

**AMENDMENT NO. 1
TO THE AGREEMENT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TRUEPOINT SOLUTIONS, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and TruePoint Solutions, LLC, a California limited liability company ("Contractor"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and Between the City of Santa Clara, California, and TruePoint Solutions, LLC" with an effective date of August 26, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide implementation and technical support for Accela Permit and Land Development software system, and the Parties now wish to amend the Agreement to extend the termination date, include an additional task in the scope of services, and increase the maximum compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

1. Section 2 of the Agreement, entitled "Term of Agreement," is hereby amended to delete the existing termination date of December 31, 2020 and replace it with the following:

"June 30, 2022."

2. Exhibit A of the Agreement, entitled "Scope of Services," is hereby amended to add the following text after the first sentence of the Exhibit:

"The Services to be performed for the City by the Contractor under this Agreement shall also include additional Data Conversion(s) and System Configurations for the City's Tidemark database, as well as Hdl and CUPA for the

Santa Clara Fire Department. Project Management Hours by a TruePoint Consultant for 'post Go-Live' support shall continue until the amended term expiration date of June 30, 2022. Additional details are provided below"

3. Exhibit A of the Agreement, entitled "Scope of Services," is hereby amended to delete the following text from the top of page 4:

"PROJECT TIMELINE

The estimated term of this project is 13 to 14 months for the initial deployment with the estimated start date in August 2018 and an estimated completion date in November 2019."

and replacing it with the following:

"PROJECT TIMELINE

The estimated term of this project is 13 to 14 months for the initial deployment with the estimated start date in August 2018 and an estimated completion date in November 2019 for Deliverables 1 through 17. Deliverables 18 through 20 shall commence in May 2021 and be completed in June 2022."

4. Appendix C ("Detailed Scope") of Exhibit A ("Scope of Services") of the Agreement is hereby amended to add Deliverables 18 – 20 after existing Deliverable 17:

"DELIVERABLE 18: ADDITIONAL DATA CONVERSIONS

Due to the unavailability of certain information during the prior data conversions (including, but not limited to, address parcels, GIS data, and fee information), it is necessary to repeat the previously completed data conversions.

DELIVERABLE 19: FIRE DEPARTMENT HDL AND CUPA CONVERSION & CONFIGURATION.

Deliverable 8A covered the conversion of Hdl Fire Occupancy data; this deliverable 19 will provide configuration of the Hdl data for Fire Department usage. In addition, TruePoint will provide integration to CUPA.

TruePoint Responsibilities:

- Project Management for the duration of the project
- Fire Occupancy Record Annual Inspections and Operational Permits
- EnvHealth CUPA configuration
- Occupancy Data and Inspections from Hdl. (Funds included in Phase 1.)
- Live and post go-live support

Agency Responsibilities:

- City will need to provide data to TruePoint

DELIVERABLE 20: ADDITIONAL PROJECT MANAGEMENT

Consultant Michele Niccore will provide additional project management hours as requested by City through June 30, 2022 at the rate of \$157.00/hour, approximately 20 hours per week for 12 months.”

5. Exhibit B of the Agreement, entitled “Fee Schedule,” is hereby amended by deleting the first sentence of the Exhibit:

“In no event shall the amount billed to City by Contractor for services under this Agreement exceed eight hundred eighty-five thousand eighty-two dollars (\$885,082), which reflects the proposed cost plus a ten percent (10%) contingency, subject to budget appropriations.”

and replacing it with the following:

“In no event shall the amount billed to City by Contractor for services under this Agreement exceed one million, one hundred thousand, five hundred eighteen dollars (\$1,100,518.00), subject to budget appropriations.”

6. Exhibit B of the Agreement, entitled “Fee Schedule,” is hereby amended by adding the following eight lines to the bottom of the table on Page 2:

Deliverables 18, 19 & 20		
Additional Data Conversions	60	Repeat of previously completed conversions with additional data
Fire Dept HDL & CUPA – Project Management	80	Project management for the duration of the project
Fire Dept System Configuration – Occupancy Record	0	Fire Occupancy Record Annual Inspections & Occupancy Permits
Fire Dept System Configuration – CUPA	260	EnvHealth CUPA configuration
Fire Dept data conversion	0	Occupancy data & inspections from Hdl
Fire Dept – move configuration to PROD	16	Go Live and post go-live support
Additional project management hours	960	June 2021 – June 2022

7. Exhibit B of the Agreement, entitled "Fee Schedule," is hereby amended by adding Deliverables 18, 19, and 20 to the table on Page 3 after Deliverable 17 to read as follows:

18	Additional Data Conversions	\$8,000
19	Fire Dept Hdl and CUPA Conversion & Configuration	\$56,116
20	Additional Project Management	\$151,320

8. Exhibit B of the Agreement, entitled "Fee Schedule," is hereby amended by replacing the final three lines of the table on Page 3 with the following five lines:

	Total, Tasks 1 – 17	\$768,620
	Travel Expense Estimate, Tasks 1 – 17	\$36,000
	10% Contingency on Tasks 1 – 17	\$80,462
	Total, Tasks 18 - 20	\$215,436
	Total Travel & Service	\$1,100,518

9. Exhibit B of the Agreement, entitled "Fee Schedule," is hereby amended by deleting the following text from page 4:

"CUPA: The pricing above does not include integration to CUPA. Accela is creating a generic CUPA import/export routine that has not been fully released. As an estimate integration to CUPA could add as much as \$20,000 to \$50,000 in services to the SOW. It is recommended that any further discussion on CUPA is put on hold until we can determine if a standard integration from Accela can be used."

10. Exhibit B of the Agreement, entitled "Fee Schedule," is hereby amended by deleting the following text from page 4:

"CONTRACT SUM:

The total amount payable under this Agreement is therefore \$804,620 including travel expenses and travel time."

and replacing it with the following:

"CONTRACT SUM:

The total amount payable under this Agreement is therefore \$1,100,518 including travel expenses and travel time."

11. Contractor further acknowledges that there are no minimum usage requirements and no commitment for a minimum number of hours.
12. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

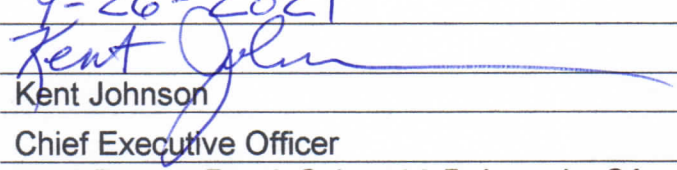
Dated: _____

BRIAN DOYLE
City Attorney

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"CITY"

TRUEPOINT SOLUTIONS, LLC
a California Limited Liability Company

Dated: 4-26-2021
By (Signature): 
Name: Kent Johnson
Title: Chief Executive Officer
Principal Place of Business Address: 3262 Penryn Road, Suite 100-B, Loomis, CA 95650
Email Address: kjohnson@truepointsolutions.com
Telephone: (916) 259-1293
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"CONTRACTOR"