

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

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of December 17, 2019, in San Francisco, California, by and between **Collection Solutions Software, 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 increase the contract amount and update scope of work;

WHEREAS, approval for this Amendment was obtained when the Civil Service Commission approved Contract number 49381-16/17 on December 12, 2019;

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 November 4, 2016 between Contractor and City, as amended by the:

**First amendment,**                      dated **December 17, 2019.**

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. 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 11.** Section 11. Compensation of the Agreement currently reads as follows:

a. **11. Compensation** No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

b. **SaaS Implementation and Training Services:** shall be rendered pursuant to Exhibit 1, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Implementation and Training Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered pursuant to Exhibit 1 shall be made in monthly payments on or before the 30th day of each month for work that City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount for SaaS Implementation and Training Services under this Agreement exceed one hundred eighty thousand dollars and zero cents (\$180,000.00) over the 5-year term. **SaaS Application and Hosted Services:** SaaS Application and Hosted Services shall be rendered pursuant to Exhibit 2, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Application and Hosted Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered pursuant to Exhibits 2 shall be made in quarterly payments, based on a calendar year, on or before the 1st day of each quarter. In no event shall the amount for SaaS Application and Hosted Services under this Agreement exceed two million four hundred sixty-five thousand seven hundred sixty-five dollars and zero cents (\$2,465,765.00).

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

**11. Compensation** No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by City as being in accordance with this Agreement. City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement. In no event shall City be liable for interest or late charges for any late payments.

a. **SaaS Implementation and Training Services:** shall be rendered pursuant to Exhibit 1, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Implementation and Training Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though

fully set forth herein. Compensation for services rendered pursuant to Exhibit 1 shall be made in monthly payments on or before the 30th day of each month for work that City, in its reasonable discretion, concludes has been performed as of the 1st day of the immediately preceding month. In no event shall the amount for SaaS Implementation and Training Services under this Agreement exceed **one hundred eighty thousand dollars and zero cents (\$180,000.00)** over the 5-year term.

**b. SaaS Application and Hosted Services:** SaaS Application and Hosted Services shall be rendered pursuant to Exhibit 2, attached hereto and incorporated by reference as though fully set forth herein. The breakdown of costs associated with the SaaS Application and Hosted Services appear in Exhibit 3 ("Calculation of Charges"), attached hereto and incorporated by reference as though fully set forth herein. Compensation for services rendered pursuant to Exhibits 2 shall be made in quarterly payments, based on a calendar year, on or before the 1st day of each quarter. In no event shall the amount for SaaS Application and Hosted Services, inclusive of Implementation and Training Services, Professional Services, Bank of Hours and CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud, under this Agreement exceed **two million seven hundred sixteen thousand one hundred forty-three dollars and zero cents (\$2,716,143.00)**.

**2b. Exhibit 3.** Exhibit 3 is hereby replaced in its entirety by Exhibit 3.1, attached to this Amendment and fully incorporated within the Agreement.

**2c. Exhibit 9.** Exhibit 9 is hereby added to the Amendment and fully incorporated within the Agreement.

**2b. Section 61.** Section 61. Additional Attachments, Appendices and Exhibits of the Agreement currently reads as follows:

**61. Additional Attachments, Appendices and Exhibits.** The following attachment(s), appendices and exhibits are hereby attached and incorporated into this agreement as though fully set forth herein and together form the complete Agreement between Parties:

**Exhibits**

1. SaaS Implementation and Training Services
2. SaaS Application & hosting Services
3. Calculation of Charges
4. Service Level Obligations
5. Disaster Recovery Plan
6. Third Party Software-Included in the Agreement
7. Business Associate Agreement
8. Commercial Automobile Liability Insurance Waiver

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

**61. Additional Attachments, Appendices and Exhibits.** The following attachment(s), appendices and exhibits are hereby attached and incorporated into this agreement as though fully set forth herein and together form the complete Agreement between Parties:

## **Exhibits**

1. SaaS Implementation and Training Services
2. SaaS Application & hosting Services
- 3.1 Calculation of Charges
4. Service Level Obligations
5. Disaster Recovery Plan
6. Third Party Software-Included in the Agreement
7. Business Associate Agreement
8. Commercial Automobile Liability Insurance Waiver
9. CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud

**2c. Distribution of Beverages and Water .** Section 62 is hereby added to the Agreement, as follows:

### **62. Distribution of Beverages and Water.**

**62a. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**62b. Packaged Water Prohibition.** Contractor agrees that it shall not sell, provide, or otherwise distribute Packaged Water, as defined by San Francisco Environment Code Chapter 24, as part of its performance of this Agreement.

**2d. Limitations on Contributions.** Section 41 is hereby replaced in its entirety as follows:

**41. Limitations on Contributions.** By executing this Agreement, Contractor acknowledges its obligations under section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with, or is seeking a contract with, any department of the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, for a grant, loan or loan guarantee, or for a development agreement, from making any campaign contribution to (i) a City elected official if the contract must be approved by that official, a board on which that official serves, or the board of a state agency on which an appointee of that official serves, (ii) a candidate for that City elective office, or (iii) a committee controlled by such elected official or a candidate for that office, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve months after the date the City approves the contract. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 10% in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the contract, and has provided the names of the persons required to be informed to the City department with whom it is contracting.

**2e. Withholding.** Section 17 is hereby added to “Taxes” to read as follows:

**17.a. Withholding.** Contractor agrees that it is obligated to pay all amounts due to the City under the San Francisco Business and Tax Regulations Code during the term of this Agreement. Pursuant to Section 6.10-2 of the San Francisco Business and Tax Regulations Code, Contractor further acknowledges and agrees that City may withhold any payments due to Contractor under this Agreement if Contractor is delinquent in the payment of any amount required to be paid to the City under the San Francisco Business and Tax Regulations Code. Any payments withheld under this paragraph shall be made to Contractor, without interest, upon Contractor coming back into compliance with its obligations.

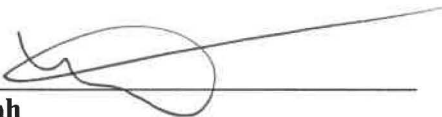
**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after the date of this Amendment.

**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**

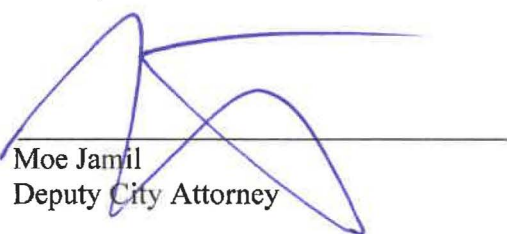
Recommended by:

  
Tajel Shah  
Chief Assistant Treasurer  
Office of the Treasurer and Tax Collector


Approved as to Form:

Dennis J. Herrera  
City Attorney

By:

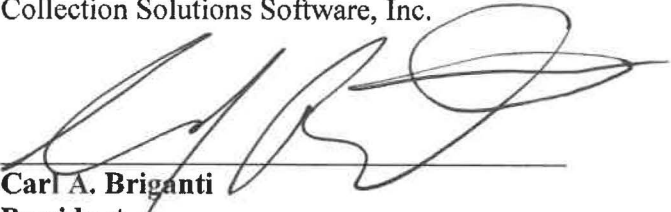
  
Moe Jamil  
Deputy City Attorney

Approved:

  
for Alaric Degrafinried  
Director of the Office of Contract  
Administration, and Purchaser

**CONTRACTOR**

Collection Solutions Software, Inc.

  
Carl A. Briganti  
President  
5950 Canoga Ave. Suite 120  
Woodland Hills, Ca 91367

City vendor number: 98449

City supplier number: 22572

**Exhibit 3.1**  
**Calculation of Charges**

**3A. Implementation and Training Services**

1.	Statement of work and Calculation of Charges	\$4,950
2.	Project Management Plan Cost	\$91,093
3.	Discovery Cost	\$171,400
4.	Saas/ Software Environment Installation	\$35,762
5.	Product Configuration Cost	\$276,800
6.	Platform Migration Cost	\$123,200
7.	Training Cost	\$180,000
8.	Acceptance for Production Cost	\$151,360
9.	Go Live Date Final Staging Cost	\$38,400
<b>TOTAL:</b>		<b>\$1,072,965.00</b>

**3B. Saas Application and Hosted Services**

<b>Original</b>		
1	HD™ 2.0 I Hosted 100 Users Licenses	\$20,990/mo (for 60 months)
2	HD™ 2.0 I Hosted 100 Additional Users Licenses	
3	HD™ 2.0 J 30 Dialer users (10 users already included)	
4	HD™ 2.0 JDialer license rate above 30 users \$149/mo.	
5	HD™ 2.0 I Dialer talk time 2.4c/minute for dialer usage fee	
6	HD™ 2.0 I Portfolio Platform Plug-in	
7	HD™ 2.0 I Legal Platform Plug-In	
8	HD™ 2.0 I Financial Compliance on Demand	
9	HD™ 2.0 I Analytics & Dashboard 20 users	
10	HD™ 2.0 I Ad-hoc DB Report Writer 20 users	
11	HD™ 2.0 I User Defined Data Grids	
12	HD™ 2.0 I SOD Workflow Manager (Adv. Version)	
13	HD™ 2.0 I DJD (Dynamic Job Distributor)	
<b>Subtotal</b>		<b>\$1,259,400</b>
<b>1st Amendment</b>		
14	HD™ 2.0   FedRAMP AWS Hosted 200 Users Licenses Increase	\$6,297/mo (for 24 months)
<b>Subtotal</b>		<b>\$151,128</b>
<b>TOTAL Not to Exceed</b>		<b>\$1,410,528</b>

Plus 2.4c/minute for dialer usage fee not to exceed \$15,000.00

**3C. Professional Services Agreement.** Contractor to make available to the City an additional 370 hours of professional services to be used only if requested by the City for the purposes of configuration changes, data improvements, reporting, modifications, enhancements and other professional services required in connection with the Agreement. The Contractor shall charge the

City \$185 per hour (not exceed \$68,450) for such services. The City shall only be liable for payment for the hours requested and used by the City.

**3D. Bank of Hours Agreement.** If essential changes occur during the course of this implementation project, including but not limited to existing business workflow or operational process changes, unforeseen or unaccounted for changes, or functionality that requires a modification, reconfiguration, or implementation of new functionality the amount of forty-nine thousand nine hundred fifty dollars (\$49,950) will be held in contingency to account for these circumstances. These change needs will be considered as part of the Scope of Work in Exhibit 1 and included within the scope of this implementation project. Use of these funds will be agreed upon by both parties as part of the change order process and based on standard hourly rates that are included in Exhibit 3C (Professional Services) and Exhibit 3 (Calculation of Charges).

**3E. CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud.** As described in Exhibit 9, Contractor will migrate current CSF IMPACT Ecosystem Cloud environment into CSS's FedRAMP AWS Certified Cloud for a one-time cost of \$99,250.

**In no event shall the amount of this contract exceed two million seven hundred sixteen thousand one hundred forty-three dollars and zero cents (\$2,716,143.00).**



**Exhibit 9**  
**CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud**

**CSS Migration From Current Cloud Platform To AWS Fed Ramp Compliant Cloud Service Environment**

TTX and CSS accept:

1. CSS shall migrate from the current software platform to a new cloud services environment (both test and live production) that is certified on an ongoing basis and meets the compliance of the Federal Risk and Authorization Management Program (FedRAMP).
2. CSS works with CCSF Department of Technology and TTX to test and confirm the migration was successful
3. TTX can access the full functionality of the CSS software

TTX approval and sign-off to confirm acceptance before issuance of payment thirty days after the sixty-day period has completed.

**Project Scope**

This project applies to CSS IMPACT Financial Ecosystem AWS FedRAMP Cloud

**Specifications & Requirements**

Project specifications and requirements to upgrade the current CSF IMPACT Ecosystem Cloud environment into CSS's FedRAMP AWS Certified Cloud.

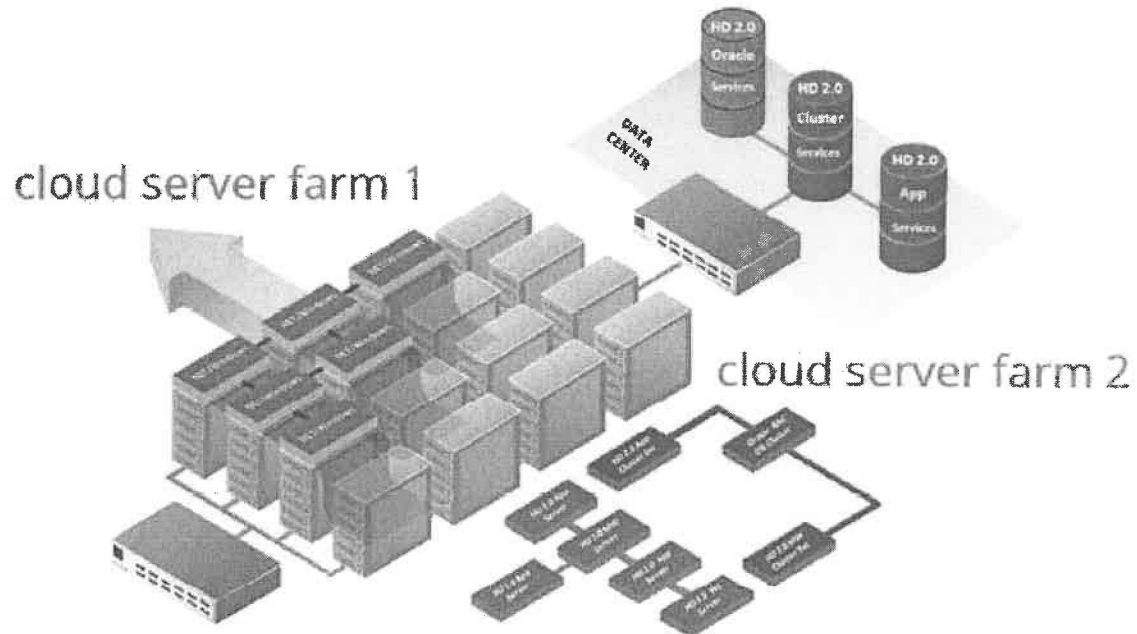
**Environment Procurement**

Procure, provision and bring online new CSS IMPACT Ecosystem AWS FedRAMP environment to support CSF's existing platform.

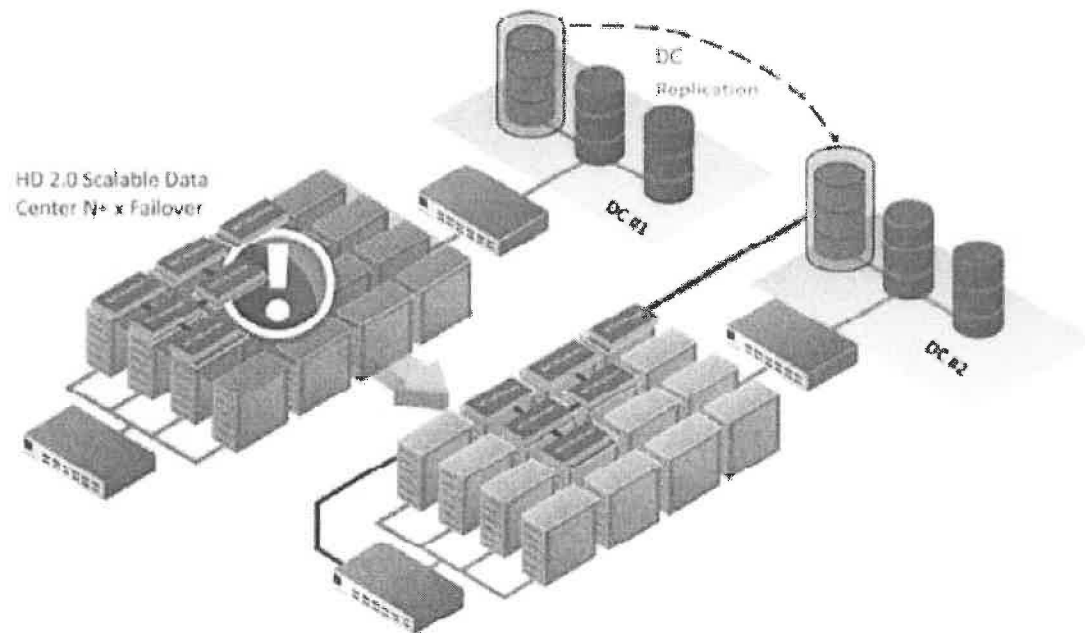
**High Availability & Load Balancing Services**

Migrate current CSF IMPACT Ecosystem Cloud high availability infrastructure to AWS services FedRAMP IMPACT GovCloud Environment. Migrate current CSF IMPACT Ecosystem Cloud scalability & load balancing infrastructure to AWS services FedRAMP IMPACT GovCloud Environment.

## high availability failover infrastructure



high scalability & load balancing infrastructure



### Applications & Middleware

Migrate current CSF IMPACT Ecosystem Applications & Middleware to AWS services FedRAMP IMPACT GovCloud infrastructure Environment.

### Oracle Enterprise Cloud

Provision Oracle Enterprise Cloud Repositories to AWS services FedRAMP IMPACT GovCloud infrastructure Environment.

### Data Migration

Migrate current CSF IMPACT Database data to AWS Oracle Enterprise Repositories FedRAMP IMPACT GovCloud.

### Cloud VPN Connectivity

Provision new multi-point VPNs between CSF and AWS services FedRAMP IMPACT GovCloud. CSS IMPACT | AWS FedRAMP Cloud 5 Statement of Work

### Dependencies

CSF IT Network Administrators to collaborate in the provisioning of the new multi-point VPNs between CSF and AWS services FedRAMP IMPACT GovCloud.

### Project Timelines & Costs Timeline

Project delivery is 6-8 weeks from date of commencement.