

Amendment No. 2
AGREEMENT FOR CONSULTING SERVICES

This Amendment No. 2 to Contract No. 1718-110 is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and Sciens LLC, (hereinafter referred to as CONSULTANT) is hereby amended as set forth below.

WITNESSETH:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the CITY contracted for the performance of certain services from CONSULTANT in Contract No. K-1718-110 to assist with the implementation, testing, and final acceptance of applications for City use.

WHEREAS, the Agreement was for 40 months and a total of \$323,040.00.

WHEREAS, additional services were required by the CITY from the CONSULTANT necessitating an Amendment amending the scope of services in May, 2021 for a price increase of \$45,770.00.

WHEREAS, use of remote data conversion, configuration, testing and user training inefficiencies caused by COVID-19 has led to a six-month delay in deployment of the Utility Billing System; and development of a new Utility Billing/Asset Management System interface has allowed the CITY to consolidate all of their operations into a single work order process that is integrated with the new Munis ERP system leading to the need for additional work by CONSULTANT on the Community Development system and a price increase of \$36,800, for a new contract price of \$405,610.00.

WHEREAS, review of the Agreement has led the CITY and CONSULTANT to agree to revise clauses 33 and 34 as set out below.

NOW, THEREFORE, the parties desire to amend Contract No. K-1718-100 as follows:

1. The Project shall be amended to allow the CONSULTANT an additional 12-month, 160-hours of work at a cost of \$36,800, to assist the CITY in reviewing:
 - Vendor Discovery Document
 - Assist in determining which processes can be included in the vendor SOW, which ones will require customizations and the impacts to business practices and policies;
 - Data Conversion Strategies
 - Sources of the data and the impacts of various data conversion strategies on staffing and timelines
 - Systems Integration
 - Multi Systems cutover planning to include citizen facing systems (e.g. portal, MyCivic, IVR) and internal (e.g. GIS, Munis, EAM)
 - On-Going vendor status

2. Clause 33. Arbitration in Contract K-1718-110 shall be amended to read:
33. Disputes Consultant and City agree that in the event of any dispute with regard to the provisions of this Agreement, the services rendered or the amount of Consultant's compensation, the dispute will be reviewed by a senior member each party's administrative staff and if after a reasonable time a resolution cannot be reached by the parties then either party may file an action in the Court system with jurisdiction over the matter located within the state of Oklahoma and such action shall be governed by and construed in accordance with the laws of the State of Oklahoma without reference to its conflicts of law provisions.
3. Clause 34. Expenses of Enforcement in Contract K-1718-110 shall be amended to read:
34. Expenses of Enforcement Consultant and City agree that the prevailing party may collect any court ordered reasonable costs, attorney's fees and expenses in any dispute involving the terms and conditions of the Agreement.

All other terms and conditions set forth in Contract No. K-1718-110 shall remain the same and unaltered by this Amendment No. 2 for the duration of this AGREEMENT.

IN WITNESS THEREOF, CITY and CONTRACTOR have executed this Amendment No. 2 to Contract No. K-1718-110.

DATED this _____ day of _____, 2022.

CITY OF NORMAN, OKLAHOMA

By: _____

Mayor Breea Clark

ATTEST:

City Clerk

Approved as to form and legality this _____ day of _____, 2022.

Office of the City Attorney


SCIENS LLC
(Consultant)

By:  _____

Name: Ernest Pages _____

Title: Partner _____

ATTEST:

By:  _____

Name: Steven Barcey _____

Title: Senior Consultant _____