

**CITY OF RICHMOND  
CONTRACT AMENDMENT**

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

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:

EVENT #19040304  
50ME - MOTOR VEHICLE CRASH (NON-EMERGENCY)  
450 E SOUTH ST

UNIT 652C  
DIRECTED PATROL  
OWENS/FREEMAN

UNIT 9872  
EN ROUTE (25MPH)  
GARCIA/JOHNSON

# MARK43

POWERFULLY SIMPLE. PURPOSEFULLY SMART.

UNIT 792  
REPORT WRITING  
HARRIS/THORPSON

EVENT #19040318  
31BU - BURGLARY IN PROGRESS  
GDR TRAIL



## Richmond Fire Department QUOTE - CAD First Responder & On-Scene Add-On 12 JANUARY 2023

**Submitted to:**

**ERIC TAM**  
*Technology Supervisor*

**Richmond Fire Department**  
1701 Regatta Blvd  
Richmond, CA 94804  
p: 510-621-1819  
e: etam@richmondpd.net

**Submitted by:**

**MISTIZA COLEBANK**  
*Account Executive*

**Mark43, Inc.**  
250 Hudson St, 3rd Flr  
New York, NY 10013  
p: 212-739-7803  
e: mistiza.colebank@mark43.com

## FEE SUMMARY AND PAYMENT SCHEDULE

Subscriber Name	Richmond Fire Department	Quote Date	1/12/2023
Subscriber Address	1701 Regatta Blvd. Richmond, CA 94804	Quote Expiration	4/12/2023
Effective Date of Contract (Term Start)	TBD	Payment Terms	Net 30
Term Length	5 years	Mark43 Account Executive	Mistiza Colebank
		Email	mistiza.colebank@mark43.com

FEE SUMMARY	
	Mark43 Cost
Recurring Subscription	\$39,000.00
One-Time Fees	\$71,800.00
<b>Total over 5 Contract Years</b>	<b>\$227,800.00</b>

Payment Schedule - Initial Term - Mark43 Cost Quote		
Year	Due Date	Base
1	<b>Year 1 Payment, due per the following schedule:</b>	<b>\$71,800.00</b>
	Effective Date	\$35,900.00
	Application Setup	\$17,950.00
	Cutover/Go-Live	\$17,950.00
2	<b>Year 2 Payment, due on Effective Date anniversary</b>	<b>\$39,000.00</b>
3	<b>Year 3 Payment, due on Effective Date anniversary</b>	<b>\$39,000.00</b>
4	<b>Year 4 Payment, due on Effective Date anniversary</b>	<b>\$39,000.00</b>
5	<b>Year 5 Payment, due on Effective Date anniversary</b>	<b>\$39,000.00</b>
	<b>Total over 5 Contract Years</b>	<b>\$227,800.00</b>

*This is an indicative quote based on current Mark43 assumptions about the scope and complexity of the project. This sales quote does not include any applicable sales tax. This sales quote does not include potential hardware that may be required for the implementation of the solution. This quote does not include potential fees charged by resellers. Mark43 reserves the right to modify the quote for any reason. This quote is not a binding order. Orders for Mark43's Subscription Services, Software and Professional Services must be placed pursuant to a separate contract document in the form provided by or otherwise acceptable to Mark43. Forms will not be valid unless signed by Subscriber and Mark43 and orders are not effective unless the customer has signed a Software License and Subscription Agreement with Mark43 or an authorized Mark43 reseller (the "Subscription Agreement"). Certain orders for Professional Services also require a Statement of Work, unless such requirement is waived in writing by Mark43.*



## DETAILED PRICING BREAKDOWN

DETAILED BREAKDOWN - RECURRING FEES					
ANNUAL RECURRING MARK43 PRODUCT SUBSCRIPTION					
Product Module	QTY (if applicable)	PRICE PER LIST		PRICE PER OFFER	
		UNIT	TOTAL	UNIT	TOTAL
<b>PLATFORM ENHANCEMENTS</b>					
<b>ANA 1: Analytics BI Suite Viewer</b>	not to exceed 10 license(s)	\$120.00	\$1,200.00	\$120.00	\$1,200.00
<b>COMPUTER AIDED DISPATCH (CAD)</b>					
<b>CAD 3: Fire First Responder</b>	not to exceed 90 responders	\$600.00	\$54,000.00	\$420.00	\$37,800.00
<b>SUBTOTAL - MARK43 PRODUCT SUBSCRIPTION</b>			<b>\$55,200.00</b>	<b>n/a</b>	<b>\$39,000.00</b>
<b>RECURRING SUPPORT &amp; MAINTENANCE</b>					
<b>SUPPORT &amp; MAINTENANCE - SUBSCRIPTION</b>		included in subscription			
<b>SUPPORT &amp; MAINTENANCE - INTERFACES</b>		included in subscription			
			<b>TOTAL PRICE PER LIST</b>	<b>TOTAL PRICE PER OFFER</b>	
<b>RECURRING TOTAL</b>			<b>\$55,200.00</b>	<b>\$39,000.00</b>	

DETAILED BREAKDOWN - ONE-TIME FEES			
FIRST YEAR MARK43 IMPLEMENTATION TENANT			
	QTY	PRICE PER LIST	BASE OFFER
<b>Implementation Tenant(s)</b>	1	\$55,200.00	\$39,000.00
<b>SUBTOTAL - IMPLEMENTATION TENANT</b>		<b>\$55,200.00</b>	<b>\$39,000.00</b>
ONE - TIME MARK43 PROFESSIONAL SERVICES			
	QTY	PRICE PER LIST	BASE OFFER
<b>IMPLEMENTATION (IMP)</b>			
<b>Implementation</b>	n/a	\$5,300.00	\$5,300.00
<b>INTERFACE DEVELOPMENT</b>			
<b>Pre-Launch Interfaces</b>	1 interfaces	\$15,000.00	\$15,000.00
<b>TRAINING (TRN)</b>			
<b>Estimated On-Site Training</b>	1 unit(s)	\$12,500.00	\$12,500.00
<b>SUBTOTAL - MARK43 PROFESSIONAL SERVICES</b>		<b>\$32,800.00</b>	<b>\$32,800.00</b>
<b>ONE TIME TOTAL</b>		<b>\$88,000.00</b>	<b>\$71,800.00</b>

## ASSUMPTIONS

This section outlines the relevant assumptions and considerations that were the basis for the offered quotes.

- This quote assumes the specific product and services scope listed in Section 4
- This quote assumes Richmond Fire Department will accept Mark43 standard terms and conditions.
- This quote assumes Richmond Fire Department will be responsible for purchasing and maintaining hardware required to operate Mark43 or partner products.
- This quote assumes an effective date of January 1, 2023 with a contract expiration date of June 30, 2027.
- This quote assumes implementation not to exceed 5 weeks. Should the Richmond Fire Department require additional hours to complete implementation, an additional cost quote will be provided.
- Integrations Included: This quote assumes the following integrations at the following levels:

Interface Development (INT) Detailed Breakdown	
Interface Name	Direction
Tablet Command	One Way from M43

OPTIONAL - (RECURRING FEES)					
ANNUAL RECURRING MARK43 PRODUCT SUBSCRIPTION					
Product Module	QTY (if applicable)	PRICE PER LIST		PRICE PER OFFER	
		UNIT	TOTAL	UNIT	TOTAL
<b>PLATFORM ENHANCEMENTS</b>					
<b>MOB 1: On-Scene Mobile Field Collection App</b>	not to exceed 90 sworn	\$480.00	\$43,200.00	\$336.00	\$30,240.00

OPTIONAL PRODUCTS AND SERVICES	
PRODUCT	DESCRIPTION
Mark43 OnScene App - Available on Android Q4 and iOS Q1/Q2 2023	<ul style="list-style-type: none"> <li>• Context driven app that provides the tools and information to respond safely and effectively                             <ul style="list-style-type: none"> <li>○ Heightened situational awareness</li> <li>○ Context driven, first responder focused workflows</li> <li>○ Accept, view, and initiate assignments</li> <li>○ Update your status</li> <li>○ View events, units, and mobile GPS location on the map</li> </ul> </li> </ul>

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **second** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **third** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ \_\_\_\_\_.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan