

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village**  
**2/2/2021**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Selection of an Enterprise Resource Planning (ERP) System	Judy Buttny Finance Director  Dave Kenny Information Technology Director

### SYNOPSIS

Two motions are requested and a resolution has been prepared to authorize agreements to purchase and implement a new Enterprise Resource Planning (ERP) system. The motions are to approve contracts with Tyler Technologies, Inc. (Tyler), and N. Harris Computer Corporation (CityView). The resolution is to approve an agreement with BerryDunn McNeil & Parker, LLC (BerryDunn). The total cost of the three agreements over seven years is \$4,213,015, which includes a 15% contingency.

### STRATEGIC PLAN ALIGNMENT

The Goals for 2019-2021 include *Steward of Financial, Environmental and Neighborhood Sustainability, Exceptional Municipal Services, Top Quality Infrastructure and Continual Innovation.*

### FISCAL IMPACT

The cost for years one and two (FY2021-2022) of this project is \$2,716,216. These costs span two years due to the timing of a staggered implementation schedule and the related payments for Tyler and CityView.

The ERP total project budget is \$3,600,000 during the two-year period. The project is budgeted over two years, primarily in the Capital Fund. This budget represents the total project one-time and annual recurring costs in 2021 and 2022.

	<b>Capital Fund Budget</b>	<b>General Fund Budget</b>	<b>Total Budget</b>
FY2021	\$2,078,000	\$171,000	\$2,249,000
FY2022	\$864,000	\$487,000	\$1,351,000
<b>Total</b>	<b>\$2,942,000</b>	<b>\$658,000</b>	<b>\$3,600,000</b>

**UPDATE & RECOMMENDATION**

This item was discussed at the January 19, 2021 Village Council meeting. Staff recommends approval on the February 2, 2021 Active Agenda.

**BACKGROUND****ERP Project Highlights**

- Complete replacement of the Village's current ERP system
- Multi-year project covering all facets of the Village
- Shift from on-premise to cloud-based systems
- Two vendors:
  - Tyler - Finance and Human Resource Department functions and licensing
  - CityView - Community Development permitting functions
- Consulting services to manage project implementation provided by BerryDunn
- Staggered implementation in 2021 & 2022, full project completion by Dec. 31, 2022

The Village began a multi-year project in the summer of 2019 to replace its ERP system. An ERP system integrates functions across an organization that can serve departments' financial and operational processing needs. Functions include all the Finance Department systems (budgeting, general ledger, payroll and billing), along with building permits, human resources and licensing. System acquisition is one of the largest and most far reaching projects an organization can undertake due to the impact on how work is conducted and the way in which day-to-day tasks are accomplished.

The Village's current ERP is Eden by Tyler Technologies, which has been in place since 2006. Eden has served the Village well over the years, but it is drawing near the end of its useful life. The vendor is no longer providing enhancements or upgrades to this system. Although the software is still being supported by Eden's customer service team, staff is aware that this could end at any time and without significant notice. Related challenges include it not being intuitive, having outdated web functionality, and having limited integration.

The first step of the multi-year ERP project was the approval of the professional consulting services contract to aid in the selection of the ERP vendor(s). This contract with BerryDunn was approved on [August 6, 2019](#). After the BerryDunn contract was approved, BerryDunn began their work assisting the Village with writing the Request for Proposal for vendor selection. The Village issued the Request for Proposal in December 2019 and received eight responses in early 2020. In late summer 2020, the Village interviewed two companies for each of the financial and community development modules with the assistance of BerryDunn. After viewing demonstrations and checking references with other municipalities, the Village chose two vendors for its ERP needs: Tyler/Munis and CityView. The Village chose two systems because none of the vendors could individually meet all the financial functional requirements as well as the needs of the Community Development Department.

Tyler/Munis will be utilized for all of the Village's Finance and Human Resources Department functions, as well as licensing functions. This software is designed specifically for municipal governments and allows for greater efficiency, productivity and data management. CityView will be used for all the community

development functions. CityView has easy to use modules, a public-facing portal allowing electronic permit submittals, connections between the code enforcement and permitting modules and superior connections to OnBase document management system and geographic information systems (GIS).

The terms for each software vendor are as follows:

- Tyler: 7-year term with no increases. Years 8-10 will be subject to 3% increases, with further renewals negotiated by both parties.
- CityView: 6-year term with a 3% increase in years two and three, and a 4% increase in years four through six. Annual renewals after the initial term will be negotiated by both parties. The CityView term is shorter than the Tyler term due to the staggered start of the systems as detailed below.

Additionally, the Village chose to proceed with a contract to continue services with BerryDunn. BerryDunn will serve as the project manager to lead the Village through the implementation of both software systems.

There are two other project-related costs outside of the scope of the three contracts being presented for Village Council consideration. 1) As the project gets underway, the Village may seek to secure additional professional services to assist with day-to-day functions while Finance and Community Development Department staff are working on ERP implementation. These additional costs are estimated not-to-exceed \$85,000. 2) Successful implementation will require the purchase of an OnBase API (Application Programming Interface). This software license will allow CityView to integrate with the Village's OnBase document management system. The estimated cost of this software purchase is \$25,000 and it is scheduled for purchase in 2022.

Upon execution of the three contracts, work will begin immediately on the Tyler/Munis implementation, while CityView implementation will begin early Fall 2021. This staggered methodology is required because the critical financial functions need to be in place prior to the implementation of the CityView software. The Village anticipates completion and full implementation of both systems by December 31, 2022.

Attached is a summary of the project timeline.

## **ATTACHMENTS**

Project timeline Summary

Resolution

Tyler Technologies, Inc. Agreement

N. Harris Computer Corporation Agreement

BerryDunn McNeil & Parker, LLC Agreement

VILLAGE OF DOWNERS GROVE  
COUNCIL ACTION SUMMARY

INITIATED: Village Attorney DATE: February 2, 2021  
(Name)

RECOMMENDATION FROM: \_\_\_\_\_ FILE REF: \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

**STEPS NEEDED TO IMPLEMENT ACTION:**

- Ordinance
- Resolution
- Motion
- Other

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND BERRY DUNN MCNEIL & PARKER, LLC", as presented.



**SUMMARY OF ITEM:**

Adoption of this resolution shall authorize execution of an agreement between the Village of Downers Gove and Berry Dunn McNeil & Parker, LLC for consulting services for the implementation of an Enterprise Resource Planning (ERP) System.

**RECORD OF ACTION TAKEN:**

---



---



---

**RESOLUTION NO. \_\_\_\_****A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND BERRY DUNN MCNEIL & PARKER, LLC**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the "Agreement"), between the Village of Downers Grove (the "Village") and Berry Dunn McNeil & Parker, LLC (the "Vendor"), for consulting services for the implementation of an Enterprise Resource Planning (ERP) System in the amount of \$590,252, plus a 15% contingency in the amount of \$88,537.80 for a total not-to-exceed \$678,789.80, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk



**AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND BERRY DUNN MCNEIL & PARKER, LLC**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2020 by and between Berry Dunn McNeil & Parker, LLC ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village is in the process of acquiring a new Enterprise Resource Planning (ERP) system; and

WHEREAS, in August 2019, the Village hired the Consultant to perform the following tasks in relation to acquiring a new ERP system: needs assessment and staff analysis review; organizational change management plan; develop a request for proposal; system selection and assistance; contract negotiations with selected vendor; and

WHEREAS, since the Consultant has assisted with the acquisition process thus far, the Village wishes to have the Consultant assist in the implementation services to complete the acquisition process for the new ERP system; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

**I. Scope of Services**

The Consultant shall perform the Full Time Project Management implementation services outlined in its Proposal dated January 13, 2021 which is attached hereto and incorporated herein by reference as Exhibit B.

**II. Term of Agreement**

The term of this Agreement shall be until December 31, 2022 or until the services as set forth in Exhibit B have been completed, whichever shall occur first.

**III. Compensation**

**A. Basic Fees:**

The Village shall pay to the Consultant for the implementation services fees not to exceed Five Hundred Thirty-eight Thousand Two Hundred Dollars and No Cents (\$538,200.00) plus actual travel expenses but not to exceed Fifty-two Thousand and Fifty-two Dollars and No Cents (\$52,052.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

## **B. Consultant Invoices:**

The Consultant shall prepare invoices that contain a reference number, the billing period, the classifications and/or names of staff, numbers of hours billed to the project (with clear itemization for hours spent), all reimbursable expenses and a total reimbursable amount for the billing period including receipts therefor, amounts billed to date, and amounts received to date.

## **C. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Consultant requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

## **IV. General Terms and Conditions**

### **A. Relationship Between the Consultant and the Village**

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

### **B. Equal Employment Opportunity**

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative

action to rectify any such underutilization.

2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

### **C. Sexual Harassment**

Consultant, as a party to a public contract, has a written sexual harassment policy that:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **D. Drug Free Work Place**

Consultant, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Consultant's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or consultant's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Non-Discrimination**

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### **F. Campaign Disclosure Certificate**

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

#### **G. Patriot Act Compliance**

The Consultant represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the Village that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

## **H. Cooperation with FOIA Compliance**

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

## **I. Copyright or Patent Infringement**

The Consultant agrees to indemnify, defend, and hold harmless the Village against any suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

## **J. Standard of Care**

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

## **V. Insurance and Indemnification of the Village**

### **A. Insurance**

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

## **B. Indemnification**

The Consultant will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. The paragraph survives the termination/expiration of this Agreement.

## **VI. Miscellaneous Provisions**

### **A. Termination**

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant, provided, however, that in the instance of a termination for nonperformance or default, the Consultant will have fifteen (15) days to cure or rectify the issue from receipt of such notice. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**B. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**C. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

**D. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**E. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**F. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**G. Assignment**

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

**H. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

Berry Dunn McNeil & Parker, LLC  
100 Middle St.  
Portland, ME 04101

**I. Village Ordinances**

The Consultant will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.


**J. Use of Village's Name**

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**Berry Dunn McNeil & Parker, LLC**

**Village of Downers Grove**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Title: Seth Hedstrom \_\_\_\_\_

Title: Village Manager

Date: October 19, 2020 \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Campaign Disclosure Certificate**


The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

\_\_\_\_\_  
Under penalty of perjury, I declare:

Consultant has not contributed to any elected Village position within the last five (5) years.

  
\_\_\_\_\_  
Signature

Seth Hedstrom  
\_\_\_\_\_  
Print Name

Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



January 13, 2021

Village of Downers Grove  
 Attention: Ms. Megan Miles  
 Assistant to the Village Manager  
 801 Burlington Ave  
 Village of Downers Grove, IL

Sent via email to [mmiles@downers.us](mailto:mmiles@downers.us)

Dear Ms. Miles:

On behalf of Berry Dunn McNeil & Parker, LLC (BerryDunn), I am pleased to submit our updated proposal to the Village of Downers Grove (the Village) to provide enterprise resource planning (ERP) system implementation assistance. On the following pages, we briefly highlight the vast expertise of our Local Government Consulting Practice Area, our experience and qualifications, our proven yet flexible approach, and the associated fees for a project of this nature.

An ERP initiative is one of the most complex undertakings organizations will go through and there are many factors to be considered when planning for success. A core service of our Local Government Consulting Practice Area is leading clients through ERP system planning, selection, and implementation projects, which we will leverage, along with our extensive prior experience, to help the Village successfully complete this project.

## Our Dedication to Serving the Public Sector

BerryDunn has been providing consulting services to the public sector for **over 35 years**, which includes over 90 system selection and/or implementation projects.

As a result of this experience, the Village will benefit from our in-depth understanding of government operations, staffing needs, and business processes required to provide necessary services to the internal divisions and constituents you serve. This understanding also includes lessons learned and insight gained through our work with more than **300 state, local, and quasi-governmental clients** across the country, as well as through our team members' prior work in various roles across state and local government. In fact, **75% of our consultants are prior government employees**. This allows us to provide unparalleled expertise and unique perspectives, which we will bring to our work with you.

Figure 1 illustrates the overall organization of BerryDunn's Local Government Consulting Practice Area. We provide a range of specialized consulting services across the practices.

Figure 1: Local Government Consulting Practice Area Structure



Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 2

## Finance and Administration Practice

Our Finance and Administration Practice will be committed to providing the Village with the expertise necessary to conduct its upcoming initiative successfully. Our project team will leverage their in-depth knowledge of national best practices and local considerations to help the Village to streamline operations and utilize your systems' functional and technical components at an optimal level.

A key differentiator that BerryDunn brings to our client work is **our independence from the vendor community**. Our project team has many years of large-scale enterprise business process, system advisory, and implementation experience, but BerryDunn does not sell, develop, or provide staff augmentation services for software, hardware, or implementation vendors.

Further, we do not have any preferred vendors and you will not find our name listed as partners, affiliates, or sponsors of any software. In an effort to stay abreast of industry trends and communicate our clients' needs, **we maintain a program called BerryDunn Bridge**, which allows us to actively conduct outreach to the community to stay abreast of current technological trends and share our knowledge gained through assessing our clients' needs. This allows us to provide truly independent advisory services and means you can be assured that we will only work in the Village's best interests at all times.

## Qualifications and Experience

### Project Team Introductions

Below we introduce our project team members and outline what these team members will contribute the Village's project.



SETH HEDSTROM, PMP®, LSSGB

Seth is a principal in our Local Government Consulting Practice Area and leads our Finance and Administration Practice. He brings extensive experience in project management, and has managed more than 50 enterprise process and technology planning projects over the course of his 12 years with BerryDunn. Seth has led our clients through many of the complex decision points and issue-resolution processes typical of system selection and implementation projects, and facilitated focused review of business processes needing change.



JON GRACE, PMP®, Prosci® CCP

Jon is a senior manager in our Local Government Consulting Practice Area who has more than 20 years of experience assisting public-sector agencies with project management, technology planning, business process improvement, system implementation and design, and ERP systems. Prior to joining BerryDunn, he provided user support and assisted in system implementation of multiple public-sector ERP products.



DAVID LEDBETTER, Prosci® CCP

David is a senior consultant in our Local Governmental Consulting Practice Area with experience in systems planning, selection, and implementation engagements with local government clients. His experience includes software implementation, project management, knowledge transfer, risk management, and requirements development. He also has experience in the public sector

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 3

serving as a finance administrator for a Washington County in addition to his experience managing projects for Tyler Technologies.



RYAN BRABO

Ryan is a senior consultant in our Local Government Consulting Practice Area with over nine years of experience assisting public-sector agencies with project management, technology planning, business process improvement, system implementation and design, and software systems. Prior to joining BerryDunn, Ryan worked in Tyler Technologies' New World Systems Division. While there, Ryan was involved in building, revising, importing, and adjusting the chart of accounts; facilitating version upgrades, patch applications, and user acceptance testing (UAT); and managing and maintaining user security and workflows.

Our Government Consulting Group also includes **more than 200 consultants** who can help support the project team with efforts relating to the implementation, as needed. We anticipate drawing upon these resources when it will benefit the Village during this process.

## Implementation Assistance Experience

BerryDunn has extensive experience providing project management and oversight services for enterprise-wide system implementation projects, and other enterprise system projects, as shown in Table 1. We have a structured and proactive approach that we have refined and proven across these system implementations.

*Table 3: Broad System Implementation Experience*

System Implementation Clients	
• Berks County, Pennsylvania (415,000)	• City of Pearland, Texas (96,000)
• Carver County, Minnesota (102,100)	• City of Prior Lake, Minnesota (23,000)
• City of Allen, Texas (85,000)	• City of Rapid City, South Dakota (72,000)
• City of Bismarck, North Dakota (67,000)	• City of Richland, Washington (53,000)
• City of Bloomington, Minnesota (86,000)	• City of Santa Fe, New Mexico (70,000)
• City of Boca Raton, Florida (91,000)	• City of Shoreline, Washington (55,000)
• City of Boulder, Colorado (105,000)	• City of Sioux Falls, South Dakota (158,000)
• City of Broken Arrow, Oklahoma (112,000)	• City of South Jordan, Utah (59,000)
• City of Chaska, Minnesota (26,000)	• City of Sugar Land, Texas (89,000)
• City of College Station, Texas (95,000)	• City of Surprise, Arizona (121,000)
• City of Coral Springs, Florida (128,000)	• City of Tucson, Arizona (525,000)
• City of Dover, Delaware (37,453)	• City of Waynesboro, Virginia (21,000)
• City of Duncanville, Texas (40,000)	• City of Weatherford, Texas (31,000)
• City of Edina, Minnesota (52,000)	• City of Wilmington, North Carolina (117,000)
• City of Farmers Branch, Texas (35,000)	• Coconino County, Arizona (140,000)
• City of Fredericksburg, Virginia (27,000)	• Goochland County, Virginia (23,000)
• City of Gahanna, Ohio (35,000)	• Louisville/Jefferson County Metro, Kentucky (740,000)
• City of Glendale, Arizona (237,000)	• Minnehaha County, South Dakota (183,000)
• City of Grand Prairie, Texas (193,837)	

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 4

### System Implementation Clients

- City of Grants Pass, Oregon (35,000)
- City of Homestead, Florida (65,000)
- City of Independence, Missouri (117,000)
- City of Irving, Texas (230,000)
- City of Long Beach, California (470,000)
- City of Manassas, Virginia (37,000)
- City of Medicine Hat, Alberta (61,000)
- City of Mesquite, Texas (134,000)
- City of Midland, Texas (119,000)
- City of Ormond Beach, Florida (42,000)
- City of Oxnard, California (210,000)
- Outagamie County, Wisconsin (184,000)
- Pitkin County, Colorado (18,000)
- Round Rock Independ School District, Texas (48,000 students)
- Saginaw County, Michigan (191,000)
- Scott County, Iowa (166,000)
- Town of Greenwich, Connecticut (62,000)
- Town of Lisbon, Maine (9,000)
- Village of Oak Park, Illinois (52,000)
- Washington County, Minnesota (252,000)
- Washtenaw County, Michigan (350,000)

## Our Approach

### Project Management Approach

To help ensure that project objectives are met and conducted in a timely manner, each of our projects is led by an experienced project manager who understands and utilizes best practices. Our Government Consulting Group employs project management best practices from the Project Management Institute's (PMI®) Project Management Body of Knowledge (PMBOK®), Version 6.

### Integrated Change Management Methodology

Stakeholders' willingness to adopt new processes and tools plays a significant role in the success—or failure—of a new system. BerryDunn has observed resistance to change in virtually all of our engagements, and we will work with you to proactively address resistance by:

- Engaging stakeholders at the right level throughout the project—from initial planning through implementation—to build understanding for the need for change and gain support from the people who will be using the future solutions, and who are most familiar with current processes
- Developing and executing a Communications Plan that considers the information needs of each stakeholder group
- Documenting business processes, and working with stakeholders to understand how their work will be performed in the future environment
- Monitoring training activities to help ensure that users will be prepared on day one

We have adopted the Prosci® change management methodology and trained **over 100 consultants to become Prosci® Certified Change Practitioners (CCPs)**. A central focus of the Prosci change management approach is the belief that, in order for change to work in an organization, individuals must be willing to change and understand change.

Consistent with the Prosci® methodology, the Village can expect our change management approach to involve three stages:

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 5

**1. Preparing for Change**

*Developing of change management strategies, based on input from the Village's stakeholders on the existing environment.*

**2. Managing Change**

*Overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.*

**3. Reinforcing Change**

*Evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.*

## Proposed Project Work Plan

### Overview

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike, and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

The overarching benefits the Village can expect of our approach include:

- A methodology based on our extensive experience conducting similar projects
- Quality assurance processes that incorporate Village review and approval of all deliverables and key milestones
- Regular stakeholder involvement, to promote an efficient transition to live operations, and for longer term buy-in and system utilization
- Built-in project management and change management best practices—focused on keeping the project on time and on budget, and progressing at a healthy pace—for Village stakeholders to understand why and how the new system will improve current processes.

### Details

Below and on the following pages, we provide a detailed account of our work plan intended to achieve the goals and objectives of this initiative. We are flexible in the level of involvement we have in the Village's ERP system implementation and would welcome discussion in helping the Village decide which level of involvement is the right fit for its needs.

#### Phase 1. Planning and Initiation

**1.1 Develop a Project Charter.** Based on our initial project planning discussions, we will draft a Project Charter that encompasses the full scope of the Village's implementation. This governance document will include a change management plan, stakeholder register, communication plan, risk and issues register, and status report templates.

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 6

## Phase 1. Planning and Initiation

We will provide the Project Charter in draft version to the Village and facilitate a remote session with the Village project management team (PMT) to discuss the documents and collect feedback. We will then update the documents and submit them to the Village in final form.

### *Deliverable 1 – Project Charter*

**1.2 Review the Vendor Implementation Plans.** We will provide an in-depth review of the vendor's implementation plans including the Management Plan and Project Plan. We will discuss our recommended changes and considerations with the Village's PMT before communicating requested changes to the vendor. The goal is to collaboratively discuss preferred changes based upon the Village's, vendor's, and BerryDunn's collective experience and perspective for the most advantageous end products.

### *Deliverable 2 – Project Plan Review*

**1.3 Develop Project Management Documents.** Following the review of the vendor's plans, we will develop any necessary supplemental materials we believe to be critical to the Village's implementation. These might include further definition of stakeholders, risk management, project documentation, and other items. The particular content areas will be determined by what is included in the vendor's plans, with the goal of removing any redundancy that might cause confusion to project stakeholders. This documentation will be reviewed and confirmed with the Village's PMT before being put into use.

### *Deliverable 3 – Project Management Documents*

## Phase 2. Implementation Assistance

One of the keys to project success is enabling the Village's teams to take on appropriate roles and responsibilities and to make informed decisions for both implementation and long-term operational success and ownership of the software.

Throughout the implementation, we will bring our prior implementation and local government experience to provide a forward-looking perspective, reduce risk, and promote the achievement of the goals and objectives for the project. We anticipate being involved in the following key project management or oversight activities of the implementation, **depending on the Village's desired level of involvement**, as shown in Table 2.

*Table 2: Implementation Project Management Activities*

No	Key Implementation Activity
1	Reviewing the Project Plan and Schedule in conjunction with other PMT members
2	Reviewing the project scope, deliverables, and timeline with other PMT members

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 7

No	Key Implementation Activity
3	Helping to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track
4	Coordinating project tasks with assistance from other PMT members
5	Participating in an implementation kick-off meeting
6	Holding monthly meetings with the Village's Executive Committee to update project status, and to research a verdict on any escalated process decisions that need to be made
7	Facilitating collaboration between the vendor and Village technical resource teams to promote a high-performing and highly available deployment.
8	Facilitating the Village staff's development of workflow processes for each department
9	Facilitating the data conversion process with the vendor and Village staff
10	Facilitating the development of software interfaces/integrations with the vendor and Village staff
11	Working with the vendor and Village staff and helping to ensure vendor accountability by: <ul style="list-style-type: none"> <li>• Identifying any opportunities to leverage technical enhancements to improve the products and services delivered to the Village</li> <li>• Facilitating the gathering and sharing of any technical information requested by the vendor</li> </ul>
12	Providing risk management, including the following: <ul style="list-style-type: none"> <li>• Identifying project risks</li> <li>• Developing mitigation strategies</li> <li>• Communicating project risks to Village and vendor staff</li> <li>• Assigning key activities to mitigate or resolve project risks</li> </ul>
13	Providing weekly or biweekly tracking of the following: <ul style="list-style-type: none"> <li>• Reporting of project risks and issues</li> <li>• Recently completed tasks and upcoming project activities</li> </ul>
<i>Deliverable 5 – Implementation Activities</i>	
15	Managing the UAT process, including: <ul style="list-style-type: none"> <li>• Reviewing the vendor's test plan and any applicable test scripts</li> <li>• Providing on-site or remote assessment of testing activities</li> <li>• Providing recommendations for modifications to the testing plan to increase the likelihood of success</li> <li>• Directing Village staff in the development of tailored test scripts</li> <li>• Managing logistics related to scheduling UAT activities</li> <li>• Providing analysis of test results</li> <li>• Overseeing regression testing and required configuration changes</li> </ul>
<i>Deliverable 6 – UAT Oversight</i>	
16	Facilitating oversight of vendor training activities, including:

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 8

No	Key Implementation Activity
	<ul style="list-style-type: none"> <li>• Reviewing the vendor's training plan and training materials</li> <li>• Overseeing vendor training activities</li> <li>• Providing recommendations for modifications to the training delivery</li> <li>• Providing feedback on the vendor's training documentation</li> </ul>
<i>Deliverable 7 – Training Oversight</i>	
17	Performing a go-live readiness assessment by phase
<i>Deliverable 8 – Go-Live Readiness Assessment</i>	
18	Providing go-live support
19	Support post-production stabilization period
<i>Deliverable 9 – Cutover Planning Support</i>	

### Phase 3. Project Closeout

**3.1 Conduct a project closeout work session.** This work session will involve discussing lessons learned during the project, measuring achievement of project goals and objectives, discussing any implementation tasks remaining incomplete, and conducting transition planning for moving to long-term operation of the ERP system and associated policies and processes. All the items discussed will be documented in a Project Closeout Memo.

#### *Deliverable 10 – Project Closeout Memo*

## Expected Involvement

### Project Management Assistance Service Options

Below we describe two BerryDunn service levels for the Village to consider for its upcoming ERP system implementation. We welcome the opportunity to discuss these options in more detail with the Village to help you decide what level of involvement is most appropriate as it relates to resource availability, budget, and expertise needed. We are also willing to create a hybrid among options that is customized specifically to the Village's needs, should the Village desire to collaborate with us in further defining what assistance is needed for this initiative.

#### Project Oversight

With this level of service, the BerryDunn team will provide project oversight for the Village's project. In this role, BerryDunn will work closely with the Village's project manager to identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and assist with oversight of vendor activities. This level of service assumes the Village will provide its own full-time project manager and we will be an active member of the project management team.

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 9

### Full-Time Project Management

With this level of service, the BerryDunn team will act as project manager for the Village's project. In this role, BerryDunn will identify project risks and issues, monitor project activities, provide recommendations to mitigate risks, and lead the coordination of vendor activities. There will be minimal tasks owned by Village stakeholders. This level of service assumes the Village will provide a project management team that we will oversee.

## Project Cost Estimates

Table 3 presents the fees for our proposed work plan as it relates to desired level of BerryDunn involvement. We will not charge for time spent traveling, so these costs reflect only the time BerryDunn team members will be working of the Village's project. Also, in Table 4, we outline the items included in our travel expense line item.

Table 3: Project Cost

Description	Months	Units Per Month	Cost
<b>PROJECT OVERSIGHT</b>			
<b>Planning and Initiation</b>	1	80	\$15,600
<b>Implementation Management</b>	20	80	\$312,000
<b>Project Closeout</b>	1	40	\$7,800
<b>Travel Expense* (assumes 1 trip per month)</b>			\$26,026
<b>Part-Time Project Oversight Total</b>			<b>\$361,426</b>
<b>FULL-TIME PROJECT MANAGEMENT</b>			
<b>Planning and Initiation</b>	1	80	\$15,600
<b>Implementation Management</b>	20	130	\$507,000
<b>Project Closeout</b>	1	80	\$15,600
<b>Travel Expense* (assumes 2 trips per month)</b>			\$52,052
<b>Full-Time Project Management Total</b>			<b>\$590,252</b>

Table 4: Travel Estimate Details\*

Expense Category	Units	Price
<b>Airfare</b>	1 ticket	\$450
<b>Hotel</b>	3 nights	\$288
<b>Ground Transportation</b>	3 days	\$225
<b>Meal</b>	4 meals	\$220
<b>Per Trip Total</b>		<b>\$1,183</b>

Ms. Megan Miles, Assistant to the Village Manager  
January 13, 2021 | Page 10

## Why Berrydunn?

As you consider your options for this next step, we ask that the Village consider BerryDunn's key attributes that follow:

- **We have prior experience working for the Village.** We have had the privilege of getting to know the Village through our involvement in its ERP system selection project. This prior experience serving the Village equips us with lessons learned and an in-depth understanding its governmental structure and reporting requirements, helping to ensure that we are able to conduct the Village's project efficiently and effectively.
- **We have experience with the ERP solutions the Village is likely to consider.** Our team has experience with nearly all ERP systems, including those the Village is likely to consider such as Cayenta, CityView, and Tyler Technologies. Additionally, we are independent from the vendor community, allowing us to provide independent advisory and implementation services. We will leverage our background to provide the Village unbiased guidance with the most benefit and in the Village's best interests at all times.
- **We have extensive functional area knowledge.** The Village will benefit from our extensive functional area knowledge as it relates to its current processes and future needs. We will contribute this knowledge when analyzing your processes in order to conduct the project efficiently and effectively. Additionally, we will contribute this knowledge during implementation project management activities, using lessons learned and our in-depth understanding to help ensure that the implementation results in optimal success.
- **Our integrated project management and change management methodologies provide opportunities to provide input, build support, and promote buy-in for the project.** Our project management approach is derived from established project management methodologies and best practices as defined by the Project Management Institute® (PMI®), as well as inputs from Agile and Lean principles. In addition, we know the important role organizational change management plays in ERP system selection and implementation processes. Therefore, we integrate a disciplined change management approach to our work—using Prosci®'s change management methodology as a foundation. This integration will help ensure the Village's stakeholders have opportunities to provide input, build support, and promote buy-in for all decisions.

Should you have any questions regarding the services BerryDunn can provide or wish to discuss your goals and objectives with us in more detail, please do not hesitate to contact me directly. We look forward to learning how we can help the Village achieve its goals and objectives for this important initiative.

Sincerely,



**Seth Hedstrom, PMP®, LSSGB | Principal**  
Local Government Consulting Practice Area  
t/f: 207-541-2212 | e: shedstrom@berrydunn.com