

**Office of Contract Administration
Purchasing Division**

Fifth Amendment

THIS AMENDMENT (“Amendment”) is made as of **March 7, 2021**, in San Francisco, California, by and between **Northpointe 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 extend the term of the agreement for support and maintenance only;

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:

- | | |
|--|--------------------------------|
| 1. Assignment & Assumption, | dated January 23, 2012, |
| 2. First amendment, | dated August 30, 2012, |
| 3. Second amendment, | dated January 14, 2013, |
| 4. Third amendment, | dated June 1, 2013, |
| 5. Fourth amendment, | dated March 8, 2016 |
| 6. Fifth amendment, | dated March 7, 2021. |

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 3. Section 3 (“Term of the Agreement; City Options”) is replaced in its entirety as follows:

3. Term of the Agreement; City Options: Subject to Board Approval acting in its sole discretion, the City hereby exercises its option to extend the term of this Agreement for **maintenance and support of the Northpointe Suite Perpetual License for an additional period of one (1) year, through March 7, 2022,** unless sooner terminated in accordance with the provisions of Section 14: Term and Termination/Termination for Convenience, and/or Appendix A.I: Statement of Work, and Attachment 1: Settlement Agreement and Full and Final Release thereto.

2b. Section 19. Section 19 (“Payment”) is replaced in its entirety as follows:

19. Payment. Compensation for one year of additional maintenance and support of the Northpointe Suite Perpetual License shall be due and payable within 30 days of the date of invoice. In no event shall the Guaranteed Maximum Price (GMP) of this Agreement exceed **THIRTY SIX THOUSAND TWO HUNDRED TWENTY FIVE Dollars (\$36,225)**. The breakdown of costs associated with this Agreement is provided for in Appendix B: Calculation of Charges, attached hereto and incorporated herein by reference. All maintenance charges shall be paid annually in advance. In no event shall the City be liable for interest or late charges for any late payments.

2c. Section 23 (“Taxes”). Section 23.a. (“Withholding”) is hereby added to Section 23 (“Taxes”) as follows:

23.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.

2d. Section 42. Section 42 (“Limitations on Contributions”) is replaced in its entirety as follows:

42. 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.

3. Effective Date. March 7, 2021 is the effective 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

CONTRACTOR

Recommended by:

NORHTPOINTE SOFTWARE, INC.

/s/

/s/

Karen L. Fletcher
Chief Adult Probation Officer
Adult Probation

Chris Kamin
General Manager

Northpointe Software, Inc.
1764 Forest Ridge Drive, Suite A
Traverse City, MI 49686

Approved as to Form:

City vendor number: 0000014104

Dennis J. Herrera
City Attorney

By: /s/
Louise Simpson
Deputy City Attorney

Approved:

/s/

Sailaja Kurella
Acting Director of the Office of Contract
Administration, and Purchaser

Appendix B—Calculation of Charges



1764 Forest Ridge Drive Suite A
 Traverse City, MI 49686
 Phone: 888.221.4615
www.equivant.com

Quote

Quote: SANFRACA20210122R1
 Date: January 28, 2021
 Valid Through: February 27, 2021

Prepared for:
 Agency: San Francisco Adult Probation Department
 880 Bryant Street
 Room 200
 San Francisco, CA 94103
 Contact: Ms. Karen L. Fletcher, Chief Adult Probation Officer
 Email: karen.fletcher@sfgov.org
 Project: Northpointe Software Maintenance, Fourth Amendment - 6th year.

	Qty	Unit Price	Total	Initial Acceptance
ANNUAL MAINTENANCE AND SUPPORT				
Term: March 8, 2021 through March 7, 2022				
Northpointe Suite/COMPAS and Web Service Interface Support and Maintenance	1	\$36,225.00	\$36,225.00	
Subtotal, Software Licenses, Maintenance and Support			\$36,225.00	
GRAND TOTAL			\$36,225.00	

Notes

- 1 Year 6 Pricing is pursuant to the FOURTH AMENDMENT between Northpointe Inc. and the City and County of San Francisco effective 3/8/2016.
- 2 To continue with the Northpointe Software License and Maintenance per the FOURTH AMENDMENT, this quotation must be signed and returned prior to February 25, 2021.
- 3 Each line item must be initialed indicating acceptance of each product/service.
- 4 This quotation is contingent on the execution of a new agreement/amendment extending terms through 3/7/2022.

By signing below and initialing above, the San Francisco Adult Probation Department accepts the terms of this quotation.

Accepted:

Bella Fudym

Signature

Bella Fudym / IT Director

Print Name and Title

Feb 3, 2021

Date

By Signing below, the San Francisco Adult Probation Department declines to continue with the Northpointe Software and Services effective 3/7/2021. Should this quotation be declined, new pricing will be in effect for any future contracts.

Declined:

Signature _____

Print Name and Title _____

Date _____

Questions, please contact: Chris Kamin at 608.416.4302 or email at chris.kamin@equivant.com