

**FOURTH AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

ENFOTECH & CONSULTING, INC.

**Environmental Compliance Tracking Database Software
for Riverside Water Quality Control Plant**

THIS FOURTH AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Fourth Amendment") is made and entered into this _____ day of _____, 2023, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and ENFOTECH & CONSULTING, INC., a New Jersey corporation authorized to do business in the State of California, hereinafter referred to as "Consultant," with respect to the following facts:

RECITALS

WHEREAS, on or about January 31, 2013, City and Consultant entered into a Professional Consultant Services Agreement for Environmental Compliance Tracking Database Software for Riverside Water Quality Control Plant ("Agreement") for a three-year term; and

WHEREAS, on or about February 4, 2016, City and Consultant entered into a First Amendment to Professional Consultant Services Agreement ("First Amendment") and agreed to extend the term of the Agreement by three years, to January 31, 2019, and increase the compensation by an amount not to exceed One Hundred Thousand Two Hundred Dollars (\$100,200.00); and

WHEREAS, on or about January 25, 2019, City and Consultant entered into a Second Amendment to Professional Consultant Services Agreement ("Second Amendment") and agreed to extend the term of the Agreement by three years, to January 31, 2022, and increase the compensation by an amount not to exceed One Hundred Twenty-One Thousand Three Hundred Twenty Dollars (\$121,320.00); and

WHEREAS, on or about February 24, 2022, City and Consultant entered into a Third Amendment to Professional Consultant Services Agreement ("Third Amendment") and agreed to extend the term of the Agreement by three years, to January 31, 2025, and increase the compensation by an amount not to exceed One Hundred Three Thousand Two Hundred Dollars (\$103,200.00); and

WHEREAS, City is satisfied with the performance of Consultant and desires to add additional services and increase compensation in the additional amount of Eighty-Seven Thousand Nine Hundred Forty Dollars (\$87,940.00) for a not-to-exceed contract amount of Five Hundred Sixty-Three Thousand Five Hundred Sixty Dollars (\$563,560.00) for the remaining term of the Agreement.

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

1. Section 1 of the Agreement is hereby amended by adding the additional services as set forth in Exhibit "A-3," attached hereto and incorporated herein by this reference.

2. Section 3 of the Agreement is hereby amended by adding an additional Eighty-Seven Thousand Nine Hundred Forty Dollars (\$87,940.00) for a not to exceed contract amount of Five Hundred Sixty-Three Thousand Five Hundred Sixty Dollars (\$563,560.00) as set forth in Exhibit "B-3," attached hereto and incorporated herein by this reference.

3. Exhibit "C" of the Agreement is hereby amended as set forth in Exhibit "C-3," attached hereto and incorporated herein by this reference.

4. All terms and conditions of the Agreement, First Amendment, Second Amendment, and Third Amendment not inconsistent with this Fourth Amendment, shall remain in full force and effect and are incorporated herein by this reference as if set forth in full.


[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, City and Consultant have caused this Fourth Amendment to Professional Consultant Services Agreement for Environmental Compliance Tracking Database Software for Riverside Water Quality Control Plant to be duly executed on the day and year first above written.

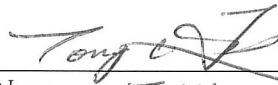
CITY OF RIVERSIDE, a California
charter city and municipal corporation

ENFOTECH & CONSULTING, INC.,
a New Jersey corporation authorized to do
business in the State of California

By: _____
Interim City Manager

By: 
Print Name: Li-Yin Jeng
Title: President

Attest: _____
City Clerk

By: 
Print Name: TONY C JENG
Title: Secretary

Certified as to funds availability:

By: 
Chief Financial Officer

APPROVED AS TO FORM:


By: 
Senior Deputy City Attorney

EXHIBIT "A-3"

SCOPE OF SERVICES

iPACS tech software upgrade to support the Environmental Compliance Tracking Database Software for the Riverside Water Quality Control Plant. Upgrade from iPACS 2 to iPACS 5 version.

EXHIBIT "B-3"

COMPENSATION

**Exhibit B
(Quote)**

1368 How Lane
North Brunswick, NJ 08902

enfoTech

Phone: 732.839.1688
Fax: 732.214.8619
www.enfotech.com

April 10, 2023

Mr. George Muñoz
Environmental Compliance Supervisor
City of Riverside
5950 Acorn Street
Riverside, CA 92504

Subject: Proposal: iPACS System Upgrade Services (Revision #7)

Dear Mr. Muñoz:

The City of Riverside uses enfoTech iPACS system to support pretreatment programs mandated under the USEPA 40CFR regulations. enfoTech provides iPACS to City under a software-as-a-service agreement (entitled "Environmental Compliance Tracking Database Software for Riverside Water Quality Control Plant") and will provide services through February 29, 2025. City currently uses iPACS version 2. The iPACS 2 is built on Microsoft .NET framework 4.6 which will be sunset by Microsoft on 4/26/2022. City's iPACS 2 is in need for upgrading to iPACS 5 to alleviate potential operational disruptions caused by sunset of .NET framework.

enfoTech presents this proposal to expand the current Agreement to allow the City to upgrade iPACS 2 to iPACS 5.

(1) Work Scope

enfoTech will provide the following services.

YR	Service Period	Services	Type
1	From 2/20/2022 to 2/19/2023	1A : iPACS Hosting & Technical Support (see Attachment A for details)	Included in current Agreement
		1B.1: iPACS 5 system upgrade (see Attachment B.1 for details)	New item proposed for Agreement.
		1B.2: Migrate up to 15 inspection forms to iPACS 5 (Att. B.2 for details)	New item proposed for Agreement.
		1C : Additional system enhancements (see Attachment C for details)	New item proposed for Agreement.
		1D : iPACS Interface with City's ADFS (see Attachment D for details)	New item proposed for Agreement.
		1E : Contingency for system enhancements	New item proposed for Agreement.
2	From 2/20/2023 to 2/19/2024	iPACS Hosting & Technical Support (see Attachment A for details)	Included in current Agreement
3	From 2/20/2024 to 2/19/2025	iPACS & Technical Support (see Attachment A for details)	Included in current Agreement

(2) Costs

enfoTech will keep the hosting and technical support base fee unchanged and be the same amount as those established in current iPACS agreement.

Year	Service Period	Amount	Payment Due Date	Type
1	2/20/2022 – 2/19/2023	1A : \$ 34,400	Before 2/20/2022	Already included in the current Agreement
		1B.1: \$ 36,500	After iPACS 5 Upgrade	New item for Agreement.
		1B.2: \$ 15,000	After inspection forms migration	New item for Agreement.
		1C : \$ 16,640	After delivery of enhancements	New item for Agreement.
		1D : \$ 16,800	After delivery of enhancements	New item for Agreement.
		1E : \$ 3,000	As needed & required by the City	New item for Agreement.
2	2/20/2023 – 2/19/2024	\$ 34,400	Before 2/20/2023	Already included in the current Agreement
3	2/20/2024 – 2/19/2025	\$ 34,400	Before 2/20/2024	Already included in the current Agreement
Total:		\$191,140		

Total budget requested for the iPACS 5 upgrade is: \$ 87,940.

(3) Payment Schedule

- iPACS Annual Hosting & Technical Support fee will be payable prior to the begin date of each service period
- iPACS 5 upgrade fee (1.B.1) will be payable upon the new software is uploaded to an enfoTech Testing side for City to review
- System enhancements fees (1.B.2, 1C, 1D) will be tied to each enhancement item described in the Attachment 1.B.2, 1C, and 1D.
- A \$ 3,000 budget (1E) is reserved for “as needed support for unexpected errors or upgrades not explicitly described in this proposal, not to be billed unless mutually agreed upon.
- enfoTech will submit invoices to the City for deliverables completed under the purchase order. enfoTech payment terms are 30 days net from the invoice date.

This proposal is valid for 90 days from the date of submission.

Thank you for the opportunity to present this proposal to the City for evaluation. Please contact us for any questions or clarifications. We look forward to continue serving the City of Riverside.

Sincerely,



Tony C. Jeng
Executive Vice President

Enclosures

cc: File – City of Riverside, Nicole Jimenez, Lih Soong

EXHIBIT "C-3"

KEY PERSONNEL

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North Brunswick, NJ 08902
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Fax: 732-214-8619