

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

PREAMBLE

This amendment (“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 Services Between the City of Santa Clara and TruePoint Solutions LLC,”, dated July 1, 2022 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide implementation and technical support services for Accela Permit and Land Development software system, and the Parties now wish to amend the Agreement to extend the termination date 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 in its entirety to read as follows:
 - “A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2022 and terminate on June 30, 2027.”
 - b. After the Initial Term, City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional years through June 30, 2029 (“Option Periods”) in such increments as determined by City. Such extensions of term shall be authorized through an Amendment to this Agreement executed by

the Parties. The Initial Term and Option Periods shall collectively be referred to as "Term".

- 2. Exhibit A of the Agreement, entitled "Scope of Services," is hereby amended in its entirety by replacing it with the attached Exhibit A (First Revised), which is hereby incorporated in the Agreement.
- 3. Exhibit B of the Agreement, entitled "Schedule of Fees," is hereby amended in its entirety by replacing it with the attached Exhibit B (First Revised), which is hereby incorporated in the Agreement.
- 4. 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: _____

 GLEN R. GOOGINS
 City Attorney

 JOVAN D. GROGAN
 City Manager
 City of Santa Clara
 1500 Warburton Avenue
 Santa Clara, CA 95050
 Telephone: (408) 615-2210
 Fax: (408) 241-6771

"CITY"

TRUEPOINT SOLUTIONS LLC
a California limited liability company

Dated: _____

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 ext 202

Fax: (916) 256-1975

"CONTRACTOR"

DRAFT

EXHIBIT A (FIRST REVISED)
SCOPE OF SERVICES

1. INTRODUCTION

Under this agreement, Contractor shall provide professional services as required by the City to support the Accela Civic Platform Permitting System.

2. CONTRACT ADMINISTRATOR

Contractor will be managed by a member of the Community Development Department staff, serving in the capacity of a Contract Administrator. The Contract Administrator will be the primary point of contact for communication between the City and Contractor.

3. AD-HOC SERVICES

- 3.1.** Contractor shall respond to request from City staff for certain ad hoc services. Ad hoc services are services for general tasks which there are not any specifications or deliverables specified for such services. Ad hoc services are minor fixes or updates to the System to resolve system/business process issues.
- 3.2.** Ad hoc services shall be considered accepted as they are performed.
- 3.3.** Contractor is authorized to provide up to thirty (30) hours of ad hoc services per week without prior approval. Contractor shall immediately notify the Contract Administrator and obtain written approval if the hours will be exceeded.

4. TASK ORDERS

- 4.1.** For services where there are specifications or deliverables, Contractor shall provide such services pursuant to individual task orders ("Task Orders"). Each Task Order shall be substantially in the form specified in Exhibit D. Subject to the terms and conditions of this Agreement, the parties will negotiate the specific requirements of each Task Order.
- 4.2.** The City will not compensate Contractor for any work until the City has executed the Task Order for such work ("Approved Task Order").
- 4.3.** The Task Order must be approved by Contractor, the Contract Administrator, the City's Project Manager, and the Department Director.

**EXHIBIT B (FIRST REVISED)
SCHEDULE OF FEES**

1. MAXIMUM COMPENSATION

The maximum compensation the City will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **Two Million Four Hundred Forty-Five Thousand Ninety-Four Dollars (\$2,445,094)** during the term of the Agreement. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding amount will require an Amendment to this Agreement.

City Department	Note	Allocated Amount³
Community Development	See notes 1 and 2	\$1,480,094
Fire Department	See note 2	\$365,000
Police Department	See note 2	\$100,000
Finance	See note 2	\$100,000
Water & Sewer Utilities	See note 2	\$100,000
Public Works	See note 2	\$100,000
Parks and Recreation	See note 2	\$100,000
Silicon Valley Power	See note 2	\$100,000
Total		\$2,445,094

Notes:

1. *Ad-hoc services (as described in Section 3 of Exhibit A) will be funded by the Community Development Department.*
2. *Task orders (as described in Section 4 of Exhibit A) will be issued for projects as they are identified, scoped, and funded by each department.*
3. *The Allocated Amount is for the City's internal budgeting purposes only. City departments that will exceed their Allocated Amount must obtain approval from the City's Contract Administrator.*

2. PROFESSIONAL SERVICES FEES

- 2.1. Contractor shall provide the services as described in Exhibit A on a time and material basis at the following rates:

Staff	Hourly Rate Effective from July 1, 2022 to June 30, 2024	Hourly Rate Effective from July 1, 2024 to June 30, 2027
Project Manager	\$157.93	\$173.73
Trainer	\$157.93	\$173.73
Web Consultant	\$157.93	\$173.73
Business Analyst	\$143.58	\$157.93
Technical Consultant	\$134.01	\$147.42

Report Development Consultant	\$134.01	\$147.42
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- 2.2. Contractor shall work the hours required and authorized by the City. Contractor will not be entitled to receive any compensation for work not authorized by the City.
- 2.3. Contractor shall not be reimbursed by City for expenses and shall not be paid for travel time.
- 2.4. After June 30, 2027, rates may be negotiated no more than once annually. Contractor shall notify the City ninety (90) days in advance of any proposed rate increase. Any rate increases are subject to approval by the City and must be substantiated by the Contractor to the satisfaction of the City. All rate adjustments must be approved by the City through an amendment to this Agreement.

3. INVOICING

- 3.1. For task orders, Contractor will base its invoice on the payment schedule set forth in the Approved Task Order.
- 3.2. For ad-hoc services, Contractor will base its invoice on the hours and professional fees associated with the services completed during the invoice period.
- 3.3. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.