

AMENDMENT No. 2
CONTRACT No. 30002409

Agreement for Professional Technical, or Expert Services (IT)
FIRE AND POLICE DISABILITY AND RETIREMENT
APPLICATION REPLATFORM

This Contract was made and entered into on the 15th day of October 2011, by and between **Online Business Systems, Inc.**, a Minnesota corporation, hereinafter called "Contractor," and the **City of Portland**, a municipal corporation of the State of Oregon, hereinafter called "City," by and through their duly authorized representatives. This Amendment may refer to the City and Contractor individually as a Party or collectively as the Parties.

The effective date of this Amendment is **October 15, 2016**. The purposes of this Amendment are to extend the term of the Contract, to increase the not-to-exceed value of the Contract to cover Maintenance and other Services for the extended term, and to modify certain sections of the Contract as set forth herein.

As authorized by Ordinance No. _____, the Parties hereby agree to amend the Contract as follows:

1. The term of the Contract is extended by five years, and the new expiration date is **October 14, 2021**.
2. The not-to-exceed value of the Contract is increased by **\$500,000.00**, from **\$650,000.00** to **\$1,150,000.00**.
3. Contractor's prices for the extended term are as follows:

Charges	Years 6-7	Years 8-10
Maintenance and support	\$30,000 per year	\$35,000 per year
Development	\$130/hour (with increases capped at 3% per year)	

Contractor shall bill Maintenance Fees on a quarterly basis. The Maintenance Fees may increase if the City requires server and or platform changes. For Software Enhancements, Contractor shall bill development charges on a monthly basis for the hours agreed-upon and worked.

4. Section 3.6.2 is DELETED.
5. Section 3.7 Substitution of Software at No Charge is DELETED.
6. Section 4.3.1 Preventative is REPLACED with the following text:
 - a. "4.3.1 Preventative. Maintenance shall include preventative services and tools for the System such as, without limitation, the development, release and assistance in installation of Updates and Upgrades which are designed to prevent operational errors, bugs, viruses, and the like."

7. Section 4.6 Training is REPLACED with the following text:

- a. "Training. At the City's request, Contractor shall provide the City with remote or on-site training in connection with Upgrades or major repairs that change the functional operation of the System, or any Software or Equipment component, whether such repair or alteration is a permanent or interim modification. Such training may be charged to the City at Contractor's then-current rates."

8. Section 4.7 Version Support is DELETED.

9. In Section 4.8 Redundant Systems, the phrase "redundant System/Product" is REPLACED with the phrase "development/test System/Product."

10. The following text is ADDED as paragraph two in Section 4.10 in Section 4.0 MAINTENANCE SPECIFIC PROVISIONS,

- a. "Notwithstanding the resolution times set forth in the table below, the Parties may agree in writing to a longer resolution time, especially in cases where the source of the Error may involve City infrastructure or databases."

11. The following text is ADDED to Section 2.e.i of Exhibit B Statement of Work:

- a. "D. Contractor is responsible for Maintenance and Enhancement of Software including but not limited to:
- Federal and State Tax processing programming needs, testing and validation
 - Software Enhancements subject to cost estimates and Bureau prioritization

All other terms and conditions of the Contract shall remain unchanged by this Amendment and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed.

CITY OF PORTLAND

ONLINE BUSINESS SYSTEMS (CONTRACTOR)

Chief Procurement Officer Date

Authorized Signature Date

Approved as to Form

Printed Name and Title

Address: _____

Office of City Attorney Date

Phone: _____