FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

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

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fourth Amendment"), is made and entered into this _____ day of _____, 20____ ("Effective Date"), between CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and COMPUTRONIX (U.S.A.), INC., a Colorado corporation authorized to do business in California ("Consultant"), collectively "Parties," on the terms conditions set forth below.

RECITALS

WHEREAS, on or about October 7, 2015, the Parties entered into a Professional Services Agreement ("Agreement), in the amount of $1,307,870, for services related to Permit Tracking Software, RFP 1470 ("Project");

WHEREAS, on or about April 18, 2017, the Parties entered into a First Amendment to Professional Services Agreement ("First Amendment"), to add additional services to the Agreement and increase the amount of compensation to $1,794,130;

WHEREAS, on or about June 11, 2018, the Parties entered into a Second Amendment to Professional Services Agreement ("Second Amendment"), to add additional services to the Agreement and increase the amount of compensation by $76,650;

WHEREAS, on or about February 12, 2019, the Parties entered into a Third Amendment to Professional Services Agreement ("Third Amendment"), to add additional services to the Agreement and increase the amount of compensation by $120,900; and

WHEREAS, the parties now wish to amend the Agreement to add additional services, increase the compensation by an additional $192,230 for those services, and extend the term of the Agreement through January 10, 2021.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by this reference, City and Consultant agree as follows:

1. The description of the services to be provided under the Agreement and Exhibit A, as amended, is further amended to add the services described in Exhibit "A-4," attached hereto and incorporated herein by reference.

2. Paragraph 2 of the Professional Services Agreement, "Term," shall be modified to read as follows:

> "2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until January 10, 2021, unless otherwise terminated pursuant to the provisions herein."

3. Paragraph 3 of the Professional Services Agreement, "Compensation/Payment," shall be modified to read as follows:

> "3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum of Two Million One Hundred Eighty-Three Thousand Nine Hundred Ten Dollars ($2,183,910), 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.
>
> The previously agreed upon rate of $150 per hour for professional services shall remain valid through the completion of all work associated with this Fourth Amendment. Future professional services for work beyond the currently amended Scope of Work described herein shall be billed at the rate of $165 per hour."

4. All other terms and conditions of the Agreement between the parties which are not inconsistent with the terms of this Fourth Amendment, shall remain in full force and effect as if fully set forth herein.

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

CITY OF RIVERSIDE, a California charter city and municipal corporation ("CITY")

By: _____
City Manager

Attest: _____
City Clerk

Approved as to Form:

By: _____
Rosemary Koo
Senior Deputy City Attorney

Certified as to Availability of Funds:

By: _____ for
Chief Financial Officer/City Treasurer

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

By: _____

Name: David den Otter

Title: President

By: _____

Name: JOEL GEORGE

Title: ASSISTANT TREASURER

16-1360.4 RBK 12/12/19

EXHIBIT "A-4"

SCOPE OF SERVICES

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Requestor Name	Chris Christopoulos, CBO	**CR Number**	CR036
Requestor Phone	951-826-5915	**Reference Number**	
CR Title	Data Conversion Hours Reallocation	**Module**	
Date Opened	11/06/19	**Attachments**	
Date Closed		**Priority**	Medium

Description of proposed change

Description of Change

This change request will reallocate the 204 data conversion hours from the Riverside PTS Phase II project data conversion support to cover the additional effort that will be incurred by Computronix to split Phase II into two releases: Phase 2a and Phase 2b. This change is being made to support the new Riverside go live approach and the pending Phase 3 SCAG grant award for the newly implemented POSSE electronic plan review solution.

Reason for Change

Initially 258 hours were allocated to CX support of the Riverside PTS project Phase 2 data conversion effort. 54 hours have been used to support the initial mapping as requested by Riverside. Riverside has made the decision that no additional data conversion work will be performed, or no Computronix support will be needed for Phase II data conversion support. This CR will reallocate the remaining 204 hours.

Scope of Work

General Change Request Assumptions

- This change request only affects the reallocation of the 204 hours from the Data Conversion effort to other areas as directed by Riverside.
- Computronix will provide Riverside support as requested up to the hours limit of this CR (204 hours). Any additional support will require other funding sources.

©2019 Computronix®

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Implications and Notes

Impacts Scope	Describe Impact on Scope
☒ Yes ☐ No	This CR will reallocate 204 hours from the Data Conversion Support task to cover the additional scope needed by Computronix to split Phase II into two releases, Phase 2a and Phase 2b, estimated at 118 hours.

Impacts Budget	Describe Impact on Budget
☐ Yes ☒ No	No net change is budget is anticipated.

Impacts Schedule	Describe Impact on Schedule
☐ Yes ☒ No	No impact to original Agreement end date is anticipated.

Impacts Resources	Describe Impact on Resources
☐ Yes ☒ No	No impact to CX resources is anticipated.

Impacts Quality	Describe Impact on Quality
☐ Yes ☒ No	

Contract

Non-chargeable		Chargeable	
		Time & Materials Estimate	$0.00
		Fixed Price Quotation	$0.00
Total Estimated Hours	204	Total Estimated Hours	
Proceed	Yes☐ Cancel☐ Defer☐		
Date			
Riverside PTS Project Manager Approval, Signature, and Date			
Computronix Project Manager Approval, Signature, and Date			
Project Plan Documents Require Updating	Yes☐ No☒		

©2019 Computronix®

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Requestor Name	Chris Christopoulos, Project Sponsor	**CR Number**	CR037
Requestor Phone	951-826-5915	**Reference Number**	
CR Title	Phase II Metadata, Enhancements, Mentoring and Post Warranty Site Specific Configuration Support	**Module**	LMS
Date Opened	11/06/19	**Attachments**	
Date Closed		**Priority**	High

Description of proposed change

Description of Change

The main objective of this proposal provides Metadata, Enhancements, Mentoring and Post Warranty Site Specific Configuration support services for the completion of the Riverside PTS Project Phase II release(s). These services will provide funding to assist Riverside in defining the metadata and UAT preparation assistance along with any enhancements requested for the business areas included in Phase II (Fire Prevention, Public Utilities, Public Works and Planning). Additional end of warranty support for riverside site specific enhancements is also included.

Reason for Change

Support Riverside Phase II Implementation effort with additional services for inputting configuration of metadata as it applies to applicable Permit and Planning Jobs in POSSE LMS and to support requested enhancements to better meet the Riverside business model.

Critical success for these services is defined as follows:

- Meta data set-up allows Phase II to utilize all aspects of the POSSE LMS application as defined by the Phase II requirements.
- Client Subject Matter Experts are available, prepared, and engaged throughout the entire process.
- Provides support for UAT preparation and test case generation, to support an effective and efficient UAT period.
- Provides support for enhancement requests as to support business model updates, changes to State law and similar purposes
- Provides for additional support of the production environment post warranty period for Riverside site specific enhancements to the Riverside environment

Description of Deliverables

Computronix Responsibilities

Riverside PTS Project Change Request

- For POSSE LMS Administration support, the scope of services will consist of:
    - Supporting Riverside in defining and creating configuration metadata (inclusive of conditions, reviews, referrals, inspections, checklist and fees) in the POSSE LMS administrator interface based on Riverside defined guidelines for Job workflows and fees.
- For requested enhancements the scope of services will consist of:
    - Gathering and validation of enhancement requirements, analysis and design, POSSE construction/configuration, quality assurance activities, installations, and UAT and production support.

- All related Computronix time spent on supporting metadata configuration and requested enhancements will be covered under this Change Request.
    - Time will be consumed for planning, design, updates and changes, including preparation meetings and discussions with the client, along with project management participation will be covered under this change request.
    - Applies to applicable Permit Jobs for Planning, Fire Prevention and Public Works. Applies to applicable Planning Jobs for Public Works and Planning.
    - Mentoring (e.g. advising on ways to use LMS to meet business needs, advising if a particular client idea would produce the desired outcome, advising on how to set up admin data or recommendations regarding ensuring new client initiatives are successful).
    - System Meetings, project administration and delivery activities related to these professional services hours.
    - Meetings, project administration and delivery activities related to these professional services hours.

General Project Assumptions:

- All work performed by Computronix is assumed to be remote where meetings are held via web or audio conference.
- Computronix will utilize a fixed role rate at $150/hr. for all work effort tied to the scope of work identified within this Document.
- Computronix will provide Riverside support with Metadata setup, enhancements, and other Mentoring requests up to the hours limit of this CR (800 hours). Any additional support will require other funding sources.

CLIENT Responsibilities

- The City will be responsible for selecting and scheduling designated staff resources and for ensuring that staff are freed up from other job responsibilities in order to provide input on various elements of meta-data set-up utilized for applicable Jobs related to Phase II Implementation Effort.
- The City will be responsible for selecting and scheduling designated Subject Matter Experts (SMEs) to participate in development, review and approval of meta-data.

Riverside PTS Project Change Request

- Any requested travel for Computronix resources will be approved by the City of Riverside and funded from other sources than this CR. All approved travel expenses (flights, hotel, car, per diem, travel hours) will be covered by Riverside.

Time and Materials Estimate

Description of Services	Phase II Effort
POSSE LMS Administration meta-data set-up, support, and mentoring	200 hours
Phase II Enhancements to meet the Riverside Business Model and end of warranty product support for Riverside site specific enhancements	300 hours
Computronix Review of associated Business Requirements tied into meta-data set-up and future enhancements	60 hours
User Acceptance Testing preparation and test case generation support	240 hours
Note: Hours distribution are an approximation and will be divided up at the discretion of the City of Riverside.	
	SUB-TOTAL: 800 hours

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Implications and Notes

Impacts Scope	Describe Impact on Scope
☒ Yes ☐ No	Add additional service effort to Phase II of the Riverside LMS project as it applies to Planning, Public Works and Fire Prevention.

Impacts Budget	Describe Impact on Budget
☒ Yes ☐ No	T&M billing will occur monthly for service hours used during the month. Change request budget = 800 hours. $120,000 Services to start upon signing, billing to hold off until end of first full month of services. At that point, all authorized hours will be billed, then monthly billings thereafter.

Impacts Schedule	Describe Impact on Schedule
☐ Yes ☒ No	Any impact to schedule for Phase II will be reviewed and mutually agreed upon by the City of Riverside and Computronix.

Impacts Resources	Describe Impact on Resources
☐ Yes ☒ No	No additional resources will need to be added to implement this effort.

Impacts Quality	Describe Impact on Quality
☒ Yes ☐ No	Computronix professional services will increase the quality of the end deliverable by providing their experience and expertise in the defined service areas.

Contract

Non-chargeable		Chargeable	
Time & Materials Hours	800	Time & Materials Estimate	$120,000
		Approximate Travel	$0
		Total Estimated	$120,000
Proceed	Yes☐ Cancel☐ Defer☐		
Date			
Riverside PTS Project Manager Approval, Signature, and Date			

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request		
	Computronix Project Manager Approval, Signature, and Date	
	Project Plan Documents Require Updating	Yes☒ No☐ Update Schedule (add item within current timeline), update cost and CR tracking documents.

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Requestor Name	Chris Christopoulos, Project Sponsor	**CR Number**	CR038
Requestor Phone	951-826-5915	**Reference Number**	
CR Title	Enablement Training Services for POSSE LMS Administration	**Module**	Core POSSE/POSSE LMS
Date Opened	11/11/2019	**Attachments**	
Date Closed		**Priority**	High

Description of proposed change

Description of Change

The main objective of this request will allow City of Riverside IT Staff access to Computronix educational services, ensuring that applicable City employees have the breadth of knowledge and experience to successfully utilize and support the POSSE enterprise application. This training can be applied to staff responsible for supporting the City's POSSE Land Management System ("POSSE LMS") in order to perform the LMS Administration set-up of business rules and tied to specific activities.

Reason for Change

Support City of Riverside with training services for managing overall system operations as it applies to applicable activities in POSSE LMS.

Computronix Education Services provides project-related and ongoing POSSE training to customers across North America. Our offices in Lakewood, Colorado, contains a 10-seat training classroom.

Computronix has been providing configuration, system support, and end user support training services for over 20 years. Led by an experienced, certified Education Services Manager, Computronix Education Services offers a wide variety of courses and training options developed to enable clients to use, configure, develop, and support their POSSE environments. Several self-guided computer-based training courses are also available.

In today's work environment, developing new skills requires the intentional design and implementation of a continuing education program. Without an effective training program, our work tends to consume us, and we fail to take the time to develop those skills that enable us to become more productive in our work.

Description of Deliverables

Computronix Responsibilities

For POSSE Training Enablement Courses, the scope of services will consist of the following type of courses:

- **WINCHESTER CONFIGURATION (COMPLETE) [5 DAYS (32 HOURS OF INSTRUCTION TIME)]**
  - **MAXIMUM OF 8 STUDENTS.**

This course is intended for those who are not familiar with configuration using the Stage tool. Participants receive hands-on training of POSSE configuration fundamentals such as Jobs, processes, workflow and relationships. After these fundamentals, participants configure Winchester presentations to allow end users to interact with

the application. Participants have plenty of time to practice each concept, and then tie the concepts together through some larger projects.

Participants can expect to be introduced to the important concepts of Winchester configuration through this course; proficiency will take extra experience and mentoring.

- **OUTRIDER CONFIGURATION (FAST TRACK) [3 DAYS (20 HOURS OF INSTRUCTION TIME)]**
  - **MAXIMUM OF 8 STUDENTS.**

This course is only available to participants who are already familiar with configuration using Stage and have already developed solutions in POSSE Client/Server, Outrider or Winchester. A brief overview of POSSE configuration fundamentals such as jobs, processes, workflow and relationships is provided. Participants focus on configuring Outrider presentations to allow end users to interact with the application. Participants have plenty of time to practice each concept, and then tie the concepts together through some larger projects.

Participants can expect to be introduced to the important concepts of Outrider configuration through this course; proficiency will take extra experience and mentoring. Outrider configuration is more complicated than Winchester configuration. Outrider also allows for much more customization. The most frequently used Outrider customizations will be covered during the course.

- **PL/SQL AND POSSE [1 DAY (6.5 HOURS OF INSTRUCTION TIME)] (OPTIONAL)**
  - **MAXIMUM OF 8 STUDENTS.**

This course is only available to participants who have some programming experience with any language and have already configured solutions in Outrider or Winchester. This course covers PL/SQL basics, POSSE Database APIs and the events that allow PL/SQL code to run.

By the end of the course, participants will know how to tie PL/SQL scripts into their configured solution using Stage and will have practiced writing PL/SQL code and testing it in Winchester

- **POSSE 7 SUPPORT [3 DAYS (20 HOURS OF INSTRUCTION TIME)]**
  - **MAXIMUM OF 8 STUDENTS.**

Training involves expansive use of POSSE Stage along with database procedures, Marshal use and functionality and application to database upgrades and environments.

- **POSSE AD-HOC REPORTING AND WORD MERGE FUNCTIONALITY [1.5 DAYS (10 HOURS OF INSTRUCTION TIME)] (OPTIONAL)**
  - **MAXIMUM OF 8 STUDENTS.**

This course can be taken by participants who have a general understanding of feature sets in the POSSE LMS application, including general criteria associated with the POSSE Data Warehouse component (known as CORRAL). The course includes the ability for a student to create, generate, modify and incorporate various reporting functionalities within the Ad-hoc Tool. Students will learn how to apply data from POSSE into various types of report outputs. Separately, but included with this training, students can also learn an in-depth

understanding of Word Merge Functionality as it applies to POSSE LMS, including Word Macro set-up, template use, application and attributes related to the Administrative Web Console set-up.

- **XTRA REPORTS [1.5 DAYS (10 HOURS OF INSTRUCTION TIME)] (OPTIONAL)**
  - **MAXIMUM OF 8 STUDENTS.**

Training involves learning the Xtra Reports tool and integrating Xtra Reports into POSSE. Students will learn enhanced layout designer with Xtra Reports layout tools; improved report generation performance; additional reporting capabilities; and simplified report creation.

All related Computronix time spent on enablement training services will be covered under this Change Request.

- Time will be consumed for preparation, delivery, response and follow-up (see below) of specific training courses for the client, along with project management participation. All costs identified for this effort have been included in this Change Request.
- Mentoring (e.g. advising on ways to further expand capability of tools and techniques identified from each training course) has been identified as part of this effort. Computronix recommends that an additional budget line item be incorporated for follow-up and support of course learning. All mentoring is expected to be performed remotely.
- Project administration and training activities related to these professional services hours.

General Project Assumptions:

All training will be provided by Computronix Staff at the City of Riverside CA.

The City will be responsible for reimbursement to Computronix for all actual travel related costs to bring the Computronix Trainer(s) to Riverside offices.

Courses may be consumed individually or collectively. Courses can be a full business week (5 days) or as little as one (1) day.

The City will provide notice to Computronix for scheduling purposes. Notice must be provided at least three (3) weeks in advance of any training on-site at Riverside.

A soft copy of the training materials for each course will be provided by Computronix.

As the training will be conducted at the Riverside CA offices, Riverside will be responsible for the following:

- City will supply the Training environment allowing remote desk top sessions to servers set up by Computronix.
- The City will be responsible for selecting and scheduling designated staff resources to be trained and for ensuring that staff attend any in-class training sessions. A list of staff scheduled to attend shall be provided to Computronix at least one (1) week, prior to on-site engagement at the City.

Phase 2 on-site Self-Enablement training assumes 4 on-site trips. Riverside can arrange the training courses as desired within prerequisites of the courses and that fit into the training weeks. If more than 4 training trips will be requested by Riverside the additional trip(s) will need to be funded other from this CR. The 4 trips are assumed to be as follows:

- 1 – 5-day trip -Winchester Training

Riverside PTS Project Change Request

- 1 – 4 day trip – Outrider Training
- 2 – 3 day trips (the balance of the classes)

The Training Manual(s) and Agenda will be forwarded in electronic form to allow hard copies to be printed for Trainees one week prior to the class.

The City will be responsible for providing writing materials (paper, pencil/pen, etc.) as part of notes applicable to each course taken by a student.

The maximum number of students shall not exceed the number listed by class type.

The assumption is that enablement activities in the City's development environment will not begin until after all warranty periods have expired. Should the work begin sooner, a new process for coordination of activities, code moves into production, synchronization of code bases, and issue triage will need to be documented and agreed to as a separate effort.

For training continuity, it is recommended that all training be accomplished within a 6-week period.

This prices for the classes are valid until December 31, 2020. If classes are not completed by this date the quoted class prices expire and will need to be re-evaluated and a new quote provided.

CLIENT Responsibilities

- The City will be responsible for selecting designated staff resources and for ensuring that staff are readily available to participate in training courses offered by Computronix. Individuals participating in these courses will have some previous experience with programming languages (as identified above) and will have strong capabilities in utilize the various POSSE software applications associated with training services.
- If the City wishes to record the sessions, the City will manage the recording of sessions and their retention and the reasonable security of them.

Time and Materials Estimate

Description of Services	Training Courses + Mentoring
Winchester Configuration (Complete) – 5 days	$14,300
Outrider Configuration (FastTrack) – 3 days	$11,100
PL/SQL and POSSE – 1 day (optional)	$5,400
POSSE Ad-hoc Reporting and Word Merge Functionality – 1.5 days (optional)	$5,700
POSSE 7 Support – 3 days	$10,400
Xtra Reports – 1.5 days (optional)	$5,700
Travel costs, not to exceed amount	$13,630
Remote mentoring support, to be consumed at the contracted rate.	$6,000

TOTAL TRAINING DAYS: 15 = $52,600
Optional Travel Costs = $13,630
Mentoring = $6,000
Total = $72,230

COMPUTRONIX®

COMPUTRONIX (U.S.A.), INC. • 3900 S. WADSWORTH BLVD. SUITE 510 • LAKEWOOD, CO, USA 80235
TOLL FREE 1-866-962-6300 • WWW.COMPUTRONIX.COM

Riverside PTS Project Change Request

Implications and Notes

Impacts Scope	Describe Impact on Scope
☒ Yes ☐ No	Add additional Enablement Training Service to the Riverside LMS project.

Impacts Budget	Describe Impact on Budget
☒ Yes ☐ No	Training will be billed on number of courses taken, with payment prior to course attendance. Total Cost = $72,230

Impacts Schedule	Describe Impact on Schedule
☐ Yes ☒ No	Any impact to schedule will be reviewed and mutually agreed upon by the City of Riverside and Computronix.

Impacts Resources	Describe Impact on Resources
☒ Yes ☐ No	Additional resources will need to be available for training

Impacts Quality	Describe Impact on Quality
☒ Yes ☐ No	Computronix professional services will increase the capability of Riverside staff by providing knowledge and training in the defined service areas.

Contract

Non-chargeable		Chargeable	
Total Number of Training Days	15	Estimated Cost	$72,230
Number of Mentoring Hours	40	Estimated Cost	$6,000
		Total Estimated	$72,230
Proceed	Yes☐ Cancel☐ Defer☐		
Date			
Riverside PTS Project Manager Approval, Signature, and Date			
Computronix Project Manager Approval, Signature, and Date			
Project Plan Documents Require Updating	Yes☒ No☐ Update Schedule (add item within current timeline)		

©2019 Computronix®