TECHOTECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT

COMPUTRONIX (U.S.A.), INC.

Phase 3 Implementation – Planning and GIS Updates

THIS TECHNOLOGY IMPLEMENTATION SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2023 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and COMPUTRONIX (U.S.A.), INC., a Colorado stock corporation, authorized to do business in California ("Vendor").

1. **Scope of Services**. City agrees to retain and does hereby retain Vendor and Vendor agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Phase 3 Implementation – Planning and GIS Updates ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until December 31, 2023, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. Vendor shall perform the Services under this Agreement for Three Hundred Thirty Thousand Dollars ($330,000), payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City	To Vendor
Innovation & Technology Department City of Riverside Attn: Steve Coffey 3900 Main Street Riverside, CA 92522	Computronix (U.S.A.), Inc. Attn: Dave Den Otter 3900 S. Wadsworth Blvd., Suite 510 Lakewood, CO 80235

5. **Prevailing Wage**. If applicable, Vendor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Vendor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Vendor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Vendor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Vendor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Vendor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Vendor, and Vendor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Vendor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Vendor, or to Vendor's employees, subcontractors and agents. Vendor, as an independent contractor, shall be responsible for any and all taxes that apply to Vendor as an employer.

11. **Indemnification.**

11.1 **Defense Obligation**. Vendor agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Vendor, or of anyone employed by or working under the Vendor, or 2) any breach of the Agreement by the Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of Vendor's Services under this Agreement.

11.2 **Indemnity**. Except as to the sole negligence or willful misconduct of the City, Vendor agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Vendor, or anyone employed by or working under the Vendor or for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Vendor or anyone employed or working under the Vendor.

11.3 **Liability.**

11.3.1. **Limitation of Liability**. Neither the City nor Vendor, its partners, principals, or employees shall be liable for more than the total value of this Agreement for any actions, damages, claims, liabilities, costs, expenses, or losses that, in any way, arise out of or relating to the delivery of the Services provided hereunder. In no event shall the City, or Vendor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive or exemplary damages, costs, expenses, or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort (including, without limitation, negligence) or otherwise, except as to willful misconduct or deliberate malfeasance.

11.3.2. **Cumulative Liability**. If the Services described herein cause the City's POSSE system to become inoperable or unusable, Parties understand that the Vendor's liability shall include the liability provided hereunder as well as the liability

provided under other existing agreements between the City and Computronix.

12. **Insurance**.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, and as amended, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Vendor's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Vendor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Vendor pursuant to this Agreement are adequate to protect Vendor. If Vendor believes that any required insurance coverage is inadequate, Vendor will obtain such additional insurance coverage as Vendor deems adequate, at Vendor's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Vendor certifies that Vendor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Vendor shall carry the insurance or provide for self-insurance required by California law to protect said Vendor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Vendor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Vendor is self-insured for such coverage, or 2) a certified statement that Vendor has no employees, and acknowledging that if Vendor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Vendor against damages for personal injury, including accidental death, as

well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Vendor. The City, and its officers, employees and agents, shall be named as additional insureds under the Vendor's insurance policies.

12.3.1 Vendor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Vendor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of Vendor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Vendor's performance of this Agreement, which vehicles shall include, but are not limited to, Vendor owned vehicles, Vendor leased vehicles, Vendor's employee vehicles, non-Vendor owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Vendors, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a "claims made" basis, the certificate should so specify, and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Vendor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Vendor's activities.

12.5 **Subcontractors' Insurance.** Vendor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Vendor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Vendor understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Vendors.** City reserves the right to employ other Vendors in connection with the Project. If the City is required to employ another Vendor to complete Vendor's work, due to the failure of the Vendor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Vendor.

16. **Accounting Records.** Vendor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor, except as otherwise directed by City's Contract Administrator. Nothing furnished to Vendor which is otherwise known to the Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Vendor shall be and remain the property of City.

Vendor shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Vendor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Vendor assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense. Vendor agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Vendor, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Vendor further warrants that neither Vendor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Vendor will file with the City an affidavit disclosing any such interest.

21. **Solicitation**. Vendor warrants that Vendor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Vendor only for the value of work Vendor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Vendor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws**. Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of services by Vendor pursuant to this Agreement. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Vendor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Vendor and City.

25. **Termination**. City, by notifying Vendor in writing, shall have the right to terminate any or all of Vendor's services and work covered by this Agreement at any time. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Vendor thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Vendor, in the event:

25.2.1 Vendor substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets**. Vendor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Vendor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Vendor. Notice of such withholding and offset, shall promptly be given to Vendor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Vendor and its permitted successors and assigns, and shall not be assigned by Vendor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination**. During Vendor's performance of this Agreement, Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the

procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Vendor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation**. City and Vendor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Vendor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:

By: _____
Anthony L. Beaumon
Senior Deputy City Attorney

COMPUTRONIX (U.S.A.), INC., a Colorado stock corporation, authorized to do business in California

By: _____

David den Otter
[Printed Name]

President
[Title]

By: _____

Joel George
[Printed Name]

Assistant Treasurer
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

COMPUTRONIX®

Statement of Work

City of Riverside

Planning and GIS updates

Feburary 02, 2023

This proposal will be valid through January 31, 2023

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Version	Notes	Author	Date
1.0	Initial Draft	Ken Hogan	05/20/2022
2.0	Final	Ken Hogan	07/21/2022
2.1	Final draft with updates	Ken Hogan	10/28/22
2.2	Final updates with requirement priorities included	Chris Stolte	11/8/2022
2.3	Final pricing	Ken Hogan	12/20/2022
3.0	Minor changes to wording – Ken and Steve	Ken Hogan	01/06/2023
3.1	Minor updates	Ken Hogan	01/11/2023
4.0	Minor pricing update	Ken Hogan	02/02/2023

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Section 1.0 General Statement and Agreement

This Statement of Work (hereinafter called "SOW") is issued pursuant to the Computronix Master Services Agreement (the "Agreement") between the City of Riverside ("City") and Computronix (U.S.A.) Inc. ("Computronix"). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of the Agreement shall govern and prevail.

This SOW is entered into by and between Computronix and the City, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence upon execution of this SOW and is planned for up to a 9 month project duration. This timeline will be finalized throughout the project as the requirements and design are defined, validated and incorporated into the scope of the project.

Validity, Currency and Shipping

The provided prices and quotation details are subject to change if the City does not provide response on or before January 31, 2023. The City will provide a signed copy of the Statement of Work. All quoted prices are in US dollars.

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Section 2.0 Computronix Contact Information

Computronix Account Manager:

Lori Bluemel Phone: 1-720.962-6300 x1152 Cell: 720.962-1555

Email: lori.bluemel@computronix.com

Computronix Operations Manager:

Chris Stolte, Phone: 587-525-5320, Cell: 780-233-1287

Email: chris.stolte@computronix.com

Computronix Project Manager:

Ken Hogan, Phone: 587-525-5426, Cell: 780-668-2064

Email: ken.hogan@computronix.com

Computronix Contact Information:

Mailing Address:

Computronix (U.S.A) LLC.
3900 S. Wadsworth Blvd
Lakewood, CO 80235
Canada T5S 2G2

Switchboard:
800-359-3758 – Toll Free
720.926.6300 – Local

855-949-0349 – Fax

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Section 3.0 Background

Project Overview

The City of Riverside implemented the POSSE LMS Planning module, using the Out of the Box workflows. The staff have had a chance to use the software and have some requests to streamline the workflows to increase staff efficiencies. Ultimately, the goal is to streamline the Housing Elements related to POSSE workflows and electronic document submission functionality.

This project's objectives are listed from the LEAP and SB2 Grant Funds – e-Plan submission and are distilled in the following 4 points:

1. The LEAP and SB2 grant funding would be used to update the City Planning Division ePlan submission capabilities to expedite and streamline the entitlement process. Using the City's current permitting software (POSSE), workflows would be reviewed and modified if necessary, for Planning Entitlements including Conditional Use Permits, Minor Conditional Use Permits, Variances, Design Review, General Plan Amendments, Rezoning, Specific Plan Amendment, etc. to allow applicants to submit plans and payment on-line to help streamline the process.
2. Additional funding was secured to integrate planning data into a GIS Dashboard. This work would best be done together as they are dependent. However, the work should be invoiced separately, as the grants are different.
3. Tasks to be completed include evaluate current workflows, identify barriers to expedited review process, establish more streamlined process, develop the software, test the software and launch to the public.
4. Implementation would be by Planning staff once the project goes through User Acceptance Training and public launching of the electronic document submission via the Customer portal.

e-Plan submission is defined as the ability of the applicant to attach and submit plans electronically.

Assumptions

1. The City of Riverside is responsible for confirming the project deliverables meet the LEAP and SB2 Grant requirements and justifying the grant dollar usage and value.
2. The work done for the GIS work will be tracked and billed separately from the Planning workflow enhancements.
3. Workflow status changes will be heavily scrutinized, as changes to the workflow status could affect existing jobs and become more costly.
4. A visible leader will support these changes and drive staff system and process changes.
    - Organizational Change Management will be addressed by the City.
5. The specific scope of the project has been defined and prioritized by the City through joint working sessions with Computronix who has provided high-level estimates. Further refining of the estimates will occur during the design phase of this project and some adjusting of scope may be necessary (although not expected) as more detailed work on each scope item is completed.

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Section 4.0 Project Scope

Overview of Scope and Project Approach

Scope of Enhancement to the existing Planning module

- The Computronix team will work with the Riverside team to improve the speed of the housing approvals.

Scope of Enhancement to the Riverside POSSE/GIS Interface

- The goal is to provide required Planning related data (stored in POSSE) through an interface from POSSE to the Riverside GIS system. It is expected that the Riverside team will work with the Computronix team to build out the interface. Once the interface is functioning, the Riverside team will build a public facing dashboard.

See Section 9 for the list of High-Level Requirements

Project Approach

The approach to this project is to work on the highest priority items first, delivering groups of functionality in a series of planned releases. This was kicked off with a number of analysis meetings in which Computronix and Riverside teams worked together to define the high-level business requirements. As these requirements were documented and agreed to, a picture of the priority enhancements has emerged. The next steps are to engage in detailed analysis and design processes such that the City and Computronix come to a clear understanding of what and how the high-level requirements will be satisfied. At the point that the City agrees to the proposed design, Computronix will provide updated estimates to complete the work on each enhancement and seek approval to proceed from the City Project Manager. When approval is received, Computronix will begin to configure and develop the enhancements, keeping the City SMEs involved in the process so that minor adjustments can be made prior to delivery for final testing.

As this project from detailed analysis and design to implementation is to be conducted on a time and materials basis, Computronix will provide bi-weekly status updates on the time spent to date, budget used and remaining budget. This will give the city clarity on any adjustments to scope, responsibilities, road blocks and expectations that need to be managed or modified based on the then current data.

Expected Riverside Responsibilities

The City of Riverside will:

1. Provide timely review and approval of Computronix design documents.
2. Work with Computronix to define and document release processes and plans for incremental delivery.
3. Review the high-level test scripts that have been provided by Computronix and use them to develop and review additional UAT test scripts prior to the start of UAT.

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4. Based off the CX provided design documentation, the Riverside team will deliver end user training for internal Riverside Staff prior to production roll-out. This includes any internal procedural changes that support the POSSE LMS software changes.
5. Once CX has completed the unit, cross and system testing within the development environment and has migrated the changes to the UAT environment user acceptance testing ("UAT") of the delivered Planning module enhancements will be performed by designated City of Riverside staff. UAT test scripts will be created and executed by designated City of Riverside staff.
6. Train the trainer training will be provided at the discretion of the Riverside project management team. Training will be completed prior to UAT and performed on a time and materials basis.
7. Notify external customers of the upcoming changes.
8. Build a publicly consumable GIS dashboard.

Warranty

Computronix does not provide warranty for any site-specific configuration developed using time and materials. However, Computronix does commit to providing post-implementation support and fixes, on a time and materials basis, utilizing the same Computronix staff, ensuring consistency, continuity and efficiency in addressing post-implementation support needs.

Out of Scope

1. The City IT staff will address any new reporting requests
2. The City is responsible for all user acceptance testing (UAT) including:
   - Test planning, test script authoring, testing, recording of results, determining the veracity of test results, and logging defects into the defect tracking system
3. POSSE Environment changes such as:
   - Upgrading Oracle or supporting the City's Oracle upgrade tasks with the exception of coordination activities.
   - Refresh of data in the Computronix or the City environment, except for the production support database which will be refreshed after the production upgrade.
   - Changes to servers or VM and no server migrations.
4. Any training environment or End User training. Riverside is responsible for providing the following for planning module enhancements:
   a. Supply of the Training environment containing the planning module enhancements and other in-scope system components. Any required training will be delivered by the Riverside team.

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Section 5.0 Location of Project Activities

Computronix will conduct all project activities remotely from its offices in Edmonton, Alberta, Canada.

All services described will be performed by Computronix in-house staff, no sub-contractors will be used to perform these services.

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Section 6.0 Project Cost Breakdown

Project Cost Breakdown

This project will be engaged on a time and material basis at a blended rate of $180/hour, except for the High Level Analysis already completed which will be invoiced on acceptance of this SOW and the issuance of the Riverside PO. Once the PO is issued, an invoice of $25,000.00 will be generated and the project will start.

Computronix will provide a monthly invoice at the end of each month for all time and materials work that has been completed in the month. All payments are due within 30 days of receipt of an invoice from Computronix. Total payable for professional services for this engagement is not to exceed $221,100 for the planning enhancements and $30,000.00 for the GIS related enhancements. As this SOW is structured as Time and Materials, activities in the Cost Summary table below may be less expensive than indicated if they take less time than planned, or more expensive if they take more time. Timely status reporting and regular communication of updated estimates of effort remaining will ensure that Riverside and Computronix make informed decisions on time expenditure throughout the project.

The following is a list of items planned for delivery by Computronix and inclusion in this project and the current high level cost estimates associated with each item:

Items to be delivered by Computronix		
Requirement #	Title	Cost Estimate
	High Level Analysis Completed (Fixed Price)	$25,000
PL-01	Combine Multiple Application Cases into a singular Case	$20,000
PL-04	Create a singular place for Planning Documents and Conditions	Covered in PL-01
PL-05	Singular display for fees and payments related to a project	Covered in PL-01
PL-06	Singular place to view the Job Status	Covered in PL-01
PL-08	Allow documentation to be added to a closed job	$2,000
PL-09	Updates to the GIS interface and dashboard	$8,000
PL-11	Support for the Housing Approvals Report	Covered in PL-09
PL-12	Support for the Annual Progress Report	$5,000
PL-14	Maintain Planning Subtypes	$4,000
PL-16	Allow users to specify if application documents are provided over the counter	$5,100
PL-19	Linking Conditions to the Parcel	$22,000
PL-21	Track meeting dates	$12,500
PL-26	Update Responsible Planner and Supervisor	$10,000

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Items to be delivered by Computronix		
Require-ment #	**Title**	**Cost Estimate**
PL-27	Update the Subtype functionality	$4,000
PL-28	Tracking the final approval method	$17,000
PL-30	Allow workflow steps to be skipped	$20,000
PL-31	New jobs on the Customer Portal	$2,000
PL-32	Ability to search by APN	$11,000
PL-33	Customer Portal Show More Functionality	$2,000
PL-34	Ability to submit additional documents to an in-progress planning case	$19,000
PL-35	Update details shown on Planning Application Details tab.	$32,000
PL-36	Create a read only role to give to other areas.	$1,000
PL-38	Searching by Map	$4,400
PL-41	Updates to the Job Description	$3,000
PL-42	Trigger conditions based on a subtype	$ 10,000
PL-43	Require an Address or Parcel reference when creating a planning case	$ 8,000
	Contingency funding	$79,010
Subtotal		**$326,010**
Items to be delivered by City staff with support from Computronix		
PL-10	Support a GIS Dashboard Update	0
PL-13	Allow Historicity to be tracked on Planning jobs	$770
PL-15	Allow a Specific Location to be selected	$1,930
PL-25	Remove Contractor Functionality	$1,290
CX support effort Subtotal		**$3,990**
Grand Total		**$330,000**

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Section 7.0 Progress Report Requirements

Not less frequently than once in every month, Computronix shall submit invoices and/or itemized work documents to the City. The itemized work documents shall include the following information:

Names of Consultant personnel performing work

Dates of Project work

Description of the Project work

Itemized costs set forth in this SOW, including identification of each employee who provided services during the period of the invoice and the number of hours for each such employee will be provided by the Computronix standard Time Detail Report.

The percentage of Project completed as well as total budget utilized will be provided with each set of invoices to allow the City's Project Manager to determine if Computronix is performing to expectations, is on schedule, is within funding limitations, and to also allow City's Project Manager to develop interim findings.

Incomplete or inaccurate invoices shall be returned to Computronix unapproved for correction.

All costs submitted to City must be specifically identified and supported with original receipts, invoices, or statements. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Section 6 of this Statement of Work.

By the twentieth day prior to the end of a new quarter (i.e., March 20, June 20, September 20), Computronix shall submit a Quarterly Report in a format reasonably acceptable to Riverside's Project Manager. The Quarterly Report shall include, in narrative form, a description of services performed by Computronix as well as progress toward completion of tasks related to the Project for the prior quarter.

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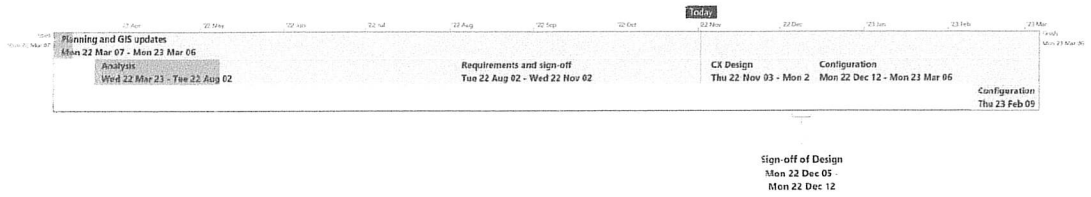
Section 8.0 Project Schedule

The period of performance of this project is approximately 9 months. The following is an example schedule which will be finalized with Riverside during the project planning stage of the project.



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Section 9.0 High-Level Requirements

Below is the list of items and their high-level requirements that are planned for implementation. The requirements have been divided into three categories: items to completed by Computronix, Items that will be completed by Riverside with support from Computronix, and items that will be considered for completion if time and budget allows.

1. Items to be completed by Computronix in priority order:

Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
1	**PL-01**	Combine Multiple Application Cases into a singular Case	per job type (development permit, general permit, rezoning, subdivision, and V&A)	The ability to combine multiple Application Case Sub-Types onto a singular Application Case, giving the user the ability to carry out the work related to one-or-more subtype at the same time.	Computronix will be adding the ability to select a primary sub-type, and then one-or-more secondary sub type on a single Application Case.
1	**PL-04**	Create a singular place for Planning Documents and Conditions	Covered in PL-01	Creation of a singular place to store the Planning Documents and Conditions that are currently stored on multiple application jobs.	Computronix will be updating the planning jobs to give the ability to create a singular planning job with one or more subtype. Using this functionality, the documents and conditions can be stored on one job and be used against multiple types.
1	**PL-05**	Singular display for fees and payments related to a project	Covered in PL-01	Creation of a singular place to display fees and related payments that are currently stored on multiple application jobs.	Computronix will be updating the planning jobs to give the ability to create a singular planning job with one or more subtype. Using this functionality, the fees and related payments can be stored on one job and be used against multiple types.
1	**PL-06**	Singular place to view the Job Status	Covered in PL-01	Ability to see the status of more than one Application Case in a project in a single location.	Computronix will be updating the planning jobs to give the ability to create a singular planning job with one or more subtype. Using this functionality, the statuses can be viewed on one job and be used against multiple types.

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Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
2	PL-08	Allow documentation to be added to a closed job	per job type	Update the Applications Cases to allow documents to be uploaded to a job that has been closed.	Computronix will update Planning Jobs to allow documents to be added to it, by staff, after it has closed.
1	PL-09	Updates to the GIS interface and dashboard	These fields exist in the GIS database. Updating parcel/address data.	The GIS system will be updated to show the following additional items on the dashboard: - Housing Element Sites - Accessory Dwelling Units - Affordable Housing - Housing Entitlement Projects	Computronix will update the existing GIS interface, making the request information available to the GIS layers.
1	PL-10	Support a GIS Dashboard Update	These fields exist in the GIS database. Updating parcel/address data.	Riverside would like to track the following details using a centralized dashboard: - How many affordable housing units are there - What is the status of the affordable housing unit - Where are affordable housing units located	Computronix will provide the data needed for the dashboard as per PL-09 and PL-12. We understand this PL-10 requirement to refer to building the dashboard itself, which is work the city will do, not Computronix. So there is nothing for Computronix to estimate here
1	PL-11	Support for the Housing Approvals Report	This is covered by the 2 rows above (PL-09 and PL-10)	Ability to pull data from LMS to generate a report showing the following: • Housing Element Site • Number of Affordable Units o Level of affordability § Low § Extremely Low § Moderate • Infill Development Site (Y/N)SB-35 or SB-330 Approval?	Based on the email sent by Matthew Taylor on 22/05/11, Computronix will add the appropriate fields and values to allow these values to be tracked and reported on.

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Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
1	PL-12	Support for the Annual Progress Report	Updating parcel/address data.	Record the following data and generate a spreadsheet based report from it. - Unit Category - Unit Tenure - Total Proposed Units - Approved Units - De-Approved Units - Affordability Level (recorded per unit) - Infill Units Y/N - Deed Restriction - Public Subsidy - Deed Restriction Permanent - Type of Deed Restriction - Demolish/Detroyed Units	Based on the email sent by Matthew Taylor on 22/05/11, Computronix will add the appropriate fields and values to allow these values to be tracked and reported on.
2	PL-14	Maintain Planning Subtypes	May need a data conversion script	Riverside would like to add additional Subtypes, and combine others into a singular type.	Computronix will support the work required to add these new types to the system.
3	PL-16	Allow users to specify if application documents are provided over the counter	per job type	When submitting a new application, staff would like the ability to flag if the documentation was provided over the counter. When provided over the counter, LMS will not require the Application Documents to be uploaded.	The ability to mark documents as having been provided over the counter will be provided. When marked as over the counter, the system will ignore the list of required application documents.
7	PL-19	Linking Conditions to the Parcel	This may only require getting a couple of the condition actions to work	Riverside would like the ability to tie conditions to a parcel, and then have them automatically populate on a permit taken out at that location.	Computronix will investigate the effort to add conditions to the parcel and have them trigger on the corresponding Permits.
7	PL-21	Track meeting dates	assuming we make changes and don't just provide training. Per job type	Riverside would like to be re-trained on how to use the meeting item functionality in LMS to record dates related to the CC, DRC and other meetings.	Computronix will train Riverside on how to use the meeting functionality and support the setup of the meeting item types.
1	PL-26	Update Responsible Planner and Supervisor	per job type	Change the point in workflow where the Responsible Planner and Supervisor are required.	Remove the need to have the Responsible Planner and Supervisor filled out at Completeness check.

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Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
2	PL-27	Update the Subtype functionality	per job type	Remove the lockout when a Subtype has been selected	The subtype is currently locked as soon as staff or the customer select one. This should remain unlocked until the Completeness Check has been done.
2	PL-28	Tracking the final approval method	Adding new outcomes. Per job type	Riverside would like to track how the Planning Case was completed, with the available options being; - DIRECTOR APPROVAL - DRC APPROVAL - CPC APPROVAL - CC APPROVAL - CHB APPROVAL - DENIED - APPEAL	A new list of values will be added on the Complete process. This list will allow the user to select a completion type, which will then be both searchable and reportable.
1	PL-30	Allow workflow steps to be skipped	Assumes we will change workflow on a couple of processes (outcomes leading to other processes)	Add new outcomes to the existing workflow, allowing staff to bypass steps such as the Referrals, Recordation and more.	Computronix will investigate the effort required to add additional outcomes to processes, allowing staff to bypass portions of the workflow as necessary.
1	PL-31	New jobs on the Customer Portal	This is just adding new menu items (assume 3)	Riverside would like to add additional planning workflows, from their existing list, to the Customer Portal for the public to use.	Once the final list of Planning Cases has been decided upon, Computronix will investigate the effort required to add these to the Customer Portal.
3	PL-32	Ability to search by APN	APN separate from address? (public and internal)	Riverside would like the ability to search for and then create a planning application by APN, and well as by Address.	Computronix will investiage the effort required to search by and create it by APN, and make the reference to an APN or Address Mandatory.
4	PL-33	Customer Portal Show More Functionality		Planning Jobs do not show up in the My Activities list unless the Show More link is clicked	Riverside would like the Planning Jobs to show up in the My Activities list in a similar fashion to how the permits do, and not require the customer to click the Show More button.

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Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
2	PL-34	Ability to submit additional documents to an in progress planning case	per job type	Allow additional documentation to be uploaded by the customer to an in progress planning case.	We need to know more about when and where, and what, within the workflow.
2	PL-35	Update details shown on Planning Application Details tab.		Riverside would like the details screen for a Planning Case on the Customer Portal to more closely resemble what is displayed for a permit.	We need to confirm what should be displayed before this can be estimated.
3	PL-36	Create a read only role to give to other areas.		Riverside would like to grant read only access to the Planning Applications to other departments, and needs a role to do so.	Computronix will create the role. What should the role be called?
6	PL-38	Searching by Map	Troubleshooting - just a guess	Riverside would like the ability to search for Planning jobs using the map.	We need to know more about what they would like to search for, and what the intended behavior afterwards is.
5	PL-41	Updates to the Job Description		Change the Job Description for each job to: Case #: Status (SUBTYPE) Address (Applicant)	Computronix will investigate the effort required to update the job description.
7	PL-42	Trigger conditions based on a subtype	The system must automatically create a condition on a planning case if a certain subtype is added.		Computronix will investigate the effort required to automatically create a condition on a planning case when a specific subtype is added.
1	PL-43	Require an Address or Parcel reference when creating a planning case	per job type	An Address or Parcel must be added when a planning case is created.	Computronix will make an Address or Parcel required when applying for a Planning job.

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2. Items to be completed by Riverside with technical support from Computronix

Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
	PL-13	Allow Historicity to be tracked on Planning jobs	Internal site only. Per job type	Riverside would like to have the Historicity drop down, currently on the Building Permits, added to the Planning Jobs.	Computronix recommends that City staff replicate the current Historicity function from the Building Permit onto the Planning Jobs.
	PL-15	Allow a Specific Location to be selected	per job type	Allow a "Specific Location" to be entered as a part of the selecting a parcel on the Planning Job.	Computronix recommends that City Staff replicate the Specific Location functionality from the Permit jobs onto the Planning Jobs.
	PL-25	Remove Contractor Functionality	6 per other job type (includes removing Professional section)	The City of Riverside is not using the Professionals/Contractor functionality on the Planning Jobs, and Riverside would like to have it removed.	Computronix will support City Staff as they undertake tasks designed to remove the Professionals/Contractor functionality on both the Staff and Customer Portals.

3. Items that might be included, if possible, and if budget allows.

Priority	Requirement #	Title	Assumption	Requirement	Response/Comments/Solution Assumptions
	PL-20	Tracking dates in LMS	per job type	Create new fields on the Planning jobs to track the following values; - Friendly Notice Date - Welcome Letter Date - Completion Date - Agency Notification Date	Computronix to investigate the location for these fields and the effort required to add them.

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EXHIBIT "B"

COMPENSATION

Section 6.0 Project Cost Breakdown

Project Cost Breakdown

This project will be engaged on a time and material basis at a blended rate of $180/hour, except for the High Level Analysis already completed which will be invoiced on acceptance of this SOW and the issuance of the Riverside PO. Once the PO is issued, an invoice of $25,000.00 will be generated and the project will start.

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Items to be delivered by Computronix		
Requirement #	**Title**	**Cost Estimate**
	High Level Analysis Completed (Fixed Price)	$25,000
PL-01	Combine Multiple Application Cases into a singular Case	$20,000
PL-04	Create a singular place for Planning Documents and Conditions	Covered in PL-01
PL-05	Singular display for fees and payments related to a project	Covered in PL-01
PL-06	Singular place to view the Job Status	Covered in PL-01
PL-08	Allow documentation to be added to a closed job	$2,000
PL-09	Updates to the GIS interface and dashboard	$8,000
PL-11	Support for the Housing Approvals Report	Covered in PL-09
PL-12	Support for the Annual Progress Report	$5,000
PL-14	Maintain Planning Subtypes	$4,000
PL-16	Allow users to specify if application documents are provided over the counter	$5,100
PL-19	Linking Conditions to the Parcel	$22,000
PL-21	Track meeting dates	$12,500
PL-26	Update Responsible Planner and Supervisor	$10,000

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Items to be delivered by Computronix		
Require-ment #	**Title**	**Cost Estimate**
PL-27	Update the Subtype functionality	$4,000
PL-28	Tracking the final approval method	$17,000
PL-30	Allow workflow steps to be skipped	$20,000
PL-31	New jobs on the Customer Portal	$2,000
PL-32	Ability to search by APN	$11,000
PL-33	Customer Portal Show More Functionality	$2,000
PL-34	Ability to submit additional documents to an in-progress planning case	$19,000
PL-35	Update details shown on Planning Application Details tab.	$32,000
PL-36	Create a read only role to give to other areas.	$1,000
PL-38	Searching by Map	$4,400
PL-41	Updates to the Job Description	$3,000
PL-42	Trigger conditions based on a subtype	$ 10,000
PL-43	Require an Address or Parcel reference when creating a planning case	$ 8,000
	Contingency funding	$79,010
Subtotal		**$326,010**
Items to be delivered by City staff with support from Computronix		
PL-10	Support a GIS Dashboard Update	0
PL-13	Allow Historicity to be tracked on Planning jobs	$770
PL-15	Allow a Specific Location to be selected	$1,930
PL-25	Remove Contractor Functionality	$1,290
CX support effort Subtotal		**$3,990**
Grand Total		**$330,000**

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EXHIBIT "C"

KEY PERSONNEL

Section 2.0 Computronix Contact Information

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