

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DOCUMENT MANAGEMENT TECHNOLOGY, LLC**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Document Management Technology, LLC a Nevada 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 Document Management Technology, LLC, dated September 5, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide scanning into a TIFF or JPEG format, bookmark, link and highlighting for the contracts database, and the Parties now wish to amend the Agreement to increase the Schedule of Fees by \$100,000 and increase the term to September 5, 2022.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

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 the Effective Date of this Agreement and terminate on September 5, 2022.

2. Exhibit B of the Agreement, entitled "Fee Schedule" is amended to read as follows:

In no event shall the amount billed to city by Contractor for services under this Agreement exceed two hundred thirty thousand dollars and zero cents (\$230,000.00), subject to budget appropriations.

DMT's scanning rate - \$30.00 per hour

DMT's document conversion, pdf creation and optimization; database manipulation rate, and all other requested tasks - \$50.00 per hour

Travel expenses are not included in the hourly rates and will be billed as actual expenses and are subject to the following:

Unless approved in writing (e-mail acceptable) in advance, meals, lodging, and related Per Diem shall not exceed the rates outlined by United States General Services Administration (GSA) at: <https://www.gsa.gov/travel-resources>

The City shall not reimburse local travel (within Santa Clara county).

3. 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

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

DOCUMENT MANAGEMENT TECHNOLOGY, LLC
a Nevada limited liability company

Dated: _____

Name: MARY ALICE WEST

Title: Managing Partner

Principal Place of Business Address: 1805 Royal Birkdale Drive
Boulder City, NV 89005

Telephone: (702) 293-6487

“CONTRACTOR”