

**CITY OF RICHMOND
CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No:	Vendor No:
P.O./Contract No:	
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Company Name: _____
Street Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone: _____ Email: _____
Business License No: _____ / Expiration Date: _____

A California [] corporation, [] limited liability corporation [] general partnership, [] limited partnership, [] individual, [] non-profit corporation, [] individual dba as [specify:] _____ [] other [specify:] _____

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council of the City of Richmond or executed by the City Manager on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

By _____

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the City Council or executed by the City Manager.

Title: _____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By _____
City Clerk

By: _____

Title: _____

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

By _____
City Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is

(Insert original contract commencement date)

and it terminates

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the City Manager if the total Contract amount does not exceed \$10,000 or without the prior approval of the City Council if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

AMENDMENT NO. 1 TO LICENSE AGREEMENT

This Amendment No. 1 (“Amendment”) is entered into as of November 17, 2021, to amend the License Agreement dated November 17, 2021 (the “Agreement”) between Veritone, Inc. (“Veritone”) and the entity listed under Licensee Information below (“Licensee”).

LICENSEE INFORMATION			
Agency Name:	Richmond Police Department	Billing Contact Information	
Agency Address:	1701 Regatta Blvd., Richmond, CA 94804	Contact Name:	Accounts Payable
Contact Name:	Eddie Aubrey	Contact Phone:	510-620-6913
Phone:	510-620-6666	Contact Email:	Accounts_payable@ci.richmond.ca.us
Email:	eaubrey@richmondpd.net	Email for Invoices:	Same
AMENDMENTS			
<ol style="list-style-type: none"> Defined Terms. Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Agreement. Amendment to License Fee. Veritone and Licensee hereby agree that the License Fee in the Agreement shall be deleted and replaced with \$14,250. Amendment to Cognitive Processing. Veritone and Licensee hereby agree that the Cognitive Processing section in the Agreement shall be deleted and replaced with: “License includes cognitive processing of up to 150 hours of media uploaded by Licensee through the Redact Application during the Term. Additional processing over 150 hours will be charged at a rate of \$95.00 per hour of media uploaded to the Redact Application (“Additional Processing Fees”). Other Terms Unchanged. Except as expressly amended hereinabove, all other terms and conditions set forth in the Agreement shall remain in full force and effect, and the Agreement, as amended by this Amendment, shall continue to be binding on the parties hereto. 			
ACCEPTED AND AGREED BY:			
VERITONE, INC.		LICENSEE	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	