AMENDMENT No. 3
TO
CONTRACT FOR
RECORDS MANAGEMENT SYSTEM
FOR THE SAN ANTONIO POLICE DEPARTMENT

This Amendment No. 3 (this "Amendment") is entered into by and between the **City of San Antonio**, a Texas Home-Rule Municipal Corporation, (hereinafter referred to as "City") acting by and through its City Manager or designee, or the Police Chief of the San Antonio Police Department or designee, pursuant to Ordinance No. _____ passed and approved on the _____ day of _____, 20__ and **Mark43, Inc.** ("Contractor" or "Mark43"). City and Mark43 are sometimes hereafter collectively referred to as the "Parties".

WHEREAS, the City entered into a Contract for Records Management System for the San Antonio Police Department with Mark43, Inc., effective November 14, 2019, as amended by those certain amendments dated as of December 1, 2020 and May 6, 2022, and, as renewed, terminates on November 13, 2024 (hereinafter "the Contract"); and

WHEREAS, the Contract includes an option for additional annual renewals during the period beginning November 14, 2024, with increases to Recurring Fees limited to 5% of the Recurring Fees effective during the immediately preceding 12 month period; and

WHEREAS, the Parties mutually agree to and desire to extend the term of the Contract for an additional one-year period, beginning November 14, 2024 and ending November 13, 2025, with the option to renew for four additional, one-year periods through November 13, 2029;

NOW, THEREFORE:

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described. City and Mark43 agree to amend the Contract as follows:

ARTICLE I
AMENDMENTS

1.01   Article II, "Term", is amended to extend the term, with the extended term beginning November 14, 2024, and ending November 13, 2025, and is revised as follows:

2.1   Unless sooner terminated in accordance with the provisions of this Contract, the term of this Contract shall commence on November 14, 2019, and terminate on November 13, 2025.

2.2   City shall have the option to renew this Contract on the same terms and conditions, except price, for four (4) additional one (1) year periods. For subsequent renewals, Mark43 shall provide a price proposal in accordance with Section 2.3 below at

least 90 calendar days prior to the end of the current term and City shall issue a renewal letter accepting such price proposal no later than 30 calendar days prior to the end of the current term, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.

2.3   For any renewals during the period beginning November 14, 2025, and ending November 13, 2029, no increase in Recurring Fees (as set forth in Schedule A of Exhibit A) in effect for any 12 month period in any renewal term shall exceed 5% of the Recurring Fees effective during the immediately preceding 12 month period.

2.4   If funding for this entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods upon at least thirty calendar days' prior written notice to Mark43, and any additional contract period beyond the initial term set forth in 2.1 is subject to and contingent upon subsequent appropriation.

1.02   Article IV, "Compensation to Contractor", is amended to add the following new Section 4.6:

4.6   City agrees to pay Contractor an amount not to exceed $975,983.40 for the extended term beginning November 14, 2024, and ending November 13, 2025. Price proposals for future renewals accepted by City shall be automatically incorporated by reference herein.

DETAILED PRICING BREAKDOWN

PRODUCT MODULE	QTY NOT TO EXCEED (if applicable)	PRICE PER OFFER		FEE TYPE
		UNIT	TOTAL	
ANA 2: Analytics BI Suite Explorer	50 license(s)	$430.92	$21,546.00	Recurring
DLK 2: Data Lake - Dedicated	1 instance(s)	$17,955.00	$17,955.00	Recurring
RMS 1: RMS Core	2447 total sworn	$340.20	$832,469.40	Recurring
RMS 2: RMS Case Management Module	2447 total sworn	$0.00	$0.00	Recurring
RMS 4: RMS Warrants Module	2447 total sworn	$0.00	$0.00	Recurring
RMS 5: Mobile Field Collection App	2447 total sworn	$0.00	$0.00	Recurring
Support & Maintenance Interfaces	31	$1,323.00	$41,013.00	Recurring

PAR 3: Third Party Middleware Connector (via ConnectCIC)	1 Each	$63,000.00	$63,000.00	Recurring
RECURRING SOFTWARE SUBSCRIPTION SUBTOTAL			**$975,983.40**	

ARTICLE III
TERMS AND CONDITIONS

All other terms, conditions, covenants and provisions of the Contract are hereby continued and shall remain in effect in their original form, except for the provisions modified by this Amendment.

EXECUTED and **AGREED** to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

CITY OF SAN ANTONIO   **MARK43, INC.**

_____   *Steve Salberta*
(Signature)   _____
                                        (Signature)

Printed Name: _____   Printed Name: _____
                                        Steve Salberta

Title: _____   Title: _____
                                        Chief Financial Officer

Date: _____   Date: _____
                                        9/30/2024 | 12:13 PM CDT

Approved as to Form:

_____
Assistant City Attorney