

AMENDMENT NO. 3 TO THE AGREEMENT  
WITH  
HINDERLITER DE LLAMAS & ASSOCIATES (HdL)  
FOR  
BUSINESS LICENSE SOFTWARE



This Amendment No. 3 is entered into this day of \_\_\_\_\_, (“Effective Date”) by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as “City”) and **Hinderliter De Llamas & Associates (HdL)**, a California limited liability company (hereafter referred to as “HdL”). City and HdL are jointly referred to hereinafter as the “Parties.”

**RECITALS:**

**WHEREAS**, on August 23, 2017, the Parties entered into an Agreement for Business License Software and Services (hereinafter the “Master Agreement”) to process business license fees for the City on an annual basis; and

**WHEREAS**, on January 16, 2018, the Parties entered into Amendment No. 1 to the Master Agreement, which increased funding by \$616.63 for travel expenses relating to a training session held on October 4, 2017, increased funding by \$11,800.00 for two (2) additional user licenses, software use fees and hosting services, and deleted EXHIBIT B – COMPENSATION and replaced it with EXHIBIT B-1 COMPENSATION (Updated January 2018); and

**WHEREAS**, on June 7, 2019, the Parties entered into Amendment No. 2 to the Master Agreement correcting the first-year costs to \$30,484.71; and correcting Year Two fees to \$18,735.45, and added Exhibit B-3; and

**WHEREAS** the Parties now desire to amend the Master Agreement to expand the functionality of the Prime System to schedule the export of the City’s data for GIS use.

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

1. **Scope of Service Amended.** Section 1 (entitled “Prime Software System”) of Exhibit A (entitled “Scope of Service”) of the Master Agreement is hereby amended to include item 1.2.1 as follows:

“1.2.1           Hdl will create the SQL query to pull the data requested by the City to schedule the export of the City’s data for GIS use by July 1, 2021. City will provide the list of all columns wanted and any filters that should be applied to the data set. The City will set up the export to routinely pull data in a static format. This data will be stored on HdL servers in a location the City can access.”

2. **Year 5 Cost Amendment.** Exhibit B-3, as approved by Amendment No. 2, dated June 7, 2019, is hereby amended to add the one-time fee of \$2,520 for GIS data export and Alarm Permit reports, and to increase the Software Use Fee by \$400.00 for annual maintenance of the SQL query in Year 5. This increase will take effect July 1, 2021. Accordingly, Exhibit B-3, Compensation - YEAR 5 table shall be revised to read as follows:

## COMPENSATION - YEAR 5

Item	U/M	Price	Date
One-Time Project Cost	One-Time	\$ 2,520.00	7/1/2021
Annual Software Use Fee	One-Time	\$ 16,453.62	7/1/2021
Hosting & Remote User Access Services	12 Months	\$ <u>3,540.00</u>	<u>7/1/2021</u>
	TOTAL	\$ <u>22,513.62</u>	

**[SIGNATURES ON FOLLOWING PAGE]**

**AMENDMENT NO. 3 TO THE AGREEMENT**  
**WITH**  
**HDL SOFTWARE, LLC**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF MILPITAS**

*Approved By:*

\_\_\_\_\_  
Steven G. McHarris, City Manager

\_\_\_\_\_  
Date

*Approved As To Form:*

\_\_\_\_\_  
Christopher J. Diaz, City Attorney

Approved:

\_\_\_\_\_  
Lauren Lai, CPA, MPA  
Finance Director / Risk Manager

*Approved As To Content:*

\_\_\_\_\_  
Daniel Nam, Director of Information  
Technology

**HdL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date