

**CITY OF SANTA FE
AMENDMENT No. 01 TO
SOFTWARE AS A SERVICE AGREEMENT
ITEM#17-0125**

AMENDMENT No. 01 (the "Amendment") to the CITY OF SANTA FE Software as a Service Agreement, dated 1/17/2017 (the "Agreement"), between the City of Santa Fe (the "Customer") and TouchPhrase Development, LLC the "Provider"). The date of this Amendment shall be the date when it is executed by the Customer and the Provider whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Provider has agreed to provide software services.

B. Pursuant to Article 16.10 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM:

Exhibit A "Services and Fees", subsection "Term of Agreement", of the Agreement remains unchanged, and reads in its entirety as follows:

- Term of Agreement: One Initial Term ending on September 30, 2017, and up to two optional renewal terms of 12 months each, for a potential maximum of 24 months after the expiration of the Initial Term.

This Agreement shall be effective when signed by the Customer and shall terminate on September 30, 2019.

2. Services and Fees.

Exhibit A "Services and Fees" of the Agreement is amended, so that it's "Fees and Expenses" section reads as follows:

- Fees and Expenses:

- Renewal Terms for the second and third year respectively, shall be \$15,000. Each Renewal Term shall be for a 12-month period.

- If Active Enrollment exceeds 100 patients for any quartile during the Renewal Term for the third year, the following formula will be used for that third year:

- If the total patient enrollment is 101 or above: $12,000 + \$100 / \text{yearly enrollment}$.

- "Active Patient Enrollment" shall include only those patients enrolled in the Service Software whose records were created or updated by Customer during the applicable Renewal Term year.

- For additional customization as mutually agreed upon and attached, the fee shall be \$8,000.00.

- In no event shall the Customer's aggregate payment for the Initial Term and the Renewal Terms exceed Fifty Thousand US Dollars (\$50,000), unless mutually agreed upon by the Provider and the Customer.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the

City of Santa Fe Software as a Service Agreement as of the dates set forth below.

CITY OF SANTA FE (Customer):

PROVIDER:

TouchPhrase Development, LLC

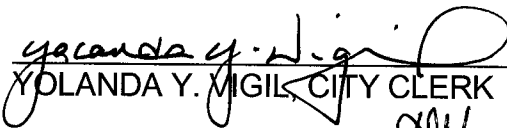

BRIAN K. SNYDER, CITY MANAGER

See Attached
Rick Pionkowski, President and CEO

Date: 09/12/2018

Date: _____

ATTEST:


YOLANDA Y. MIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4.11.18
ADAM K. JOHNSON, FINANCE DIRECTOR 

62253.570850.12087
Business Unit/Line Item

via 22132.700100.1001

City of Santa Fe Software as a Service Agreement as of the dates set forth below.


CITY OF SANTA FE (Customer):


BRIAN K. SNYDER, CITY MANAGER

Date: 09/12/2018

PROVIDER:

TouchPhrase Development, LLC



Rick Pionkowski, President and CEO

Date: 4/16/2018

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:


KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

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