

THIRD AMENDMENT TO AGREEMENT
21-072 BETWEEN THE CITY OF CUPERTINO AND
AVOCETTE TECHNOLOGIES INC FOR
ACCELA CONSULTING SERVICES AND GENERAL
CONSULTING SUPPORT

This Third Amendment to Agreement 21-072 between the City of Cupertino and AVOCETTE TECHNOLOGIES INC., is by and between the CITY OF CUPERTINO, a municipal corporation (hereinafter "City") and AVOCETTE TECHNOLOGIES INC., a Corporation ("Contractor") whose address is 422 SIXTH STREET-2ND FLOOR, NEW WESTMINSTER , BC V3L3B2, and is made with reference to the following:

RECITALS:

- A. On July 1, 2021 Agreement 21-072 ("Agreement") was entered into by and between City and Contractor for Accela Consulting Services for Business License Module and general Consulting Support.
- B. On June 30, 2022, First Amendment ("Agreement") was entered into by and between City and Contractor for Accela Consulting Services for Business License Module and General Consulting Support.
- C. On July 18, 2022, Second Amendment ("Agreement") was entered into by and between City and Contractor for Accela Consulting Services for Business License Module and General Consulting Support.
- D. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between and undersigned parties as follows:

SERVICES

- 1. Paragraph 2 of the Agreement is modified to read as follows: Contractor agrees to provide the services and perform the tasks ("Services") set forth in detail in Scope of Services, attached here and incorporated as Exhibit A2.

TIME OF PERFORMANCE

- 2. Paragraph 3 of the Agreement is modified to read as follows:
 - 3.1 This Agreement begins on the Effective Date and ends on June 30, 2026 ("Contract Time"), unless terminated earlier as provided herein. Contractor's Services shall begin on the effective date and shall be completed by June 30, 2026. The City's appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.
 - 3.2 Schedule of Performance. Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here Exhibit B2.
 - 3.3 Time is of the essence for the performance of all the Services. Contractor must have

sufficient time, resources, and qualified staff to deliver the Services on time.

MAXIMUM COMPENSATION

3. Paragraph 4.1 of the Agreement is modified to read as follows: City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$392,000.00 ("Contract Price"), based upon the scope of services in Exhibit A2 and the budget and rates included in Exhibit C2, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor's actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF CUPERTINO

AVOCETTE TECHNOLOGIES INC.

By _____

By Aain Cavanagh

Title _____

Title VP, Public Sector Unit

Date _____

Date May 2, 2023

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

Date _____

EXPENDITURE DISTRIBUTION

Item	Amount
Original Contract	\$87,000
Amendment 1	0
Amendment 2	\$85,000
Amendment 3	\$220,000
Total	\$392,000












Third Amendment to Avocette Agreement

Final Audit Report

2023-05-02

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