

**FIRST AMENDMENT  
COOPERATIVE PURCHASE CONTRACT**

Contract No. TER-2025-292

This First Amendment by and between the City of Flagstaff, a political subdivision of the State of Arizona, and MSS Business Transformation Advisory, Inc., an Arizona corporation (“Contractor”) shall be effective as of the date of the last signature below. The City and Contractor may be referred to as “Party” or jointly as “Parties.”

**RECITALS**

**WHEREAS**, effective May 6, 2026, the City and Contractor entered a Cooperative Purchase Contract under the terms and provisions of Maricopa County Agency Contract - 240024-RFP with the intent of establishing a Master Consulting Contract and reconciling past consulting work; and

**WHEREAS**, the Parties desire to update the Master Consulting Contract to identify future consulting projects at an additional cost of \$1,617,900 by adopting this First Amendment to the Cooperative Purchase Contract.

**AGREEMENT**

**NOW, THEREFORE**, effective on the last date of execution, and in consideration for the mutual promises contained herein, the Parties agree as follows. Deleted text is shown with a ~~strike through~~ and new text is **BOLDED, ALL CAPS AND RED**).

1. Amendments

Take original contract and copy the exact language.

1.1 Paragraph 1 - Amendment of Materials and/or Services Purchased

The Parties hereby amend the Scope of Work to include the Statement of Work # COFMSS0501, attached to this First Amendment as Exhibit A.

1.2 Paragraph 3 - Amendment of Compensation

The Parties hereby amend and restate Paragraph 3.1 to read as follows:

Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed ~~one hundred thirty-three thousand dollars and zero cents (\$133,000.00)~~, annually **ONE MILLION SEVEN HUNDRED FIFTY THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$1,750,900.00)**, including fees and taxes; made in accordance with the price list and terms set forth in the Agency Contract.

2. General Terms

1. All other terms and conditions of the Contract, and any prior amendments, except to the extent amended herein, remain in full force and effect.
2. The Recitals included in this First Amendment are incorporated herein.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the date hereinbefore indicated.

CONTRACTOR

CITY OF FLAGSTAFF

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**FULL NAME**

\_\_\_\_\_  
**FULL NAME**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATED SIGNED**

\_\_\_\_\_  
**DATED SIGNED**

ATTEST:

\_\_\_\_\_  
**SIGNATURE**

Stacy Saltzburg

\_\_\_\_\_  
**FULL NAME**

City Clerk

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATED SIGNED**

APPROVED AS TO FORM:

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**FULL NAME**

City Attorney's Office

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE SIGNED**

## Exhibits List

A - Exhibit A - Scope of Work - May 14, 2026 COFMSS0501

**Exhibit A**

Exhibit A - Scope of Work - May 14, 2026

COFMSS0501

**Statement of Work # COFMSS0501  
Under Strategic Consulting Services Contract (240024-RFP)  
Statement of Work for City of Flagstaff Modernization Initiative**

## 1. Background and Purpose

The City of Flagstaff is continuing its strategic modernization efforts across multiple critical operational and public safety platforms. This Statement of Work (SOW) establishes program management, advisory, procurement, implementation oversight, and delivery support services for three initiatives: ERP Modernization, Community Development Modernization, and CAD/RMS implementation. The intent of this engagement is to provide structured leadership, delivery oversight, stakeholder coordination, procurement support, implementation governance, and risk management across all three initiatives while aligning schedules, staffing, and organizational capacity constraints across the broader modernization portfolio.

## 2. Program Objectives

- Support the City through the successful selection, contracting, and implementation of a modern ERP platform.
- Support modernization of Community Development systems and related operational processes.
- Provide implementation oversight, coordination, and project management support for the CAD/RMS initiative.
- Coordinate schedules, resources, governance, vendor activities, and stakeholder engagement across the modernization portfolio.
- Provide experienced consulting leadership to reduce delivery risk, improve decision-making, and support organizational readiness throughout implementation.

## 3. Scope of Services

### Initiative 1 – ERP Modernization

**Overall Estimated Timeline:** May 2026 – May 2028

#### Key Phases

Phase	Timeline
Selection Phase	May 2026 – November 2026
Contract Negotiation and Finalization	December 2026
Implementation Phase	January 2027 – May 2028

#### Key Activities and Deliverables

- Program and project management leadership
- Requirements validation and procurement support
- Vendor evaluation facilitation and selection support
- Contract review coordination and implementation readiness planning
- Implementation governance, risk management, and stakeholder coordination
- Executive reporting and delivery oversight

## Initiative 2 – Community Development Modernization

**Overall Estimated Timeline:** August 2026 – September 2027

### Key Phases

Phase	Timeline
Selection Phase	August 2026 – November 2026
Contract Negotiation and Finalization	December 2026
Implementation Phase	January 2027 – September 2027

### Key Activities and Deliverables

- Project management and modernization advisory support
- Business process alignment and requirements coordination
- Vendor procurement and evaluation support
- Implementation planning and governance
- Stakeholder engagement and status reporting
- Implementation oversight and risk management

## Initiative 3 – CAD/RMS Implementation Support

**Overall Estimated Timeline:** May 2026 – September 2027

### Key Phases

Phase	Timeline
Contracting and Implementation Preparation	May 2026 – June 2026
Implementation Phase	July 2026 – September 2027

### Key Activities and Deliverables

- Implementation project management support
- Vendor coordination and implementation governance
- Issue escalation and risk management
- Stakeholder communication and reporting
- Implementation readiness coordination
- Executive advisory support

## 4. Staffing and Resource Model

The following staffing model is anticipated for the duration of the engagement. Actual utilization may vary based on project phase, implementation activity, and City priorities.

Role	Primary Focus	Estimated Monthly Allocation	Program Timing
Principal	Executive advisory and program oversight	\$1,650	May 2026 – May 2028
CAD/RMS PM (Senior Consultant)	CAD/RMS implementation leadership	\$30,000	May 2026 – September 2027
ERP PM (Senior Consultant)	ERP modernization leadership	\$30,000	May 2026 – May 2028

Community Development PM (Senior Consultant)	Community Development modernization leadership	\$15,000	August 2026 – September 2027
Flex Resource (Senior Consultant)	Flexible project delivery and implementation support	\$15,000	May 2026 – September 2026

## 5. Estimated Program Timeline

The modernization program is structured to stagger selection and implementation activities across the three initiatives in order to balance organizational capacity, reduce delivery risk, and optimize consultant utilization.

Initiative	Start Date	End Date	Duration
ERP Modernization	May 2026	May 2028	25 Months
Community Development Modernization	August 2026	September 2027	14 Months
CAD/RMS Implementation	May 2026	September 2027	17 Months

## 6. Cost and Payment Structure

Services under this SOW will be provided on a Time and Materials basis utilizing the staffing model and estimated allocations outlined below. Monthly actuals may vary based on project activity, City priorities, and implementation schedules.

Cost Category	Estimated Monthly Amount	Estimated Program Total
Base Monthly Program Cost	\$76,650	
Peak Monthly Program Cost (during overlapping implementation activity)	\$91,650	
Estimated Total Program Cost		\$1,617,900

Invoices will be submitted bi-monthly based on actual services performed and approved expenses, if applicable, in accordance with the governing contract terms.

### Project Extension Pricing

The following extension pricing is provided for budgeting and planning purposes should the City elect to extend support services beyond the currently estimated project completion dates. Extension pricing assumes continuation of the current staffing model and would also need to include ongoing Principal advisory support at \$1,650 per month (unless already covered in original scope/term).

Initiative	Estimated Monthly Extension Cost	3-Month Extension Total	Extension Assumptions
ERP Modernization	\$30,000	\$90,000	ERP PM

Community Development Modernization	\$15,000	\$45,000	Community Development PM
CAD/RMS Implementation	\$30,000	\$90,000	CAD/RMS PM

## 7. Assumptions and Dependencies

- The City will provide timely access to stakeholders, systems, documentation, and decision-makers.
- Project schedules may be adjusted based on procurement timelines, vendor availability, and organizational priorities.
- Implementation schedules and consultant allocations may shift based on vendor delivery timelines and City-directed priorities.
- This SOW assumes the City will maintain dedicated internal project participation throughout the engagement.
- Travel expenses, if required and approved, will be invoiced in accordance with contract terms.

## Master Agreement Governs

The City of Flagstaff (City) acknowledges and agrees that the obligations of the City under this Change Order are subject to the terms of the Strategic Consulting Services Contract (240024-RFP) dated 02/28/2024 between MSS Business Transformation Advisory, Inc. and Maricopa County, a political subdivision of the State of Arizona, as applicable to City cooperative use.

**Agreed to by:**

**MSS Business Transformation Advisory, Inc.**

7250 N 16<sup>th</sup> Street, Suite 310  
Phoenix, AZ 85020

**City of Flagstaff**

\_\_\_\_\_  
Authorized Signature

Keith Latchaw

Name - type or print

\_\_\_\_\_  
President & CEO

Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name - type or print

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Billing Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Purchase Order Number:** \_\_\_\_\_

(If Applicable)