FIRST AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF SAN JOSE
AND
SIMPLIGOV LLC
FOR A BUSINESS PROCESS AUTOMATION PLATFORM

This First Amendment to the Agreement for a Business Process Automation Platform by and between the City of San José (hereinafter "City"), a municipal corporation, and SimpliGov LLC (hereinafter "Contractor"), a Delaware corporation registered to conduct business in the State of California, is entered into on the date of execution by City ("Effective Date"). Each of City and Contractor are sometimes hereinafter referred to as a "Party" and collectively as the "Parties."

R E C I T A L S

WHEREAS, on March 25, 2020, City and Contractor entered into an agreement entitled "Agreement Between the City of San José and SimpliGov LLC for a Business Process Automation Platform" ("Agreement"); and

WHEREAS, City and Contractor now desire to amend the Agreement to accelerate the development of 25 additional workflows and to provide additional professional services for support and training of City staff;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 8.1 "Contract Maximum" is replaced in its entirety with the following:

8.1   Contract Maximum
The total contract price in U.S. dollars shall not exceed **One Hundred Ninety-Two Thousand Three Hundred Twenty-Five Dollars ($192,325)** during the Initial Term ("Maximum Compensation"). The terms, rates, and schedule of payment are set forth in the attached Revised Exhibit B, entitled "Compensation." Contractor shall submit to City invoices at the completion of each milestone, but no more frequently than monthly, with a breakdown of Services as provided in attached Exhibit B. City will make payments to Contractor within thirty (30) days after the date of approval of each invoice. City will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

SECTION 2. Exhibit A-1 "Scope of Services" is hereby amended as set forth in Addendum #1 to Exhibit A-1 "Scope of Services," which is attached hereto and incorporated herein.

SECTION 3. Exhibit A-2 "Price List" is hereby amended to read as set forth in Revised Exhibit A-2 "Price List," which is attached hereto and incorporated herein.

SECTION 4. Exhibit B "Compensation" is hereby amended to read as set forth in Revised Exhibit B "Compensation," which is attached hereto and incorporated herein.

SECTION 5. All terms and conditions of the original Agreement not expressly modified by this First Amendment shall remain unchanged and in full force and effect.

SECTION 6. **Use of electronic signatures**: Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the City.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

City of San José
a municipal corporation

SimpliGov LLC
a Delaware Corporation authorized to conduct business in California

By_____
Vickie J. Davis
IT & Strategic Procurement Manager
Date: _____

By_____
Scott Jenkins
COO
Date: _____

APPROVED AS TO FORM:

_____
Rosa Tsongtaatarii
Senior Deputy City Attorney

ADDENDUM #1 TO EXHIBIT A-1
SCOPE OF SERVICES

1 **Contractor agrees to provide to City additional services as follows:**

    1.1   Contractor will provide for up to 25 additional workflows, in addition to the 5 initial workflows, for a total of 30 workflows for the one-year initial term. As described in section 3.3 of Revised Exhibit B, Compensation, the City may elect to add additional workflows beyond 30, subject to an executed Change Order in accordance with Section 7 of the Agreement.

    1.2   Contractor will bill the City for each workflow when it is moved to the production environment. Costs associated with published workflows shall be prorated for the remainder of the Initial Term as described in Section 3.3 of Exhibit B.

    1.3   Contractor will provide, at the City's request, supplemental professional services as described Section 4.2 of Exhibit B.

2   The City reserves the right to reject designated Contractor personnel who are unable to perform requested services in a timely manner.

3   The City agrees to provide Contractor with a work order requesting and authorizing the provision of professional services as required by the City. The work order will specify the type and duration needed for the professional services. Contractor shall not bill the City for any services for which a work order and authorization have not been received.

4   **Maximum Compensation**

The maximum amount of compensation to be paid to Contractor for the services specified in this Addendum #1 shall not exceed **Ninety Thousand Four Hundred Dollars ($90,400)**. The City shall be invoiced no more frequently than monthly for work performed and services rendered. Any services provided for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the City.

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EXHIBIT A-2
REVISED PRICE LIST

One-Time Implementation Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Total Not to Exceed
1. Phase 1: Planning and Analysis	$ 2,446					$2,446
2. Phase 2: Training	$5,320					5,320
3. Phase 3: Software Testing and Refinement	$2,446					2,446
4. Phase 4: Develop/Implement First Workflow and Form	$24,035					24,035
5. Phase 5: First Workflow Testing and Refinement	$4,893					4,893
6. Phase 6: Workflow Go Live and Full Acceptance	$9,785					9,785
7. Year 1 Software Subscription - Unlimited Users (City Staff and Public) - Digital Signature Solution: SimpliSign - Technical Support and Maintenance	$53,000					53,000
8. MAXIMUM COMPENSATION (Initial Term)	**$101,925**	**-**	**-**	**-**	**-**	**$101,925**

Ongoing Costs	Initial Term (Year 1)	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)	Total Not to Exceed
9. Ongoing Annual Software Subscription - Unlimited Users Internally and Externally - Digital Signature Solution: SimpliSign - Technical Support and Maintenance		$53,000	$53,000	$53,000	$53,000	$212,000
10. Workflow Cost - Year 1 – Up to 5 Workflows (Already included in Annual Software Subscription Cost for Initial Term) - Year 2 - Up to 50 Workflows - Year 3 - Up to 75 Workflows - Year 4 - Up to 125 Workflows - Year 5 - Up to 225 Workflows		109,200	128,800	155,400	205,400	598,800
11. Up to 20 additional workflows @ $238/month/workflow + up to 5 additional workflows @ $174/month/workflow **(added First Amendment)**	$56,300					56,300
12. Professional Services for training and support **(added First Amendment)**	34,100	19,000	19,000	19,000	19,000	$110,100
13. MAXIMUM COMPENSATION (Option Years)	**$90,400**	**$181,200**	**$200,800**	**$227,400**	**$277,400**	**$977,200**

REVISED EXHIBIT B
COMPENSATION

1   **Compensation and Payment Terms**

1.1   The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Hundred Ninety-Two Thousand Three Hundred Twenty-Five Dollars ($192,325)** during the Initial Term. Any additional services requested by the City that would exceed the preceding maximum amount will be addressed in accordance with the Change Order Procedures. No additional services will be performed unless both Parties execute a Change Order outlining the services requested and the compensation agreed for such services.

1.2   Progress payments shall be made to Contractor by City based on net thirty (30) days payment terms following delivery and acceptance of designated milestones as shown below in Table B1: Payment Schedule. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all of the deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed and City has approved the milestone for which payment is due.

1.3   Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification to Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contractor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

2   **Project Performance and Payment Schedule**

2.1   Work shall commence within two weeks of Agreement execution. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

2.2   Compensation and payments shall be made to Contractor by City based on Net Thirty (30) days payment terms.

2.3   Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.

2.4 Ongoing Annual Services Invoicing Procedure: Contractor shall invoice the City annually for applicable Subscription, Hosting, Technical Support, and Maintenance fees beginning on the date of final acceptance. City shall prepay a year in advance for Subscription, Hosting, Technical Support, and Maintenance services provided under the Agreement. In the event of early termination of the Agreement, Contractor shall refund the City on a pro-rated basis any fees paid in advance that have not been expended as of the date of termination, excluding third party software.

2.5 The City agrees to compensate Contractor for the Services performed and the Software and software customizations provided in accordance with the terms and conditions of this Agreement. Contractor shall invoice City in accordance with the Payment Schedule in Table B1 below:

Table B1: Payment Schedule

Milestone/Tasks	Deliverable(s)	Estimated Completion Date	Not to Exceed Cost
Implementation			
Phase 1 - Planning and Analysis	Completion of Deliverables Specified in Exhibit A-1, Section 6.1	May 21, 2020	$2,446
Phase 2- Training	Completion of Deliverables Specified in Exhibit A-1, Section 6.2	May 8, 2020	5,320
Phase 3: Software Testing and Refinement	Completion of Deliverables Specified in Exhibit A-1, Section 6.3	May 22, 2020	2,446
Phase 4: Develop/Implement First Workflow and Form	Completion of Deliverables Specified in Exhibit A-1, Section 6.4. Includes integration with PeopleSoft, Salesforce, Active Directory, and SharePoint as required.	June 15, 2020	24,035
Phase 5: First Workflow Testing and Refinement	Completion of Deliverables Specified in Exhibit A-1, Section 6.5	July 10, 2020	4,893
Phase 6: Go Live and Full Acceptance	Completion of Deliverables Specified in Exhibit A-1, Section 6.6	July 27, 2020	9,785*
		Implementation Subtotal	**$48,925**
Annual Software Subscription and 5 Workflows (Initial Term – Year 1)	After Platform Approval Signoff from Customer as Specified in Exhibit A-1, Section 6.3.		$53,000
Additional up to 25 Workflows	Up to 20 additional workflows @ $238/month/workflow + up to 5 additional workflows @ $174/month/workflow **(added First Amendment)**		56,300
		Subscription Subtotal	**$109,300**
Additional Professional Services for training and support **(added First Amendment)**			34,100
		MAXIMUM COMPENSATION (INITIAL TERM)	**$192,325**

All amounts stated above are in United States Currency.
*The signed Final System Acceptance Certificate (Exhibit A-4) triggers final payment of implementation.

3 Renewal Period Compensation

3.1 After the Initial Term, the City reserves the right to extend the term of this Agreement pursuant to Section 2.2 ("Options to Extend") at the rates specified for Ongoing Costs in Table B2 below:

Table B2: Ongoing Costs (Option Periods)

Ongoing Costs	Option 1 (Year 2)	Option 2 (Year 3)	Option 3 (Year 4)	Option 4 (Year 5)
Ongoing Annual Software Subscription Includes: • Unlimited Users Internally and Externally • Unlimited Electronic and Digital Signatures at no additional cost through SimpliSign • Unlimited Technical Support and Maintenance	$53,000	$53,000	$53,000	$53,000
Workflow Cost: • Year 2 - Up to 50 Workflows • Year 3 - Up to 75 Workflows • Year 4 - Up to 125 Workflow • Year 5 - Up to 225 Workflows	109,200	128,800	155,400	205,400
MAXIMUM COMPENSATION (Option Periods)	**$162,200**	**$181,800**	**$208,400**	**$258,400**

3.2 Price Renegotiation. Ongoing costs in Table B2 above are fixed for each option renewal. Contractor may request adjustments to the supplemental service rates in Section 4.2 below sixty (60) days prior to an option term. Contractor shall provide information justifying reasons for any requested increase, and City shall not unreasonably withhold approval of any increase provided the renewal quote for ongoing services does not increase more than the Producer Price Index (PPI) over the previous year's fees, unless otherwise negotiated.

3.3 In the event that City wishes to publish more than the number of workflows purchased in the current year it may do so by purchasing an add-on subscription pro-rated for the remainder of the then current term. The price shall be calculated as follows:

Additional Workflows Above Annual Paid Amount	Additional Workflows Cost Per Month (EA)
Initial Term (Year 1)	$238
Option 1 (Year 2)	$174
Option 2 (Year 3)	$116
Option 3 (Year 4)	$78
Option 4 (Year 5)	$78

3.4 City shall provide Contractor prior written notice in the form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current

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term. The City's Director of Finance or designee is authorized to exercise options on behalf of the City.

4   **Additional Services**

4.1   In the event the City requires additional professional services directly related to the Business Process Automation Solution, Contractor shall provide a written quotation, at no cost to the City, of the type of Additional Service requested and the time required to complete requested work.

4.2   Supplemental professional service rates shall not exceed the following:

Supplemental Services	Hourly Rate
Project Management	$190
Integration Services	$190
Custom Feature Development	$190
Training	$190
Custom Report Writing	$190

4.3   The City reserves the right to request a fixed priced quote in lieu of time and materials. Any fixed price quotes shall be consistent with and not exceed the agreed-upon supplemental service rates in Section 4.2 above and must be good for at least ninety (90) days.

4.4   Quotes must be approved by the City through an executed Change Order prior to any work being performed.