go-live checklist for re-implementation activities
- Contract administration reviews
 - Revisions to master implementation services agreements
 - Revisions to statement of work
 - Revisions to maintenance and technical support agreements
 - Revisions to service level agreements
- Project organizational chart review
- Project implementation resource plan and recommendations for project execution
- Organizational change readiness support
- Scope statement and validation
- Stakeholder impact matrix and organizational change management plan
- Implementation lessons learned
- Staff communications reviews
- Project closeout activities

Scope Assumptions

- PM and Client understand that Tyler's statement of work (SOW) establishes the scope of activities to be performed by Tyler and the Client. PM and Client understands that Tyler's SOW (Exhibit C), its associated amendments, and all project plans/schedules will be mutually agreed upon prior to adoption. Amendments to the SOW or project plans may result in changes to the level of service Client seeks from PM.
- PM and Client mutually understand that the required activities will be based upon the availability of information and ready access to Client staff. PM will work with the Client's dedicated Project Sponsor to determine the best course of action to balance the project objectives in a cost-effective manner.
- Client staff will ensure they are available and committed to completing the necessary activities and participating in required meetings within the agreed upon timelines established by the adopted project plan submitted by Tyler to perform the activities outlined in its SOW.

- Client will request Tyler to provide resumes of the implementation consultant(s) proposed to fulfill Tyler's SOW. Client and PM will review these resumes and mutually agree on the Tyler implementation consultant(s) assigned to project activities.
- Client will assist PM with the identification of appropriate City staff and will be responsible for coordinating the scheduling of staff to participate in project activities and meetings.
- All services as part of this scope of work will be provided remotely using Microsoft Teams collaboration tools in conjunction with other tools the Client and/or PM identify to be of mutual benefit to achieving project objectives.
- All services for this project will be performed in accordance with both the Client's and PM's COVID-19 safety protocols.
- A Client project sponsor will be available throughout the project's duration and will be the point of contact for all services PM performs.
- Project risks are immediately documented with proactive mitigation strategies.
- Client and PM will meet on a regular basis to discuss project issues and manage change requests that may impact schedule, staff availability, resource commitments, and the quality of results.
- Client will ensure PM is provided with access to all project deliverables produced from the Tyler SOW will a minimum of two (2) business days to provide comment and recommendations.

Fees and Payment Terms

Plante Moran proposes a monthly retainer of \$6,750, invoiced monthly, for up to 27 hours of project management services per month over a consecutive, six-month period. The six-month period will begin upon the Client's adoption of this agreement.

At Client's option, PM can provide additional services exceeding 27 hours per month and these services will be invoiced at a discounted, hourly rate of \$245/hr in addition to the monthly retainer. The Client's designated project sponsor will be the City's point of contact to authorize these changes in writing before PM delivers additional services.

This agreement will terminate six months from the adoption date unless an amendment is mutually agreed upon. Client or PM may cancel this agreement by providing at least 30 calendar days' advance notice to the other party.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received.

The fees presented are based on the Scope Assumptions provided in this agreement. Should these assumptions change, PM would adjust its professional fees accordingly, in consultation with the Client.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign a copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,

PLANTE & MORAN, PLLC



E. Scott Eiler, Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Doral FL and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This Agreement may be amended by written agreement between Plante & Moran, PLLC and City of Doral FL.

City of Doral FL



Mr. Hernan Organvidez
Interim City Manager

12-10-21

Date

Professional Services Agreement – Consulting Services Addendum to Plante & Moran, PLLC Engagement Letter

This Professional Services Agreement is part of the engagement agreement for our consulting services dated October 4, 2021 between Plante & Moran, PLLC (referred to herein as “PM”) and City of Doral FL (referred to herein as “Client”).

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, Client acknowledges that Client is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM’s engagement. Client has designated Gladys Gonzalez, IT Director, to oversee the services PM will provide.

Client represents and warrants that any and all information that it transmits to Plante Moran will be done so in full compliance with all applicable federal, state, local, and foreign privacy and data protection laws, as well as all other applicable regulations and directives, as may be amended from time to time (collectively, “Data Privacy Laws”). Client shall not disclose personal data of data subjects (“Personal Data”) who are entitled to certain rights and protections afforded by Data Privacy Laws to PM without prior notification to PM. Client shall make reasonable efforts to limit the disclosure of Personal Data to PM to the minimum necessary to accomplish the intended purpose of the disclosure to PM.

2. **Nature of Services** – PM’s project activities will be based on information and records provided to PM by Client. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any Client financial statements or any other items, including Client’s internal controls. Additionally, this engagement will not include preparation or review of any tax returns or consulting regarding tax matters. If Client requires financial statements or other financial information for third-party use, or if Client requires tax preparation or consulting services, a separate agreement will be required. Accordingly, Client agrees not to associate or make reference to PM in connection with any financial statements or other financial information of Client. In addition, PM’s engagement is not designed and cannot be relied upon to disclose errors, fraud, or illegal acts that may exist. However, PM will inform you of any such matters that come to PM’s attention.

3. **Vendor Selection** – Unless expressly agreed to in writing by Plante Moran, Plante Moran does not conduct independent due diligence activities regarding potential vendors that may respond or have responded to Client’s request for proposals. Plante Moran’s role relative to due diligence activities is limited to assisting Client develop and/or follow a process by which Client participates in due diligence activities that are designed to evaluate vendors and solutions against Client’s decision criteria. Plante Moran’s assistance in this regard is designed to help the Client execute a selection methodology that is consistently and fairly applied to all vendors involved in the bid process. It is Client’s responsibility to assess, evaluate, and weigh the results of the due diligence activities Client conducts, and Client is ultimately responsible for making and accepting responsibility for the decision it makes relative to vendor and solution selection.

4. **Project Deliverables** – At the conclusion of PM’s project activities and periodically as PM progress, PM will review the results of its work with Client and provide Client with any observations related to PM’s services that PM believes warrant Client’s attention. PM also will provide Client with copies of analyses or other materials that PM may develop in the course of this engagement upon Client’s request. PM will not issue a written report as a result of this engagement and Client agrees that the nature and extent of the work product that PM will provide, as outlined in this Agreement, are sufficient for Client’s purposes.

5. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying agreement to provide interactive analyses or visualization tools (collectively, “Electronic Documents”) to Client, such Electronic Documents will be provided in a format determined to be acceptable to both parties. Client acknowledges and agrees that Client’s ability to access such Electronic Documents may require software programs that PM does not develop, license, or support, and Client shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by Client.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, Client acknowledges that Client is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

Client acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for Client and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). Client agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying agreement), PM grants to Client a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. Client agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

6. **Confidentiality, Ownership, and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of Client, including, but not limited to, information regarding general ledger balances, financial transactions, trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to Client. PM will comply with all applicable ethical standards, laws, and regulations as to the retention, protection, use, and distribution of such confidential client information. Except to the extent set forth herein, PM will not disclose such information to any third party without the prior written consent of Client.

In the interest of facilitating PM's services to Client, PM may communicate or exchange data by internet, email, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, Client recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both Client and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this Agreement. In the event that a request for any confidential information or workpapers covered by this Agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform Client in a timely manner of such request and to cooperate with Client should Client attempt, at Client's cost, to limit such access. This provision will survive the termination of this Agreement. PM's efforts in complying with such requests will be deemed billable to Client as a separate engagement. PM shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon Client's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. Client acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

7. **Consent to Disclosures to Service Providers** – In some circumstances, PM may use third-party service providers to assist PM with its services, including affiliates of PM within or outside the United States. In those circumstances, PM will be solely responsible for the provision of any services by any such third-party service providers and for the protection of any information provided to such third-party service providers. PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for Client. In order to enable these third-party service providers to assist PM in this capacity, Client, by its duly authorized signature on the accompanying agreement, consents to PM's disclosure of all or any portion of Client's information, including tax return information, to such third-party service providers, including affiliates of PM outside of the United States, if and to the extent such information is relevant to the services such third-party service providers may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this Agreement. Client's consent shall be continuing until the services provided for this Agreement are completed.
8. **Third-Party Data** – PM may reference third-party data sources in performing the services described in the Agreement. Third-party data may include publicly available data, commercially available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts, and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. Client acknowledges that any commercially available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying agreement, PM makes no representation or warranty that Client will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with Client, Client agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This Agreement does not convey to Client a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent Client from directly contracting with or obtaining a license from any third-party data source if Client determines, in its sole discretion, that any such direct contract or license to be in its best interest.
9. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on Client personnel providing PM staff the assistance necessary to satisfy Client responsibilities under the scope of services. This assistance includes availability and cooperation of those Client personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise Client in the event these circumstances occur; however, it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this Agreement.
10. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in the accompanying agreement. In the event any of PM's invoices are not paid in accordance with the terms of this Agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. Client agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.
11. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at \$250/hr plus related costs PM incurs, and included as an adjustment to PM's

invoices related to this engagement. Client acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this Agreement.

12. **Force Majeure** – Neither party shall be deemed to be in breach of this Agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war, other violence, epidemic, pandemic, or other public health emergency or government mandated shut down (each individually a “Force Majeure Event”). A Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.
13. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM’s gross negligence or willful misconduct, the liability of PM and any of PM’s officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third-party service providers (collectively, “PM Persons”) for any and all claims, losses, costs, and damages of any nature whatsoever is limited so that the total aggregate liability of the PM and/or the PM Persons with respect to and arising out of the services provided hereunder shall not exceed the total fees paid to PM for the services provided in connection with this Agreement. It is agreed that these limitations on PM’s and the PM Persons’ maximum liability are reasonable in view of, among other things, the nature, scope, and limitations of the services PM is to provide, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. The exclusion of certain damages as set forth in this Section apply to any and all liabilities or causes of action against PM and/or the PM Persons, however alleged or arising, unless and to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event the accompanying agreement expressly identified multiple phases of services, the total aggregate liability of PM shall be limited to no more than the total amount of fees received by PM for the particular phase of services alleged to have given rise to any such liability.

14. **Defense, Indemnification, and Hold Harmless** – As a condition of PM’s willingness to perform the services provided for in the Agreement, Client agrees to defend, indemnify, and hold PM and the PM Persons harmless against any claims by third parties for losses, claims, damages, or liabilities, to which PM or the PM Persons may become subject in connection with or related to the services performed in the engagement, unless a court having jurisdiction shall have determined in a final judgment that such loss, claim, damage, or liability resulted primarily from the willful misconduct or gross negligence of PM, or one of the PM Persons. This defense, indemnity, and hold harmless obligation includes the obligation to reimburse PM and/or the PM Persons for any legal or other expenses incurred by PM or the PM Persons, as incurred, in connection with investigating or defending any such losses, claims, damages, or liabilities in accordance with the limits set forth in Florida statute 768.28.
15. **Conditions of PM Visit to Client Facilities** – Client agrees that PM’s services will be provided remotely to the maximum extent possible. In order to facilitate the provision of services remotely, Client agrees to provide documentation and other information reasonably required by PM for PM’s performance of the engaged services electronically to the extent possible throughout the course of the engagement.
16. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving Client but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, Client agrees to compensate PM for the affected PM staff’s time at such staff’s current hourly rates, and to reimburse PM for all of PM’s out-of-pocket costs incurred associated with PM’s response unless otherwise reimbursed by a third party.
17. **Termination of Engagement** – This Agreement may be terminated by either party upon written notice. Upon notification of termination, PM’s services will cease and PM’s engagement will be deemed to have been completed. Client will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
18. **Time Limits** – Except for actions to enforce payment of PM’s invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
19. **Entire Agreement** – This Agreement is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this Agreement supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this Agreement will only become effective if evidenced by a written amendment to this Agreement, signed by all of the parties.

20. **Severability** – If any provision of this Agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
21. **Conflicts of Interest** – PM's engagement acceptance procedures include a check as to whether any conflicts of interest exist that would prevent PM's acceptance of this engagement. No such conflicts have been identified. Client understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of Client.
22. **Agreement Not to Influence** – Client and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. Client agrees that PM employees are not "contract for hire." PM may release Client from these restrictions if Client agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the rate for the PM employee.
23. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on the accompanying agreement transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
24. **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and jurisdiction over any action to enforce this Agreement, or any dispute arising from or relating to this Agreement shall reside exclusively within the State of Florida.

End of Professional Services Agreement – Consulting Services

Exhibit A: Plante Moran's Proposal Letter Dated May 20, 2021 for EnerGov Stabilization Advisory Services

May 20, 2021

Ms. Gladys Gonzalez, CGCIO
Information Technology Director
8401 NW 53 Terrace
Doral, FL 33166

Re: EnerGov Stabilization Services

Dear Ms. Gonzalez:

Thank you for the opportunity to provide this engagement letter to provide EnerGov stabilization services associated with the City's recent implementation of the EnerGov enterprise business applications. This letter and the accompanying Professional Services Agreement, which is hereby incorporated as part of this engagement letter, confirms our understanding of the nature, limitations, and terms of the services Plante & Moran, PLLC ("PM") will provide to City of Doral FL ("Client").

Statement of Understanding

Plante Moran understands the Client completed the initial implementation of Tyler's EnerGov Civic Services Software for enterprise permitting, planning, and code enforcement activities in March 2021 that was the culmination of a 17-month implementation period. This implementation was performed in the context of the following challenges:

- An implementation planned to be onsite occurred remotely during Covid-19 period
- About 26% of the City's workforce contracted Covid-19 impacting public service levels and limiting subject matter expertise availability during the implementation
- Significant continued development and construction within the City during this time period
- Numerous implementation challenges were encountered to include:
 - Delays of converted of legacy data
 - A well-documented Tyler security incident that affected all Tyler customers and impacted levels of service to their clients
 - Other implementation challenges that frequently occur on large-scale Community Development implementations

Since the initial go-live of the EnerGov solution, a number of people, process and technology challenges have been identified that have risen to the level of City Council review. These issues can be summarized as follows:

- Multiple customers were unable to register on the EnerGov Citizen Self Service portal complicating the submission of electronic plans and applications
- Data conversion issues requiring extensive and time-consuming post-processing after go-live
- GIS issues were discovered but later resolved after go-live
- Challenges to achieving customer service levels and realizing expected efficiencies

Given the expected constituent service capabilities of EnerGov, City Council has elevated the priority to stabilize the system in order to achieve the benefits anticipated by the City's citizens and customers. Currently, there are 13 issues with 3 of those noted as being critical to resolve with Tyler's implementation team. Recently, an external consultant completed an assessment of the challenges experienced with the EnerGov implementation and the assessment's findings were presented to City Council during its meetings on May 4 and 12, 2021. In addition to achieving sustained value from the EnerGov solution, an upgrade migration plan is necessary to address Microsoft's discontinued support for Silverlight in the implemented version (2019) of EnerGov solution. Additionally, tight integrations exist between EnerGov and Tyler Munis supporting other functional areas of the City including LaserFiche, Bluebeam, Tyler Cashiering, GIS, Tyler 311 and other core enterprise systems.

Scope of Services

The City is seeking an external consultant who has experience with Tyler EnerGov solution implementations from a people, process and technology perspective that includes a strong understanding of the EnerGov product and core business functions. Additionally, the City is seeking an understanding as to the path going forward to not only stabilize the existing EnerGov solution but also a path for optimizing EnerGov and other integrated products to ensure that they are sequenced to ensure full compatibility with each other. The City envisions an initial 60-day period to leverage consultant services to assist in the stabilization of EnerGov with the development of an optimization roadmap.

Staffing: PM will provide an experienced team of consultants to provide services to Client as follows:

- Scott Eiler as Project Director
- Chris Blough as Project Manager/Lead Consultant who has significant and current experience on EnerGov implementations with municipal clients including Florida and is a certified project management professional (PMP)
- Tracey Rau as Project Consultant who has significant and current experience on other Tyler Munis implementations to include those that integrate with EnerGov
- Grace Feeley, Project Consultant, is currently supporting the EnerGov implementation at the City of West Palm Beach FL.

Should additional expertise be required, PM may have additional staff members provide services with the approval of Client's Project Manager. Please see resumes attached to this proposal as **Exhibit A: Plante Moran Staff Resumes**.

Plante Moran's Qualifications: Plante Moran is one of the top 20 largest public accounting and management consulting firms in the nation. With [a history spanning more than 95 years](#), our firm provides clients with financial, human capital, operations improvement, strategic planning, technology selection and implementation, cybersecurity, and family wealth-management services. Fortune Magazine has rated Plante Moran as one of the "100 Best Companies to Work for in America" for the last 23 years. Plante Moran has been providing independent enterprise system needs assessment, software selection, and implementation consulting services to governmental clients for the last 40 years. We are proud to solve our clients' most significant challenges as a trusted advisor.

Commitment to Florida: Plante Moran has a very strong commitment serving over 40 public agencies in Florida including Miami-Dade and Broward Counties in addition to the cities of Hollywood, West Palm Beach, Hallandale Beach, Miami, and Ft. Lauderdale, among others. To assist us in this specialization, we are active members of Florida professional associations that have a focus on the application of technology for government in the State, including: FGFOA, FCCMA, FLGISA, BOAF, PAAF, and FTCA. We are proud to be presenting at these organizations including our third consecutive year at the Building Officials Association of Florida (BOAF) Conference on June 8, 2021.

Project Work Plan

Phase 1 - Community Development (CD) Solution Stabilization: Plante Moran will provide a post-implementation review of Tyler Technologies EnerGov permitting, land management, code enforcement, and business licensing application and its primary system integrations with Tyler Munis, Tyler Cashiering, Tyler 311, Tyler Hub, Esri GIS, EnerGov CSS, Bluebeam electronic plan review, and Laserfiche.

Project Management and Initiation Activities

1. Conduct project management related initiation activities including stakeholder identification, identify/review supporting documents, and review project roles/responsibilities. Review Client's annual EnerGov support contract with Tyler Technologies to determine all SaaS software entitlements, managed services, and support services available to the City.

Deliverable: Supporting Document Inventory
2. Develop a SharePoint site (Plante Moran can provide) for collaborating, storing and managing project documents.

Deliverable: Project SharePoint Collaboration Site
3. Establish project status meeting schedule with the Client Project Manager/Sponsor via web conference call to provide updates regarding project activities.

Deliverable: Weekly Project Status Meetings, Monthly Executive Briefings
4. In conjunction with the Client's designated Project Manager/Sponsor, identify the core project team of key stakeholders and subject matter experts in a stakeholder registry. PM assumes the Client's team will identify key Client stakeholders and secure their commitments to assist with project activities.

Deliverable: Project Stakeholder Register
5. Develop a timeline for the project activities, to align with the Client's needs and other resource commitments, and document this in a Microsoft Project Plan.

Deliverable: Project Schedule
6. Prepare/Affirm Project Charter for the Client's Project Manager to review and use to communicate project objectives and aligning the Client's business expectations.

Deliverable: Project Charter, Project Log

7. Design and facilitate a kick-off presentation with orientation for project stakeholders to inform and schedule remote interviews. This will allow us to focus PM's interviews to better understand current processes and systems being used and maximize the value of stakeholder time.

Deliverable: Stakeholder Kick-Off Presentation, Scheduled Interviews

EnerGov System Stabilization

1. Conduct Interviews: Conduct remote interviews with the Client's project team to determine post-implementation gaps, remaining implementation services, solution strengths, weaknesses, opportunities, and unfulfilled business needs.

Deliverable: PM will provide up to 24 hours of interviews with 2 consultants between key Client stakeholders and subject matter experts (SME's). PM will also provide weekly executive briefings following each week of interviews to provide immediate feedback to leadership, implementation teams, and SME's to focus on the implementation.

2. System Implementation Assessment: During the interviews, PM will identify the configured systems, processes, and decisions associated with Exhibit B: In-Scope EnerGov Business Function Review Areas.
 - Confirm the integration status and approach for supporting side or "shadow" systems and the development and testing of required system interfaces.
 - Review and identify incomplete Tyler professional services for configuration, data migration, forms development, testing, and training services to be provided. and determine if they are in-scope for Tyler's implementation contract with the City.
 - Review and identify incomplete legacy data for migration
 - Review EnerGov CSS configured workflows
 - Review Bluebeam configured electronic plan reviews
 - Review managed support services provided by Tyler for the management responsibilities

Deliverable: Issues and Opportunities Matrix including the status of the elements of people, process, and technology associated with the deployment of the EnerGov result.

3. Plan of Action: Recommendations will be provided to the City to include but not be limited to the following:
 - Upgrade path for EnerGov, MUNIS, HUB, and other Tyler integrated solutions
 - Identification of strategies to manage a stable EnerGov environment
 - Schedule and sequencing of specific recommendations presented from the assessment

Deliverable: Plan of Action with Stabilization Recommendations

Phase 2 - Community Development Implementation: Plante Moran will assist, as directed and required by the City, in providing services associated with implementation of the recommendations identified in the Plan of Action.

Work Plan Scope Assumptions

- To meet the Client's objectives, we propose the Phase 1 Work Plan tasks to be completed remotely in about 60 calendar days from notification to proceed. Phase 2 Work Plan tasks are dependent on the needs of the City coming out of Phase 1.
- PM and Client mutually understand that the required activities will be based upon the availability of information and ready access to Client staff. PM will work with the Client's Project Manager/Sponsor to determine the best course of action to balance the project objectives in a cost-effective manner.
- PM's discovery will be limited to the business processes identified in **Exhibit B: EnerGov Process Inventory Scoping Areas**.
- Client stakeholders are willing to share their experiences surrounding current process challenges and desires for the future state processes in addition to those presented by PM for consideration.
- Client will assist with the identification and scheduling of its staff to participate in interviews and confirm staff availability for all meetings.
- All services as part of this initial scope of work will be provided remotely using Microsoft Teams collaboration tools in conjunction with other tools the Client and/or PM identify to be of mutual benefit to achieving project objectives.

Fees and Payment Terms

Plante Moran proposes a not-to-exceed fee for Phase 1 of \$25,000 that is based on 100 hours of work at an hourly rate of \$250/hr. We will only bill the City for actual hours incurred. At Client's option, PM can provide additional services as an amendment to this agreement.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices will be rendered periodically and are due when received.

Fee Assumptions

The fees presented are based on the assumptions below. Should these assumptions change, PM would adjust its professional fees accordingly, in consultation with the Client.

- Client stakeholders will be available to attend meetings and fully participate in discovery activities.
- All work activity will be confirmed at least two weeks prior to the agreed upon date.
- All services for this project will be performed in accordance with both the Client's and PM's COVID-19 safety protocols.
- Executive sponsorship and a designated project manager are required throughout the project's duration.
- Project risks are immediately documented with proactive mitigation strategies.
- Client will provide a designated project manager to meet with PM on a regular basis to discuss project issues and manage change requests that may impact schedule, staff availability, resource commitments, and the quality of results.

- Information presented by Plante Moran is well organized and thorough such that project related decisions are made in a timely manner.
- Given the schedule expectations the Client has set forth, there will be a single draft-to-final process for each deliverable.
- PM expects the Client to provide timely feedback on the review of all deliverables submitted for review and acceptance.
- PM will provide a deliverable acceptance review period of 10 business days for review. If no revisions are received within this timeframe, the deliverable will have been deemed to be accepted. Any scheduling impacts resulting for an extended deliverable review may justify a change request to extend the project schedule.

If you are in agreement with our understanding of this engagement as set forth in this engagement letter and the accompanying Professional Services Agreement, please sign a copy of this letter and return it to us with the accompanying Professional Services Agreement.

Thank you for the opportunity to serve you.

Very truly yours,
PLANTE & MORAN, PLLC

E. Scott Eiler, Partner

Agreed and Accepted

We accept this engagement letter and the accompanying Professional Services Agreement (collectively, "Agreement"), which set forth the entire agreement between City of Doral FL and Plante & Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement letter. This Agreement may be amended by written agreement between Plante & Moran, PLLC and City of Doral FL.

City of Doral FL



Mr. Hernan Organvidez
Interim City Manager

12-10-21

Date

Plante Moran Staff Resumes

The following staff are proposed to support the services identified in our Scope of Services. Detailed project experiences are provided reflecting the services our team has performed that are relevant to the business interests of the City.

Project Staff	Project Role and Responsibility
Scott Eiler Partner	Project Director – Engagement Partner Overall responsibilities for ensuring that all project tasks through the duration of the engagement are completed within schedule and budget and that all project deliverables meet the required quality standards.
Christopher Blough, PMP Senior Manager	Project Manager / Lead Consultant Chris leads a Public Services Delivery Practice with 20 years of technology applications management experience serving over 40 county, municipal, and special purpose governments. He specializes in strategic technology planning and system selections involving permitting, regulatory compliance, asset management, inventory, capital planning, and GIS. Chris has overall responsibility for ensuring the project tasks are completed on schedule, within budget, and meet appropriate quality standards ensuring the City is achieving its project objectives. Chris is currently supporting the EnerGov implementation at the City of West Palm Beach, FL and other communities.
Tracey Rau Senior Manager	Lead Consultant Tracey has over 30 years of experience with selecting and implementing software applications in government. She currently leads the groups Utility Billing practice and has been involved in over 15 different Tyler Munis implementations in which a number of these have required an understanding and coordination with an associated Tyler EnerGov implementation. A number of these system implementation projects have been with clients in the state of Florida.
Grace Feeley Senior Consultant	Project Consultant Grace will be the primary resource at the City, providing day-to-day assistance with project activities. Grace will work directly with Chris to manage the project plan, project risks, issues, and status reporting. She will also document observations, findings, and recommendations. Grace has public sector client experience in permitting and land management system advisory services. She is currently supporting the EnerGov implementation at the City of West Palm Beach, FL and documents CD business requirements for her municipal clients.



Scott Eiler, PMP

Project Director – Engagement Partner

Summary of Experience

Scott has over thirty years' experience assisting clients with various technology related needs and twenty-three years specifically devoted to serving governmental clients at the local, County and State level. He has extensive experience in providing numerous technology services for governmental clients including technology planning, technology assessments, software selections and implementation management assistance. He is also a champion within the firm on the development and education of staff on project management theory, tools and techniques.

Education

Master of Business Administration
University of Michigan

Bachelor of Science in General
Engineering
University of Illinois

Professional Training & Affiliations

Public Technology Institute (PTI)

Government Finance Officers
Association (GFOA)

Florida Government Finance Officers
Association (FGFOA)

Project Management Institute (PMI)

Project Management Professional
(PMP) since 2003

ITIL V3 Foundation Certified

Prosci Change Management Certified

Selected Key Clients

- Broward County, FL
- Calhoun County, MI
- Cuyahoga County, OH
- Dane County, WI
- Miami-Dade County, FL
- DuPage County, IL
- Gwinnett County, GA
- Hancock County, OH
- Horry County, SC
- Johnson County, KS
- Kent County, MI
- Lake County, IL
- Oakland County, MI
- St. Louis County, MO
- Waukesha County, WI
- Urbana & Champaign Sanitary District, IL
- City of Cleveland, OH
- City of Battle Creek, MI
- City of Hollywood, FL
- City of Dublin, OH
- City of Kalamazoo, MI
- City of Chicago, IL
- City of Carrollton, TX
- City of Hallandale Beach, FL
- City of Mesa, AZ
- City of North Miami Beach, FL
- City of Ann Arbor, MI
- City of Miramar, FL
- City of Columbia, MO
- Town of Jupiter, FL
- City of Midland, MI
- City of Owensboro, KY
- City of Chandler, AZ
- Charter Township of Shelby, MI
- City of Pueblo, CO
- City of Pinellas Park, FL
- Central Ohio Transit Authority, OH
- State of Michigan



Christopher Blough, MPA, PMP

Project Manager / Lead Consultant

Summary of experience

Chris leads Plante Moran's Public Services Practice with 20 years of technology applications management specializing in county, municipal, and special purpose government operations. As a credentialed project manager and an ITIL certified applications manager, he leads enterprise service delivery projects involving systems for regulatory compliance (licensing, permitting, land management), core financials, human resources, purchasing, inventory management, capital budgeting, geographic information systems (GIS), and enterprise asset and work management (EAM/CMMS). Manages project teams to assess business opportunities, compare solution options, evaluate and select solutions, negotiate contracts, and deliver implementation advisory services to ensure realization of expected outcomes.

Credentialed IT Project Manager: By working in 50+ local government organizations in his career, Chris offers proven methods and firsthand experience enabling public sector professionals to increase the business value derived from enterprise systems and applications. He leads project teams to assess business opportunities, prepare options analyses, evaluate and select solutions, negotiate technology contracts, and provide third-party implementation advisory services.

Public Sector IT Leadership: As a former public servant working in county and municipal government technology leadership roles over 11 years, he recognizes opportunities for collaboration and joint investment in technology initiatives applying return-on-investment strategies. His clients recognize his ability to lead multi-disciplinary teams to build compelling business cases linked to outcomes to establish ownership and accountability.

LEAN Six Sigma (LSS) Process Optimization: Chris integrates LSS practices with clients to optimize business processes by increasing customer value recognition throughout the IT service delivery lifecycle for both internal and external stakeholders. He equips clients to qualify and prioritize IT projects and services using data-driven and analytics insights.

IT Program Governance and Project Governance: Chris coaches and trains clients to prepare IT governance strategies to deliver short and long-term organizational commitments to ensure people, process, and technology sustain their expected value.

Recent and relevant project experiences

City of West Palm Beach, FL, Permitting System Replacement (In Progress): Lead consultant for one of Florida's fastest growing communities facing an 11% annual increase in permitting activity and a \$2 billion backlog in proposed and scheduled projects in 2017. The project involved discovery and process definition for 12 departments and 30 business units involving over 120 staff. It also examined ways to streamline business tax receipts processes to ensure the fair and equitable collection of \$3.6 million in annual revenues. The project scope involved process diagramming for 27 major processes involving 750 activities. Through this process discovery, the City is using 80 use cases specific to core business requirements involving software demos representing business needs of Planning, Building Safety Code, Engineering, Utilities, Fire, Police, Public Works, Parks and Recreation, and Property Code Enforcement. The City is currently implementing Tyler's EnerGov land management system.

Education

Master of Public Administration,
Eastern Michigan University

Bachelor of Science in Geography/
Earth Science,
Central Michigan University

Selected publications

The GIS Guide for Elected Officials,
City of Novi, MI – Moving Novi's
Online Mapping Services to the
Cloud, Esri Press, 2014

Professional training & affiliations

Project Management Professional
(PMP), Project Management Institute
(Certificate #1373368)

Lean Six Sigma Green Belt, Purdue
University

IT Service Management, ITIL v3
Foundation, APM Group Ltd. (2012)

Institute of Asset Management
Certificate #1029965

Building Officials Association of
Florida

Project Management Institute, Great
Lakes Chapter

Esri International User Conference
2006, 08, 10, 12*, 15, 19 (*Special
Achievement in GIS Award on behalf
of Novi, Michigan)

Selected clients

City of West Palm Beach, FL: Project Manager, CD Assessment, Business Process Evaluation, Selection, and Implementation Management

County of Collier FL: Project Manager, Business Process Mapping and Documentation

City of Des Moines IA: Project Manager, CD System Assessment and Selection

City of Hollywood, FL: Lead Consultant, CD Permitting Business Needs Evaluation

City of St. Charles, IL: Project Manager, CD Needs Assessment and Requirements Definition

City of Sunnyvale CA: Project Manager, CD System Assessment and Selection

Santa Margarita Water District CA: Project Manager for GIS Program Implementation Advisory Services

County of Collier, FL, Mapping and Documentation of Core Business Processes (Completed

January 2019): Project manager for a continuous improvement initiative launched in response to significant population growth and services demand following Hurricane Irma addressing customer service, planning, building, code enforcement, and operations administration areas of the County's Growth Management Department, Development Services Agency. The project involved the documentation of current-state and future-state business processes spanning all functions of the land development and code enforcement lifecycle. Services included training on LEAN and Six Sigma principles contributing to an Agency-wide, performance management framework including the creation of performance metrics and continuous improvement strategies. It also included a position turnover analysis involving 350 employees assessing the impacts at the process level involving over 800 activities performed to administer enforcement and compliance in accordance with County, State, and Federal land development laws. Strategies to promote the introduction and adoption of performance measures were featured along with stakeholder change management techniques to promote adoption of the processes identified.

City of Sunnyvale, CA, Permitting System Assessment and Replacement (Completed May

2019): Project Manager responsible for providing a citywide needs assessment and plan of action for the implementation and selection of the City's replacement permitting system supporting in-scope service areas including Community Development, Public Works, Public Safety, Economic Development, and Finance. The City's annual, commercial construction value in 2017 was \$907 million with permitting revenues of \$19.4 million. The project applied LEAN process evaluation techniques involving over 60 staff in operations areas supporting all phases of development including utility infrastructure acceptance, right-of-way permitting, franchise agreement inspections, and performance guarantees. The City evaluated solutions from Tyler Technologies, Infor, Accela, and CSDC (Calytera) involving Plante Moran's structured RFP process, facilitated vendor demonstrations, and contract negotiations advisory services.

Des Moines, IA, Assessment & Business Systems Replacement (Completed May 2017):

Project Manager overseeing the business needs to replace the City's 20-year old Accela Tidemark information system serving 12 departments and 30 business units. Des Moines' 7% is annual permitting activity growth coupled with being the nucleus of the fastest growing metro region in the Midwest in terms of population, GDP, and jobs in 2016. Over 70 Community Development staff engaged in the project were using 49 different business systems to serve the public. The project resulted in significant process streamlining with 28 systems identified for replacement. The City's GIS integration was supported to provide a single point of entry for addresses within GIS which would automatically validate all addresses used in the replacement permitting solution. The City selected Tyler Technologies EnerGov product for its final solution.



Tracey Rau

Senior Manager
Management Consulting

Summary of experience

Tracey has more than thirty years of detailed experience with ERP systems in a multitude of roles and responsibilities exclusively working in the public sector. She has experience as a trainer, software support specialist, implementation consultant and various management positions. Additionally, she was instrumental in managing the design, development, testing, and deployment of data conversion tools and approaches between software applications to assist clients with their migrations. Through this time, she has gained significant experience in various municipal functions including Financial Management, Utility Billing, Planning & Zoning, Permits, Code Enforcement, Business License, Fleet Management, Work Orders, Facilities, Taxes, Assessing and others. At Plante Moran, Tracey's focus is on serving her government clients with needs assessment, system selection, implementation management and technology planning projects, which includes the operational impact of implementing new systems. Tracey currently is the Practice Leader for Utility Systems/CIS Consulting.

Education

Bachelor of Arts, College of Business
Michigan State University

Professional training & affiliations

Customer Service (CS) Week

Michigan Water Environment
Association (MWEA)

Government Finance Officers
Association (GFOA)

Michigan Government Finance
Officers Association (MGFOA)

- Technology Resource Committee
Chairperson 2014 – present
- Technology Resource Committee
member 2009 – 2014
- Standards Committee member
2005 – 2006

Selected presentations & articles

- [Optimization or transformation: Public sector enterprise software in a remote environment](#)
- [Software replacement plans canceled? Optimize your existing enterprise system](#)

Project roles

Project Consultant

Selected key clients

- Gulf Coast Water Authority, TX
- Santa Margarita Water Dist, CA
- Toho Water Authority, FL
- City of Pueblo, CO
- City of Independence, MO
- City of Columbia, MO
- City of Detroit, MI
- City of Long Beach, CA
- City of Miramar, FL
- Borough of State College, PA
- Muskegon County, MI
- City of Palo Alto, CA
- Washington Township, MI
- Cheyenne WY's Board of Public Utilities
- City of Wauwatosa, WI
- City of North Miami Beach, FL
- City of St. Charles, IL
- City of Ft Collins, CO
- City of Roswell, GA
- City of Longview, TX
- Town of Cary, NC
- County of St. Lucie, FL
- City of Oakland Park, FL
- Town of Jupiter, FL
- City of Asheville, NC
- Village of Mt. Prospect, IL
- City of St. Charles, MO
- City of Cooper City, FL
- Broward County FL
- Village of Wellington, FL
- Village of Elk Grove, IL
- City of Sacramento, CA
- City of DeLand, FL
- City of Johns Creek, GA
- City of Greeley, CO
- City of Peoria, IL
- Eastern Municipal Water Dist., CA



Grace Feeley

Project Consultant

Summary of Experience

As a consultant at Plante Moran, Grace has experience providing consulting services to government and public sector organizations. Her experience includes ERP software needs assessments, system selections and implementations as well as process mapping and optimization activities.

Enterprise System Needs Assessment and Selections: Grace's experience in municipal enterprise system engagements include facilitating interviews and process mapping sessions, documenting issues and opportunities, developing report materials and system requirements. During the RFP development and system selection, she has assisted with vendor proposal analysis and facilitated vendor demonstrations. Grace has also assisted with the development of training materials and project management for implementations.

Utility Billing Focus and Expertise: During Grace's time with Plante Moran, she has been involved with various Utility Billing engagements to optimize processes and policies. As a Utility Billing lead on multiple projects, she has assisted with providing recommendations around optimizing processes and procedures in the subject areas of Utility Billing. Her experience on these engagements includes facilitating departmental review sessions to capture key issues and opportunities for improvement within the department area. Additionally, she works on mapping detailed current and future-state process maps to standardize business processes within the Utility Billing functions.

Project Roles

Project Consultant

Grace will provide support for all major project activities including department interview sessions, system requirements definition, proposal analysis activities, report development, and all other areas defined in the scope of work.

Selected Key Clients

- State of Wyoming – Game & Fish Department
- City of St. Louis, MO
- Wayne County, MI
- Village of Arlington Heights, IL
- Jefferson County, CO
- City of Greeley, CO
- City of DeLand, FL
- Ramsey County, MN
- Kent County, MI
- Toho Water Authority, FL
- City of West Palm Beach, FL

Education

Bachelor of Science in Informatics
with an Emphasis in Business
Indiana University, Bloomington

Exhibit B: EnerGov Assessment and Plan of Action Delivered and Accepted by Client on 8/24/2021

Executive Summary

This document presents Plante Moran's observations and recommendations for stabilizing the City of Doral's EnerGov permitting, licensing, code enforcement and land management system. This assessment is based upon Plante Moran's discovery that took place between June and July 2021. The evaluation involved the primary users of departments using EnerGov including Building, Finance, Planning & Zoning, Code Compliance, Business Tax Receipts, and Information Technology.

Background

The EnerGov system was launched in March of 2021 as a "Big Bang" approach in which all modules were implemented following a 17-month implementation schedule. Six departments were involved in the system's go-live in March. The subsequent five months involved significant challenges for the City's citizens, applicants, and staff to receive efficient and effective services given the complications identified in this report.

- An implementation that was planned to be on-site instead occurred as a 100% remote deployment during the Covid-19 period
- About 26% of the City's workforce contracted Covid-19 impacting public service levels and limiting internal subject matter expertise availability during the implementation
- Persistent and high construction demand within the City during both the implementation and go-live period
- 21 of 73 (28.7% of users) staff who had touches and training on the project left the City during Implementation and post Go-live
- Although there were 9 data conversion passes performed for migrating data from the legacy to the new permitting system, workflow gaps were still noted
- Turnover of Tyler implementation consulting staff and poor knowledge transfer between implementation consultants during the implementation period created gaps of understanding

Current-State Situation

The current situation is very tenuous for the City as it attempts to stabilize the EnerGov system. The challenges the City faces are manifested publicly to City Council and members of the development community as they seek improvements to service level standards.

- Upon launching the system, Customers were unable to register on the EnerGov Citizen Self Service portal complicating the submission of electronic plans and applications which has since been resolved
- Currently there are 3-4-week backlogs to process new permitting applications and 4-6 weeks to process plan reviews resulting in significantly lower customer service levels and recognized inefficiencies.
- A mandatory EnerGov system upgrade that must be performed before October 2021 has created additional work for City team members who are trying to reduce backlogs while being compelled to test, train, and supervise the upgrade process.
- All of the EnerGov integrations with the City's existing Tyler and other integrated products, with the exception of Bluebeam stamps, are working. There are integration issues with Tyler Hub which are anticipated to be resolved once Tyler Munis 2021 is implemented.

Approach

A project charter document was adopted with sponsorship from the City Manager's Office and Information Technology Department. The findings and recommendations in this report were prepared through remote interviews conducted with 32 City staff, analysis of completed questionnaires, and analyses of City documentation. City staff were forthcoming, honest, and candid in their representation of the situation which greatly aided Plante Moran's analysis.

Assessment Findings

1. The City was not prepared to manage and administer the EnerGov permitting, licensing, and land management system when it was launched in March 2021.
2. The City's implementation team experienced turnover involving 21 of 73 staff positions during the implementation and post go-live period. This created a situation where staff inherited little knowledge or understanding of decisions made by their predecessors without formal training, documentation, and/or coaching.
3. The City's data migration of its legacy permitting system workflows could not be replicated in EnerGov. The manual verification of 4,000+ permitting records to determine the status of open/closed permits continues to challenge the City due to extended processing times.
4. During the two-year implementation interrupted by COVID-19, Tyler Technologies' implementation team members experienced turnover leading to knowledge gaps impacting the continuity of understanding of the City's objectives and requirements.
5. A weekly analysis of open EnerGov support incidents since May shows a trending increase of Tyler support cases as the City and Tyler work to resolve incidents through semiweekly meetings.
6. City staff responsible for EnerGov system configuration and administration have received very little or no formal training. They also report limited or no access to self-guided training resources available to them through the online knowledge base.
7. Applicant wait times range from 3-4 weeks to process new applications and 4-6 weeks before City staff can begin their initial plan reviews which is a significantly lower service level than the City provided prior to COVID.
8. The City configured its system workflows, automations, and custom fields with assistance from Tyler. Tyler was responsible for the initial development of 40 workflows out of 290 or 13.7% of the total configured. Some of these were reconfigured later by the City independently. In Plante Moran's experience, EnerGov customers who perform their configuration independently are subject to greater risk associated with the complexities of the initial workflow setup. Other cities mitigate this risk by paying Tyler fees to cover a majority of the configurations.
9. The City's data conversion process to migrate its legacy permitting data to EnerGov was very complicated due to data mismatches involving differences in the data architecture between the two systems. The City could not migrate all records to achieve a one-for-one match from legacy to EnerGov. This meant that records from the legacy system could not be replicated in EnerGov. This created a significant liability for the City as its staff could not be easily identify and retrieve the migrated records to process.

RESOLUTION No. 21-252

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, WAIVING THE COMPETITIVE BID PROCESS PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PLANTE AND MORAN, PLLC; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on June 9th , 2021 Council Meeting, the Mayor and City Council members approved Resolution No. 21-134, for an agreement with Plante Moran to provide EnerGov Stabilization Consulting Services in response to Plante Moran's proposal letter dated May 20, 2021. The scope of these initial services has substantially been completed; and

WHEREAS, the Plante Moran Local Government Service Delivery Team Advisors, enable communities to assess, optimize, and elevate their capability to serve the public in the many disciplines and departments involved in the land development process. Their experiences include community development, planning, permitting, inspection, licensing, and code enforcement. Through these experiences they have become very experienced in understanding the needs of Florida clients and the procurement process followed within the State of Florida; and

WHEREAS, the Information Technology department respectfully seeks approval of the recommended authorization waiving competitive bidding and procurement requirements and authorizing the City Manager to enter into a professional services agreement with Plante & Moran to provide Phase 2- Energov Stabilization Services for

the existing EnerGov solution with a path for optimizing EnerGov and other integrated products to promote that they are sequenced and full compatibility with each other. The city envisions these services to require about six months starting in late November 2021 through late May 2022 in an amount not to exceed funds allocated in the Building Technology Fund # 108.70005.500464.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Waiver of Competitive Bid Process. The City of Doral's Code Section 2.321 authorizes Council to waive the bidding. Plante & Moran, PLLC, (Plante Moran), professional services agreement provides Phase 2- Energov Stabilization Services for the existing EnerGov solution with a path for optimizing EnerGov and other integrated products to promote that they are sequenced and full compatibility with each other. Plante Moran has the expertise to provide external consulting services since they have expertise with Tyler EnerGov solution implementations from a people, process and technology perspective that includes a strong understanding of the EnerGov product and core business functions it supports to optimize the use of the EnerGov product.

Section 3. Approval of Goods and Services. Professional services agreement with Plante & Moran, to provide Phase 2- Energov Stabilization Services for the existing EnerGov solution with a path for optimizing EnerGov and other integrated products to promote that they are sequenced and full compatibility with each other. Plante

Moran proposes a monthly retainer of \$6,750, invoiced monthly, for up to 27 hours of project management services per month over a consecutive, six-month period. The six-month period will begin upon the City's adoption of the agreement. The city envisions these services to require about six months starting in late November 2021 through late May 2022 in an amount not to exceed budgeted funds. Funds are allocated in the Building Technology Fund # 108.70005.500464.

Section 4. Authorization. The City Manager is hereby authorized to execute such agreements and other contractual documents, subject to approval by the City Attorney as to form and legal sufficiency, as may be necessary to consummate the procurement of the good and services contemplated herein. The City Manager is further authorized to expend budgeted funds in furtherance hereof.

Section 5. Implementation. The City Manager and City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

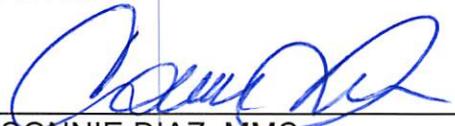
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 10 day of November, 2021.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
CITY ATTORNEY