



AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT
WITH CIVICPLUS LLC, FOR
SEECCLICKFIX SUBSCRIPTION, TRAINING AND APPLE/ANDROID APPS

This Amendment No. 2 is entered into as of _____, (Effective Date) by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "City") and **CivicPlus LLC**, a limited liability company (hereafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Amendment No. 2.

RECITALS:

WHEREAS, on May 31, 2019, the City entered into a Professional Services Agreement (hereinafter, the "Agreement") with SeeClickFix, Inc. for SeeClickFix Subscription, Training and Apple/Android Apps to be provided to the City, with a term period of June 1, 2019 through May 31, 2024, and a maximum compensation amount of \$94,000.00; and

WHEREAS, on April 9, 2021, the Parties entered into an Assignment and Assumption of Contract agreement effective as of October 9, 2019 due to the merger of SeeClickFix Inc. and CivicPlus, LLC, whereby the Agreement was assigned to and assumed by Consultant; and

WHEREAS, on April 16, 2021, the Parties entered into Amendment No. 1 to increase the compensation amount by \$6,000.00 to purchase an upgrade to provide SeeClickFix-hosted integration with Lucity (CentralSquare Technologies) with Service Requests and Work Orders; and

WHEREAS, the parties now wish to correct the error in the Agreement in which the maximum compensation amount of the Agreement was misstated as \$94,000.00. The correct maximum compensation of the Agreement was previously \$96,000.00 as per **Exhibit B- Schedule of Charge/Payments** of \$18,000.00 annually to a maximum of five (5) years, plus \$6,000 for the upgrades purchased via Amendment No. 1; and

WHEREAS, the parties also wish to amend the Agreement to provide SeeClickFix Unlimited Annual Licenses for the period of September 30, 2021 to May 31, 2024 and an increase in compensation of \$13,969.18, for a new total maximum compensation of \$109,969.18;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties agree to amend the Agreement as follows:

1. Subsection b of Section 2 Compensation of the Agreement is amended to read as follows: "In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of **One Hundred Nine Thousand Nine Hundred Sixty-Nine Dollars and Eighteen Cents (\$109,969.18)**. Annual license fees will be paid within thirty (30) day of receipt of an invoice which includes a detailed descriptions of the work performed.

2. **Exhibit B, Schedule of Charges/Payments**, Exhibit B-1 (as adopted by Amendment No. 1) is hereby deleted in its entirety and replaced with Exhibit B-2 attached hereto and incorporated herein by this reference.
3. All other provisions of the Agreement not amended by this Amendment No. 2 shall remain in full force and effect.

[Signatures on Following Page]

**SIGNATURE PAGE TO AMENDMENT NO. 2
OF THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF MILPITAS
AND CIVICPLUS LLC**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 as of the date first written above.

APPROVED BY:

CITY OF MILPITAS

Approved By:

Steven G. McHarris
City Manager

Effective Date

Approved As To Form:

Christopher J. Diaz
City Attorney

Approved:

Lauren Lai, CPA, MPA
Director of Finance/Risk Manager

Approved As To Content:

Tony Ndah
Director of Public Works

CIVICPLUS LLC

Signature

Name

Title

Date

EXHIBIT B-2

Revised Schedule of Charges/Payments

Contract Years One and Two

City shall pay Consultant \$18,000.00 annually to a maximum of two (2) years for the services listed below. Recurring annual product subscription fees are due upon renewal. Initial year payment due within forty-five (45) days of contract execution.

Item	Descriptions	QTY
Request Package	Collect requests and manage workflow all in one place with SeeClickFix web and mobile apps	1
Work	Internal communication tools for organizational and workflow management	1
Included Users	Distinct internal users included in the base price of the request package.	20
Marketplace Apps	Custom white label app in Apple App Store and Android Play store. SeeClickFix, Inc. agrees to the terms and conditions contained in the Apple Developer Program License Agreement	2
Integration	Integration of SeeClickFix to Lucidity	1
TOTAL ANNUAL FEE		\$18,000.00

Contract Years Three

City shall pay Consultant \$23,969.18 for the Unlimited User licenses listed below. Recurring annual product subscription fees are due upon renewal.

Item	Descriptions	QTY
Request Package	Collect requests and manage workflow all in one place with SeeClickFix web and mobile apps	1
Work	Internal communication tools for organizational and workflow management	1
Included Users	Distinct internal users included in the base price of the request package.	Unlimited
Marketplace Apps	Custom white label app in Apple App Store and Android Play store. SeeClickFix, Inc. agrees to the terms and conditions contained in the Apple Developer Program License Agreement	2
Integration	Integration of SeeClickFix to Lucidity, including Service Requests and Work Orders	1
TOTAL ANNUAL FEE		\$23,969.18

Contract Years Four, and Five

City shall pay Consultant \$25,000.00 annually to a maximum of two (2) years for the Unlimited User licenses listed below. Recurring annual product subscription fees are due upon renewal.

Item	Descriptions	QTY
Request Package	Collect requests and manage workflow all in one place with SeeClickFix web and mobile apps	1
Work	Internal communication tools for organizational and workflow management	1
Included Users	Distinct internal users included in the base price of the request package.	Unlimited
Marketplace Apps	Custom white label app in Apple App Store and Android Play store. SeeClickFix, Inc. agrees to the terms and conditions contained in the Apple Developer Program License Agreement	2
Integration	Integration of SeeClickFix to Lucidity, including Service Requests and Work Orders	1
	TOTAL ANNUAL FEE	\$25,000.00