### AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND PARK CONSULTING GROUP, INC.

## 1. Parties and Date.

This Amendment No. 1 to the **PROFESSIONAL SERVICES AGREEMENT, CONTRACT NO.C46710** is made and entered into as of this 10th day of February, 2025, by and between the City of Palm Desert ("City") and **Park Consulting Group, Inc.**, an **S Corporation**, with its principal place of business at 200 Spectrum Center Drive, Suite 300, Irvine, CA 92618 ("Consultant"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. Recitals.

2.1 <u>Agreement</u>. The City and Consultant have entered into an agreement entitled "Professional Services Agreement" dated November 16, 2023 ("Agreement" or "Contract") for the purpose of retaining the services of Park Consulting Group, Inc. to provide Land Management Solution Advisory and Implementation Services.

2.2 <u>Amendment</u>. The City and Consultant desire to amend the Agreement to **extend** the term for no additional compensation.

2.3 <u>Amendment Authority</u>. This Amendment No. 1 is authorized pursuant to Section 3.6.14 of the Agreement.

#### 3. Terms.

3.1.1 Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 <u>Term.</u> The term of this Agreement shall be from March 1st, 2025, to June 30th, 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 <u>Continuing Effect of Agreement</u>. Except as amended by this Amendment No. 1, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 1. From and after the date of this Amendment No. 1, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 1.

3.3 <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 Amendment No. 1.

3.4 <u>Severability</u>. If any portion of this Amendment No. 1 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 <u>Counterparts</u>. This Amendment No. 1 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.

#### SIGNATURE PAGE FOR AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALM DESERT AND PARK CONSULTING GROUP, INC.

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. **1** to the **Professional Services Agreement** as of the day and year first above written.

## **CITY OF PALM DESERT**

Signed by:

# PARK CONSULTING GROUP, INC., AN S CORPORATION

By: <u>Told Hileman</u> CE3F36623F0405 L. Todd Hileman City Manager	By: Glenn Park President
Attest:	By:
By: <u>Influon Myia</u>	Gun fark
<sup>8063A189723D437</sup>	CDFC7B3E211341A
Anthony J. Mejia	Glenn Park
City Clerk	Secretary

Approved as to form:

Signed by: By:

<u>Isra Shali</u> Isra Shah Best Best & Krieger LLP City Attorney





# SCOPE OF SERVICES AND COST PROPOSAL

City of Palm Desert Land Management Solution Advisory & Implementation Services

Park Consulting Group (PCG) will provide the City of Palm Desert advisory and implementation professional services for the City of Palm Desert's Land Management Solution (LMS) Project:

# Proposal Date: February 24, 2025

**A.** PCG will assist and deliver services for the City of Palm Desert with the activities associated with the City's LMS project such as those listed below:

## Project Advisory:

- Advise on and review project scope, goals and deliverables that support business goals in collaboration with the City's leadership and stakeholders.
- Support the City's project lead and manager of project plan, timeline, milestones, project status reports, and deliverables with Clariti/ Speridian Project Manager.
- Provide best practices and tools for project execution, management, and delivery.
- Attend project meetings with staff and project stakeholders. This may include internal project briefings and project briefings with Clariti/ Speridian, in addition to others as requested.
- Review and provide input on all contracts with external vendors for integrations development and change orders.
- Support escalation for questions and issues from the Project Team and address and/or escalate issues / risks as they come up.
- Proactively identify issues, risks, and conflicts within the project team, third party vendor partners, and the business as needed; consult with city management to formulate a plan to resolve.
- Provide feedback on leading best practices for project implementation and deployment processes.

# **Discovery and Design**

- Support the City's project team members / SMEs responsible for conveying requirements and decisions to Clariti/ Speridian for requirements and specifications documentation.
- Support and attend working sessions with department SMEs to complete questionnaires and documentation.
- Support reviews of business requirements documentation from Clariti/ Speridian.



- Support management feedback to Clariti/ Speridian project team including updates to project management tools to input comments and track status changes until completion of documentation.
- Attend meetings with City and Clariti/ Speridian project teams related to requirements gathering and process flow reviews and updates, as requested.

# Build, Configure, and Validation

Build, Configuration, and Customization

- Support reviews with the City's leads (SMEs) who are responsible to validate developed configuration, data conversion, interfaces, and reports/ forms.
- Support tracking and follow-up of configuration issues and corrections identified by the City's leads and project team. Work with the Clariti/ Speridian Project Manager and City project team to ensure issues are tracked and responded to with adequate detail and within required SLAs.
- Facilitate issue resolution meetings with Clariti/ Speridian and City's project team.
- Support retesting and verification of issue resolution of build and configuration issues.
- Support tracking requirements updates and change orders and responses to questions and feedback are within required SLAs.

Build and Configuration Validation

- Support verification of Clariti/ Speridian-owned configuration and development is completed based on approved scope of services.
- Review and provide feedback for validation test plan provided by Clariti/ Speridian.
- Support City project team to review configuration and build development based on approved business requirements documentation.
- Support reporting, tracking, and follow-up with Clariti/ Speridian of defects and fixes.
- Support verification of fixes and close out resolved issues.

Data Conversion

- Support City's data conversion activities during the implementation project's data conversion passes, which includes the final data conversion pass for production cutover.
- Support as-is and to-be field mapping reviews.
- Support data conversion validation reviews and meetings with staff.
- Support reporting, tracking, and follow-up with Clariti/ Speridian of defects and fixes.
- Support verification of fixes and close out of resolved issues.

# User Acceptance Testing:

- Support review of Clariti/ Speridian user testing strategy and plan.
- Support reviews of test cases/ scripts with City team.
- Support user acceptance participant training and walkthroughs.



- Support setup of test case scenarios as needed.
- Support user acceptance testing / retesting effort with City-designated testing leads and testers.
- Support reporting, tracking, and follow-up with Clariti/ Speridian of defects and fixes.
- Support verification of fixes and close out of resolved issues.

# End User Training:

- Support review of Clariti/ Speridian training plan.
- Support review of training environment setup and deployment.
- Support coordination and facilitation of end user training as needed.
- Support training documentation and job aid development as requested by City.

## Cutover and Go-Live Activities

- Support Production cutover, Go-Live, post-Go-Live stabilization, system troubleshooting, and enhancements tracking (reporting, system enhancements, regulatory changes, etc.).
- Provide onsite Go-Live support during the first two (2) weeks following production cutover, as approved by the City.

## B. Key Assumptions:

- The City has performed and completed a comprehensive future-state process definition project. The scope of this project is defined based on the needs and processes resulting from the project. Other processes, capabilities, and user groups not associated with the needs assessment will be considered out of scope to ensure the City and Clariti/ Speridian can deliver the project within the planned 12–14-month timeline.
- City will provide a primary project management contact that is available to the project at least 20 hours per week throughout the duration of services.
- City will provide process leads and subject matter experts to serve as project team members that are available throughout the duration of services to successfully deliver PCG services. Required minimum of 15-20 per Lead/ SME per week.
- City estimates PCG should have the full ability to deliver the project remotely with minimal on-site visits. When there are occasions the City requires PCG for onsite meetings and onsite project work, travel expenses will be applied in accordance to the cost proposal details.
- Remote access to Clariti, Project Management systems, and current LMS system will be needed upon the start of services. This includes, and is not limited to, access to VPN/virtual desktop logins, compatible Internet Browser, Clariti and TrakIt applications with admin permissions, and Clariti/ Speridian/ City-owned Project Management Tools.



# C. Proposed Cost - Total not-to-exceed budget and duration of services:

- Duration of Services: Extend Services thru June 30, 2025.
- Total Compensation: No increase in compensation at this time