

**City and County of San Francisco
Office of Contract Administration
Purchasing Division**

Second Amendment

THIS AMENDMENT (this "Amendment") is made as of **January 14, 2013**, in San Francisco, California, by and between **Northpointe, Inc.** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below);
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

1. Definitions. The following definitions shall apply to this Amendment:

1a. Agreement. The term "Agreement" shall mean the Agreement dated **March 7, 2011** between Contractor and City, as amended by the **First Amendment** dated **August 30, 2012**, and the **Assignment and Assumption Agreement** dated **January 23, 2012**.

1b. Other Terms. Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. Modifications to the Agreement. The Agreement is hereby modified as follows:

2a. Section 38. Section 38, Subcontracting, of the Agreement currently reads as follows:

38. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

Such section is hereby amended in its entirety to read as follows:

38. Subcontracting. Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by City in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be

null and void. City hereby approves the use by Contractor of **Homeland Justice Systems, Inc.** ("**Subcontractor**"), 11801 Piece Street, 2nd Floor, Riverside, CA 92505, as a Subcontractor in the performance of this Agreement. Contractor shall acquire, for the benefit of the City, any licenses and warranties needed from **Subcontractor** as warranted under **Section 6(b)** (Licensed Software; Warranties: Right to Grant License) of this Agreement. In the event City exercises the option stated in **Section 3(b)(2)** (Term of the Agreement; City Options) to purchase a perpetual license from Contractor, Contractor shall ensure the same term perpetual license be acquired from Subcontractor, for the benefit of the City, and pass the license and warranties to City at the expiration or termination of this Agreement. Contractor acknowledges its duty to impose specified requirements in all subcontracts constitutes a material element of this Agreement. Contractor shall remain fully responsible for the performance of its obligations under this Agreement, and shall be fully responsible for ensuring such Subcontractors' compliance with this Agreement. Furthermore, Contractor acknowledges its duty includes, but is not limited to, having all Subcontractor employees meet the requirements set forth in Appendix A, Section 5, Security.

2b. Appendix A, "Statement of Work," Section 8.1, "Milestones with Payment Schedules," Milestones # 11, of the Agreement currently reads as follows:

Milestone #	Estimated Duration (Business Days)	Milestones	Payment Amount
11.	90 Days after City approves milestone #10	On satisfactory performance of the COMPAS Application and JUSTIS Interface System for a period of no fewer than 90 days following commencement of production operation of the Application by the City, and on approval and signoff of the Final V&V Report (milestone 11 sign-off) by the City the final payment will be authorized by the City and the Project formally Accepted and closed.	\$148,600

Such section is hereby amended in its entirety to read as follows:

Milestone #	Estimated Duration (Business Days)	Milestones	Payment Amount
11.	90 Days after City approves milestone #10	On satisfactory performance of all components of the application specified in this agreement	\$116,600

		(excluding JUSTIS interface testing) for a period of no fewer than 90 days following commencement of production operation of the Application by the City, and on approval and signoff of the V&V Report (milestone 11. sign-off) by the City the payment will be authorized by the City.	
11.a.	90 Days after City approves milestone #11	On satisfactory performance of the JUSTIS Interface System for a period of no fewer than 90 days following commencement of production operation of the Application by the City, and on approval and signoff of the Final V&V Report (milestone 11.a. sign-off) by the City the final payment will be authorized by the City and the Project formally Accepted and closed.	\$32,000

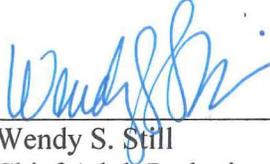
3. Effective Date. Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

4. Legal Effect. Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

CITY

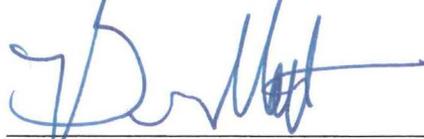
Recommended by:



Wendy S. Still
Chief Adult Probation Officer
San Francisco Adult Probation Department

CONTRACTOR

Northpointe, Inc.

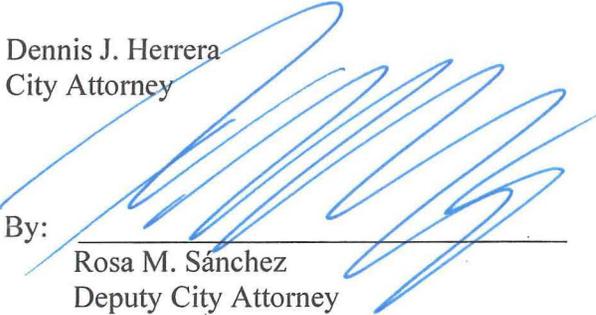


Brian Mattson
General Manager
112 N. Rubey Dr., Suite 135
Golden, CO 80403

City vendor number: **85589**

Approved as to Form:

Dennis J. Herrera
City Attorney



By:

Rosa M. Sánchez
Deputy City Attorney

Approved:



Jaci Fong
Director of the Office of Contract
Administration, and Purchaser