

FIRST AMENDMENT TO THE SERVICES AGREEMENT

BETWEEN THE CITY OF RIALTO AND PARK CONSULTING GROUP, INC.

1. PARTIES AND DATE.

This First Amendment to the Services Agreement ("First Amendment") is made and entered into this 31st day of October, by and between the City of Rialto ("City") and Park Consulting Group, Inc., ("Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this First Amendment.

2. RECITALS.

- 2.1 <u>Agreement</u>. City and Consultant entered into that certain Services Agreement dated May 21, 2024, ("Agreement"), whereby Consultant agreed to provide services to the City related to providing Permitting System Implementation Services for the City of Rialto's Tyler Tech Enterprise Permitting System.
- 2.2 <u>Amendment</u>. City and Consultant desire to amend the Agreement by this First Amendment to include additional tasks for the project as set forth in "Exhibit A" and to increase the total amount of compensation for the Agreement.

3. TERMS.

- 3.1 <u>Scope of Services</u>. In addition to the Scope of Services set forth in the Agreement, Consultant shall perform the additional services included in this First Amendment to the Agreement and described in "Exhibit A," attached hereto and incorporated herein by this reference.
- 3.2 <u>Payment Terms</u>. Consultant shall be compensated for the additional services included in this First Amendment in an amount not to exceed Three Hundred Seventy-Two Thousand Seven Hundred Dollars and Zero Cents (\$372,700.00). The total compensation, including reimbursement for actual expenses, the City will pay Consultant pursuant to the Agreement as amended by the First Amendment shall not exceed Four Hundred Seventy Thousand Seven Hundred Dollars and Zero Cents (\$470,700.00) (the "Contract Sum").

- 3.3 <u>Time for Performance</u>. The time to complete the additional services included in the First Amendment shall begin immediately upon the City Council's approval of the First Amendment.
- 3.5 <u>Continuing Effect of Agreement</u>. Except as amended by this First Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
- 3.6 <u>Adequate Consideration</u>. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.
- 3.7 <u>Counterparts</u>. This First Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.
- 3.8 <u>Conflict of Interest.</u> Pursuant to Rialto Municipal Code section 2.48.145, Consultant represents that it has disclosed whether it or its officers or employees is related to any officer or employee of the City by blood or marriage within the third degree which would subject such officer or employee to the prohibition of California Government Sections 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090. To this end, by approving this Agreement, Consultant attests under penalty of perjury, personally and on behalf of Consultant, as well its officers, representatives, that it/they have no relationship, as described above, or financial interests, as such term is defined in California Government Section 87100 et. seq., Fair Political Practices Commission Regulation Section 18702, or Government Code Section 1090, with any City of Rialto elected or appointed official or employee, except as specifically disclosed to the City in writing.
- 3.9 <u>Corporate Authority</u>. The persons executing this First Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this First Amendment on behalf of said party, (iii) by so executing this First Amendment, such party is formally bound to the provisions of this First Amendment and (iv) the entering into this First Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties have caused their authorized representative to execute this agreement the day and year first above written.

CITY OF RIALTO

PARK CONSULTING GROUP, INC.

By:	By:	
Michael Milhiser		Signature
Interim City Manager		-
		Glenn Park
	_	Name
Attest:		
		President
	_	Title
By:		
Barbara McGee		
City Clerk	By: _	
		Signature
Approved as to Form:	_	Glenn Park
		Name
Burke, Williams & Sorensen, LLP		
	_	Secretary
		Title
By:		
Eric S. Vail		**Two signatures are required if a
City Attorney		corporation**

"EXHIBIT A"

PARK CONSULTING GROUP

The Park Consulting Group, Inc. (PCG) is pleased to submit this proposal to provide Permitting System Implementation Services for the City of Rialto's ("City") Tyler Tech Enterprise Permitting System. We thank you for the opportunity to share our qualifications to provide support to assist staff in business process configurations and guide staff on Tyler Tech implementation methodology. PCG is the leading provider of Tyler Technologies Permitting System consulting services to municipalities and has a proven track record of serving similar cities to Rialto, working with a broad range of leaders, staff, and constituents at over 40+ cities and counties to implement, enhance and support their Permitting System implementation projects. The proposed team has extensive experience working with Community Development, Building, Planning, and IT project teams for their projects and support needs. The team is ready to share lessons learned from recent and similar municipal client projects so that the City is best prepared to achieve the desired results from its system.

	PARK CONSULTING GROUP SERVICES				
PROJECT	Project Management				
ADVISORY &	Leadership Updates				
PROJECT	 Regular check-ins and status meetings (weekly / bi-weekly, ad-hoc) 				
MANAGEMENT	Support Request Tracking and Reporting				
	Tyler Tech Agreement and SOW Review				
TYLER TECH	Investment Summary and Invoice Review				
VENDOR	Implementation Services Management				
MANAGEMENT	The second secon				
	Tyler Tech Support Ticket Request Submissions				
BEST PRACTICE	Sharing Client Lessons Learned and known best practices				
ADVISORY	Sharing Client Solution Options from other California cities				
	GIS Environment Setup and Management				
TYLER TECH EPL	Requirements and specifications gathering				
BUSINESS	Configuration and functionality design and implementation				
ANALYSIS,	Annual fee schedule updates				
CONFIGURATION	Reports and forms development (Crystal Reports and SSRS)				
& DEVELOPMENT	DEVELOPMENT • Demonstration of new and existing functionality				
	 Civic Access / Decision Engine / eReviews Tyler Hub/ User Setup 				
TYLER TECH EPL	Record Types/ Workclass Configuration Fee Setup and Conditioning				
CONFIGURATION	Custom Fields Code Updates				
EXAMPLES	Workflows Inspections/ iG Mobile Apps				
	Automations (IOs & IAAs) / Georules New and Existing Report Development				
CUT OVER AND	 Support the City when working with staff and vendors for the go-live cutover 				
GO-LIVE	 Support the City with requested fixes to configuration and systems issues 				
SUPPORT	Attend support meetings as needed				
SERVICES	Provide onsite support as needed (with travel authorization)				

The Park Consulting Group is thrilled to have the opportunity to work with the City of Rialto and we look forward to discussing the details of our experiences and our proposed services to the City.

Sincerely,

Glenn Park, President (Authorized Legal Representative)

P: (626) 224-1656 | E: glenn@parkconsulting.com

Cost Proposal

- Duration of Services: 15 Months; October 2024 December 2025
- Services: PCG's services are billed on a fixed monthly basis based on the key project deliverables
 of the project. Scope is based on latest project plan and timeline presented with a Phase 1 Go-Live
 date in early June 2025 and a Phase 2 Go-Live Date in November/ December 2025.

Project Timeline and Scope



 Total Not to Exceed: \$625,350 - For Phase 2, the City may reevaluate ownership and responsibilities of the Phase 2 Scope and Implementation Tasks.

PHASE 1 - 9 Months:

		Per	
Project Phase 1	Months	Month	Total
Build & Configuration	6	\$29,900	\$179,500
User Acceptance Testing (UAT)	2	\$24,600	\$49,200
Support through Training and Go-Live Prep	1	\$24,600	\$24,600
Go-Live Support (4 days onsite with 3 Consultants)			\$29,500
Post-Go-Live Support (3 weeks remote through June 2025)			\$20,000
Report Development (25 Forms/ Reports @ \$2,400 / report)			\$60,000
Travel Expenses (20 days @ \$500 per day per consultant)			\$10,000
Total			\$372,700

PHASE 2 – 6 Months (OPTIONAL):

		Per	
Project Phase 2	Months	Month	Total
Phase 1 – Post Go-Live Support	6	\$4,000	\$24,000
Assess & Define	1	\$29,900	\$29,900
Build & Configuration	3	\$29,900	\$89,700
User Acceptance Testing (UAT)	1	\$24,600	\$24,600
Support through Training and Go-Live Prep	1	\$24,600	\$24,600
Go-Live Support (2 days onsite with 3 Consultants)			\$9,850
Post-Go-Live Support (3 weeks remote through December 2025)			\$20,000
Report Development (10 Forms/ Reports @ \$2,400 / report)			\$24,000
Travel Expenses (12 days @ \$500 per day per consultant)			\$6,000
Total			\$252,650

Travel Expenses - PCG should have the full ability to deliver services remotely with minimal on-site visits. When
requested, City will approve onsite travel, and onsite travel expenses will be billed at \$500 per day per consultant (not
including consultant hourly rates).