

**FIRST AMENDMENT TO THE AGREEMENT
BETWEEN THE CITY OF SAN JOSE
AND
MISSION CRITICAL PARTNERS LLC FOR
NATIONAL INCIDENT BASED REPORTING SYSTEM (NIBRS)
CONVERSION SERVICES**

This First Amendment to the Agreement between the City of San José (hereinafter “City”), a municipal corporation, and Mission Critical Partners, LLC, (hereinafter “Contractor”), a Delaware limited liability company registered to conduct business in the State of California, is entered into on the date of execution by City (“Effective Date”). Each of City and Contractor are sometimes hereinafter referred to as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on September 16, 2020, City and Contractor entered into an agreement entitled “Agreement Between the City of San Jose and Mission Critical Partners LLC for National Incident Based Reporting System (NIBRS) Conversion Services” (“Agreement”); and

WHEREAS, the term of the Agreement expired on August 31, 2021, and City and Contractor now desire to amend the Agreement to extend the Initial Term through September 30, 2022;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 2, entitled “Term of Agreement,” is hereby amended to read as follows:

“2.1 Term

The term of this Agreement is from the Effective Date to September 30, 2022 (“Initial Term”), inclusive, subject to the provisions of Section 13, “TERMINATION”, and subsection 2.2, “Options to Extend.”

2.2 Options to Extend

After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to four (4) additional one-year terms (“Option Periods”) through September 30, 2026 for ongoing maintenance and support of the auditing application and supplemental services in support of the conversion as required. City shall provide Contractor prior written notice in the form of Exhibit E of its intention to extend the Agreement prior to the end of the then current term.

2.3 No Waiver

City’s agreement to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

Notwithstanding this Section, the Parties agree that the preliminary project schedule set forth in Exhibit A-2 and the ability of the Parties to provide and use the products and/or

services under this Agreement may be limited if business activities are subject to local, state, or federal mandates and advisories for managing public health and safety related to the COVID-19 pandemic or other force majeure. The Parties agree that the provision of products and services and the payment for such products and services may be postponed or suspended following execution of this Agreement by the City and that the Parties are not required to act on this Agreement until the City issues a written notice to proceed.”

SECTION 2. All terms and conditions of the original Agreement not specifically modified by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective name below.


City of San José (“City”)
a municipal corporation

Mission Critical Partners, LLC (“Contractor”)
a Delaware limited liability company registered to
conduct business in the State of California

By *Fletcher Barnes*
Fletcher Barnes (Apr 19, 2022 09:07 PDT)
Fletcher Barnes
Interim Program Manager
Date: Apr 19, 2022

By *Patrick Duffy*
Patrick Duffy (Apr 18, 2022 22:04 EDT)
Patrick Duffy
Treasurer
Date: Apr 18, 2022

APPROVED AS TO FORM:


Diana Yuan
Deputy City Attorney