



City of Palo Alto

City Council Staff Report

(ID # 10861)

Report Type: Consent Calendar

Meeting Date: 12/16/2019

**Council Priority: Climate/Sustainability and Climate Action Plan,
Transportation and Traffic**

**Summary Title: Approval of Three Contract Amendments for Mobility on
Demand FTA Grant**

**Title: Approval of the Following Contract Amendments for the City's Fair
Value Commuting Project in Cooperation With the Federal Transit
Administration: 1) Amendment Number 2 to Contract Number C19173096
with Prospect Silicon Valley to Extend the Term through April 30, 2020 and
Increase the Contract Limit by \$26,000 to an Amount Not-to-Exceed
\$251,000; 2) Amendment Number 3 to Contract Number S17166237 with
Hillary M. Rupert to Extend the Term through May 31, 2020 and Increase the
Contract Limit by \$55,000 to an Amount Not-to-Exceed \$327,200; and, 3)
Amendment Number 1 to Contract Number C19173099 with RideAmigos to
Extend the Term through March 31, 2020 and Increase the Contract Limit by
\$10,500 to an Amount Not-to-Exceed \$160,850**

From: City Manager

Lead Department: City Manager

Recommendation

Staff recommends that Council authorize the City Manager or his designee to approve the following amendments to continue and complete the City's Mobility on Demand pilot in coordination with the Federal Transit Administration:

- 1) Amendment No. 2 to contract C19173096 (Attachment A) with Prospect Silicon Valley (Prospect SV) to extend the term through April 30, 2020 and increase the contract limit by \$26,000 to an amount not to exceed \$251,000;
- 2) Amendment No. 3 to contract S17166237 (Attachment B) with Hillary M. Rupert to extend the term through May 31, 2020 and increase the contract limit by \$55,000 to an amount not-to-exceed \$327,200; and
- 3) Amendment No. 1 to contract C19173099 (Attachment C) with RideAmigos to extend

the term through March 31, 2020 and increase the contract limit by \$10,500 to an amount not-to-exceed \$160,850.

Background

On January 9, 2017, the City Council authorized the City's management of and participation in a grant for a Fair Value Commuting proposal through the Federal Transit Administration's Mobility on Demand funding program; this action included authorization to develop agreements with participating agencies and specified contractors ([CMR 7618](#)). This research project is designed to advance the strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions and improve access to effective mobility options.

Prospect Silicon Valley

On August 13, 2018, the City Council approved the contract with Prospect Silicon Valley ([CMR 9444](#)), and on December 10, 2018, the City Council approved Amendment One to update the rate schedule for the contract ([CMR 9854](#)). As the Principal Investigator for the Mobility on Demand Fair Value Commuting Grant from the Federal Transit Administration (FTA), Prospect Silicon Valley (Prospect SV) provides professional services and subject matter expertise for the implementation of Fair Value Commuting and works under the direction of the City and in conjunction with the project vendors and partners to develop and implement the grant. Prospect SV's scope of services focus on the following six tasks: (1) Project Administration; (2) Software Enhancement and Development; (3) Employer Pilots; (4) Gap Filling; (5) Policy Work and Knowledge Sharing; and (6) Draft and Final Project Report.

Hillary M. Rupert

On March 19, 2018, the City Council approved Amendment Number 2 with Hillary M. Rupert ([CMR 8995](#)) to perform consultant services that advance key actions identified in the City's 2018-2020 Sustainability Implementation Plan (SIP). Two of the key focus areas are Electric Vehicles and Mobility. Within the Mobility focus area, Hillary Rupert's responsibilities are outlined below:

Mobility

- Goal: Reduce Single Occupancy Vehicle (SOV) travel and ensure transportation services are more utilized. Advance the key learnings and strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions and improve access to effective mobility options through the successful implementation of the technology and policy research grant Fair Value Commuting (FVC).
 - Project manage the Bay Area Fair Value Commuting / Mobility on Demand Grant of \$1,085,000 to reduce single occupancy vehicle commute share from 75% to 50%.

- Manage action work plans and staffing, project pilots, advance technology demonstrations, policy analysis, etc. to ensure project is consistent with timeline, scope and budget.
- Ensure grant is compliant with federal, City of Palo Alto and external auditor guidelines.
- Prepare quarterly status and financial reports for Federal Transit Administration (FTA), City Manager’s Office, City Council and Sustainability Board illustrating specific achievement milestones and/or project pitfalls.
- Partner with City’s Transportation division to identify and promote common brand and message for Mobility.

RideAmigos

On December 10, 2018, the City Council approved a contract with RideAmigos to serve as the vendor for the Mobility on Demand Fair Value Commuting Grant’s pilot projects in San Mateo County and Santa Clara County. ([CMR 9806](#)). RideAmigos is a software vendor specializing in Enterprise Commute Trip Reduction.

Discussion

Implementation of certain elements in the grant project – including pilot projects deployed in the cities of Palo Alto, Cupertino, Menlo Park and Mountain View, and development of software to support the research initiative – has required an extension of four months to the overall project timeline. The FTA is supportive of this extension to the project schedule. As a result of this schedule revision, contracts need to be extended for all relevant supporting contractors. The necessary support for the extended grant project includes:

- 1) a four-month extension of the contract with Prospect SV and an associated contract limit increase of \$26,000. There are no changes in the scope of services.
- 2) a five-month extension of the contract with Hillary M. Rupert and an associated contract limit increase of \$55,000. There are no changes in the scope of services.
- 3) a three-month extension of the contract with RideAmigos and an associated contract limit increase of \$10,500. There are no changes in the scope of services. The remaining three months will be focused on continued maintenance, support, and optimization of the software.

Resource Impact

FTA grant funding in the amount of \$260,000 was recognized and appropriated by the City Council to the City Manager’s Office as part of the FY 2020 Adopted Operating Budget to fund and execute the Fair Value Commuting Cooperative Agreement. There is adequate funding in this project budget to support the allocation of an additional \$91,500 for the contract increases.

Environmental Review

This project is categorically exempt from CEQA pursuant to Sections 15301 (Existing Facilities) and 15306 (Information Collection).

Attachments:

- Attachment A: Amendment No. 2 to Contract C19173096 with Prospect Silicon Valley
- Attachment B: Amendment No. 3 to Contract S17166237 with Hillary M. Rupert
- Attachment C: Amendment No. 1 to Contract Number C19173099 with RideAmigos

**AMENDMENT NO. 2 TO CONTRACT NO. C19173096
BETWEEN THE CITY OF PALO ALTO AND
PROSPECT SILICON VALLEY**

This Amendment No. 2 (this "Amendment") to Contract No. C19173096 (the "Contract" as defined below) is entered into as of _____, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and PROSPECT SILICON VALLEY, a nonprofit public benefit corporation, located at 1608 Las Plumas Ave., San Jose, California 95133 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of ASSISTANCE TO DEVELOP AND IMPLEMENT THE Fair Value Commuting (FVC), as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term and increase compensation by \$26,000.00 from \$225,000.00 to \$251,000.00.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C19173096 between CONSULTANT and CITY, dated July 31, 2018, as amended by:

Amendment No.1, dated October 29, 2018

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2. TERM of the Contract is hereby amended to read as follows:

"SECTION 2. TERM.

The term of this Agreement shall be from July 1, 2018 through April 30, 2020 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. Section 4. NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

Vers.: Aug. 5, 2019

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Two Hundred and Fifty-One Thousand Dollars (\$251,000.00). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A". "

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit "B" entitled "SCHEDULE OF PERFORMANCE", AMENDED, REPLACES PREVIOUS.
- b. Exhibit "C" entitled "COMPENSATION", AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

PROSPECT SILICON VALLEY

City Manager

DocuSigned by:

By: 863FA9133E46435...
Name: Doug Davenport
Title: Executive Director

APPROVED AS TO FORM:

City Attorney or designee

Attachments:

EXHIBIT "B": SCHEDULE OF PERFORMANCE, AMENDED
EXHIBIT "C": COMPENSATION, AMENDED

**EXHIBIT “B”
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within two weeks of receipt of the notice to proceed.

Milestone	Completion
Software Enhancement	
1. ECTR: Define feature set enhancements, as needed, with vendors	10/31/18
2. MobAg: Requirements Defined	9/15/18
3. MobAg: Proposals Reviewed/Scored*	1/31/19
4. Vendor Selected**	2/15/19
5. MobAg: app available	9/30/19
Employer Pilots	
6. Kick Off First Employer Pilot	10/1/18
7. Employer Pilot Data Provided to Evaluator	ongoing
Gap Filling	
8. Commute Shed Analysis of First Employer	10/31/18
9. Identify gap use cases and gap fillers for First Employer	11/30/18
10. Consult with Palo Alto TMA on equitable solutions plan	1/31/19
Reports	
11. Draft Report	10/31/19
12. Final Report	12/15/19

* dependent on City of Palo Alto getting RFP published by 11/1/18 and imposing a deadline for responses by 12/31/18.

** dependent on timely review by City of Palo Alto of CONSULTANT’s scored proposals

AMENDMENT TWO

Milestone	Completion
Employer Pilots	
1. Employer Pilot Data Provided to Evaluator	ongoing
Gap Filling	
1. Identify gap use cases and gap fillers for First Employer	12/31/19
Reports	
1. Draft Report	1/31/20
2. Final Report	3/31/20

**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Project Administration)	\$11,250
Task 2 (Software Enhancement)	\$78,750
Task 3 (Employer Pilots)	\$67,500
Task 4 (Gap Filling Experiments)	\$33,750
Task 5 (Policy Work, Knowledge Transfer)	\$11,250
Task 6 (Draft and Final Project Report)	\$22,500
 Sub-total Basic Services	 \$225,000.00
Reimbursable Expenses	\$0.00
Total Basic Services and Reimbursable expenses	\$225,000.00
 Maximum Total Compensation	 \$225,000.00

SOME SERVICES TO BE PROVIDED IN KIND

In addition to the Services to be paid for under this Agreement, the CONSULTANT agrees to provide in-kind (no cost) services worth no less than Forty Thousand Dollars (\$40,000). The Services provided in-kind shall be invoiced at the hourly rates set in Exhibit C-1 and explicitly off-set from cash payment as “in kind” on each invoice. These in-kind services are in line with the City’s Cooperative Agreement with the Federal Transit Administration (FTA).

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: none

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

AMENDMENT TWO**EXHIBIT “C”
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

BUDGET SCHEDULE	NOT TO EXCEED AMOUNT
Task 1 (Project Administration)	\$12,250
Task 2 (Software Enhancement)	\$78,750
Task 3 (Employer Pilots)	\$89,500
Task 4 (Gap Filling Experiments)	\$20,750
Task 5 (Policy Work, Knowledge Transfer)	\$14,250
Task 6 (Draft and Final Project Report)	\$22,500
Sub-total Basic Services	\$238,000.00
Reimbursable Expenses	\$13,00.00
Total Basic Services and Reimbursable expenses	\$251,000.00
Maximum Total Compensation	\$251,000.00

SOME SERVICES TO BE PROVIDED IN KIND

In addition to the Services to be paid for under this Agreement, the CONSULTANT agrees to provide in-kind (no cost) services worth no less than Forty-Five Thousand Two Hundred Dollars (\$45,200). The Services provided in-kind shall be invoiced at the hourly rates set in Exhibit C-1 and explicitly off-set from cash payment as “in kind” on each invoice. These in-kind services are in line with the City’s Cooperative Agreement with the Federal Transit Administration (FTA).

REIMBURSABLE EXPENSES

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are:

Subconsultant to assist with Gap Filling Analysis (estimated \$13,000.00)

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100 shall be approved in advance by the CITY’s project manager.

ADDITIONAL SERVICES

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement.

Certificate Of Completion

Envelope Id: 8102CB1DC0E84C0DA0CDB53E8E3FD928	Status: Completed
Subject: Please DocuSign: Amend #2 C-19173096 Prospect Silicon Valley - Legal reviewed.pdf	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 12.220.157.20

Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
11/26/2019 7:09:18 AM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Doug Davenport
doug.davenport@prospectsv.org
Executive Director
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

863FA9133E46435...
Signature Adoption: Drawn on Device
Using IP Address: 75.98.208.25

Timestamp

Sent: 11/26/2019 7:10:33 AM
Viewed: 11/26/2019 8:16:50 AM
Signed: 11/26/2019 8:17:13 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Judy Ng judy.ng@cityofpaloalto.org Administrative Associate III City of Palo Alto Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/26/2019 8:17:15 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/26/2019 8:17:15 AM
Certified Delivered	Security Checked	11/26/2019 8:17:15 AM

Envelope Summary Events	Status	Timestamps
Signing Complete	Security Checked	11/26/2019 8:17:15 AM
Completed	Security Checked	11/26/2019 8:17:15 AM

Payment Events	Status	Timestamps
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**AMENDMENT NO. 3 TO CONTRACT NO. S17166237
BETWEEN THE CITY OF PALO ALTO AND
HILLARY M. RUPERT**

This Amendment No. 3 (this "Amendment") to Contract No. S17166237 (the "Contract" as defined below) is entered into as of _____, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and HILLARY M. RUPERT, a sole proprietor, located at 250 Brandon Street, Unit 528, San Jose, California 95134 ("CONSULTANT"). CITY and CONSULTANT are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of sustainability project management support, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term and increase compensation by \$55,000.00 from \$272,200.00 to \$327,200.00.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. S17166237 between CONSULTANT and CITY, dated October 4, 2016, as amended by:

Amendment No.1, dated September 13, 2017

Amendment No.2, dated March 20, 2018

- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 2. TERM of the Contract is hereby amended to read as follows:

"SECTION 2. TERM.

The term of this Agreement shall be from the date of its full execution through May 31, 2020 unless terminated earlier pursuant to Section 19 of this Agreement."

SECTION 3. Section 4. NOT TO EXCEED COMPENSATION of the Contract is hereby amended to read as follows:

Vers.: Aug. 5, 2019

SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit "A" ("Basic Services"), and reimbursable expenses, shall not exceed Three Hundred Twenty Seven Thousand Two Hundred Dollars (\$327,200.00) CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit "C-1", entitled "HOURLY RATE SCHEDULE," which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit "A".

SECTION 4. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 5. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

HILLARY M. RUPERT

City Manager

DocuSigned by:

By: Hillary Rupert
Name: Hillary Rupert
Title: Sustainability Consultant

APPROVED AS TO FORM:

City Attorney or designee

**AMENDMENT NO. 1 TO CONTRACT NO. C19173099
BETWEEN THE CITY OF PALO ALTO AND
RIGHT CLICK SOLUTIONS, INC.**

This Amendment No. 1 (this "Amendment") to Contract No. C19173099 (the "Contract" as defined below) is entered into as of _____, by and between the CITY OF PALO ALTO, a California chartered municipal corporation ("CITY"), and RIGHT CLICK SOLUTIONS, INC., a California corporation, located at 230 Pacific Street, Suite 202, Santa Monica, CA 90405 ("CONTRACTOR"). CITY and CONTRACTOR are referred to collectively as the "Parties" in this Amendment.

RECITALS

A. The Contract (as defined below) was entered into by and between the Parties hereto for the provision of services under the Fair Value Commuting (FVC) grant to enhance development of its Enterprise Commute Trip Reduction (ECTR) core platform, as detailed therein.

B. The Parties now wish to amend the Contract in order to extend the term and increase compensation by \$10,500.00 from \$150,350.00 to \$160,850.00.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the Parties agree:

SECTION 1. Definitions. The following definitions shall apply to this Amendment:

- a. **Contract.** The term "Contract" shall mean Contract No. C19173099 between CONSULTANT and CITY, dated November 26, 2018.
- b. **Other Terms.** Capitalized terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Contract.

SECTION 2. Section 3. TERM of the Contract is hereby amended to read as follows:

"3. TERM. The term of this Agreement is from November 1, 2018 to March 31, 2020 inclusive, subject to the provisions of Sections R and W of the General Terms and Conditions."

SECTION 3. Section 5. COMPENSATION FOR ORIGINAL TERM of the Contract is hereby amended to read as follows:

“5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not-to-exceed compensation for the full performance of the Services and reimbursable expenses, if any:

A sum calculated in accordance with the fee schedule set forth at Exhibit C, not to exceed a total maximum compensation amount of one hundred fourteen thousand five hundred dollars (\$114,500).

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

CITY has set aside the sum of forty-six thousand three hundred fifty dollars (\$46,350) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR’s proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.”

SECTION 4. The following exhibit(s) to the Contract is/are hereby amended or added, as indicated below, to read as set forth in the attachment(s) to this Amendment, which is/are hereby incorporated in full into this Amendment and into the Contract by this reference:

- a. Exhibit “B” entitled “SCHEDULE OF PERFORMANCE”, AMENDED, REPLACES PREVIOUS.

SECTION 5. Legal Effect. Except as modified by this Amendment, all other provisions of the Contract, including any exhibits thereto, shall remain in full force and effect.

SECTION 6. Incorporation of Recitals. The recitals set forth above are terms of this Amendment and are fully incorporated herein by this reference.

(SIGNATURE BLOCK FOLLOWS ON THE NEXT PAGE.)

SIGNATURES OF THE PARTIES

IN WITNESS WHEREOF, the Parties have by their duly authorized representatives executed this Amendment effective as of the date first above written.

CITY OF PALO ALTO

City Manager

APPROVED AS TO FORM:

City Attorney or designee

RIGHT CLICK SOLUTIONS, INC.

Officer 1

By:

Name:

Title:

DocuSigned by:
Soren Eilertsen
4C851E79F76425
Soren Eilertsen
CEO

Officer 2

By:

Name:

Title:

DocuSigned by:
Jeffery Chenick
F4F4D37A408F0465
Jeffery Chenick
Co-Founder

Attachments:

EXHIBIT "B": SCHEDULE OF PERFORMANCE, AMENDED

EXHIBIT B
SCHEDULE OF PERFORMANCE

CONTRACTOR shall perform the Services so as to complete each task within the time period specified below. The time to complete each task may be increased or decreased by mutual written agreement of the project managers for CONTRACTOR and CITY so long as all work is completed within the term of the Agreement. Upon request CONTRACTOR shall provide a detailed schedule of work consistent with the schedule below.

Month	Deliverable	Payment Schedule (Amount of total)
Phase 1 - Initial Onboarding and Baseline Data Collection		
Nov 1st, 2018	Hosted RideAmigos Service for Pilot Organizations <ul style="list-style-type: none"> ● Establish hosted service ● Obtain local transportation mode data ● Configure software to allow for user segmentation (pilot vs non-pilot users) 	\$14,500
	Pilot 1 Fee	\$15,450
	November Invoice	\$29,950
Dec 1st, 2018	Onboard Pilot Organizations and Users <ul style="list-style-type: none"> ● Administrator training ● Rollout marketing / communications ● Baseline program configuration 	\$14,500
	Pilot 2 & 3 Fee (SUBJECT TO CITY'S ADDITIONAL AUTHORIZATION PURSUANT TO THE CONDITIONS FOR ADDITIONAL SERVICES FOUND IN SECTION 5 OF THIS AGREEMENT)	\$30,900
	December Invoice	\$45,400
Jan 1st, 2019	Baseline Data Collection <ul style="list-style-type: none"> ● Commute tracking without Feebate 	\$14,500
	January Invoice	\$14,500
Phase 2 – Feebate Implementation		
Feb 1st, 2019	Feebate Program Implementation	\$14,500

	<ul style="list-style-type: none"> ● Transportation Mode / Parking Tracking ● Customized for each Pilot Organization ● Program management ● Accounting and Audit <ul style="list-style-type: none"> ○ Payroll integrations (as applicable) ○ Manual CSV export/reporting ○ Automatic CSV export/reporting ○ Payroll platform integrations 	
	February Invoice	\$14,500
Mar 1st, 2019	Feebate Program Rollout <ul style="list-style-type: none"> ● Support materials ● End-user training ● Administrator training 	\$14,500
	March Invoice	\$14,500
Phase 3 – Data Collection and Reporting		
Apr 1st, 2019	Feebate Pilot Reporting Support <ul style="list-style-type: none"> ● Custom reporting for pilot program 	\$3,500
	April Invoice	\$3,500
May 1st, 2019	Maintenance/Support/Optimization	\$3,500
	May Invoice	\$3,500
Jun 1st, 2019	Maintenance/Support/Optimization	\$3,500
	June Invoice	\$3,500
Jul 1st, 2019	Maintenance/Support/Optimization	\$3,500
	July Invoice	\$3,500
Aug 1st, 2019	Maintenance/Support/Optimization	\$3,500
	August Invoice	\$3,500
Sept 1st, 2019	Maintenance/Support/Optimization	\$3,500

	September Invoice	\$3,500
Oct 1st, 2019	Maintenance/Support/Optimization	\$3,500
	October Invoice	\$3,500
Nov 1st, 2019	Maintenance/Support/Optimization	\$3,500
	November Invoice	\$3,500
Dec 1st, 2019	Maintenance/Support/Optimization	\$3,500
	December Invoice	\$3,500
	Total Invoiced	\$150,350
<p>Maintenance/Support/Optimization will include general on going minor updates that do not require, included but not limited to new Scope requirements, user support for all items related to this SOW, and continuous improvements to the platform as RA deems necessary for success.</p>		

AMENDMENT ONE

Schedule of Performance for extended three months from January 1, 2020 to March 31, 2020.

Month	Deliverable	Payment Schedule
Jan 1st, 2020	Maintenance/Support/Optimization	\$3,500
	January Invoice	\$3,500
Feb 1st, 2020	Maintenance/Support/Optimization	\$3,500
	February Invoice	\$3,500
Mar 1st, 2020	Maintenance/Support/Optimization	\$3,500
	March Invoice	\$3,500
	Total Invoiced	\$10,500

Certificate Of Completion

Envelope Id: 0AD96CE503D84C899048703858416502	Status: Completed
Subject: Please DocuSign: Amend #1 C19173099 Right Click Solutions - Legal reviewed.pdf	
Source Envelope:	
Document Pages: 8	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Terry Loo
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	Terry.Loo@CityofPaloAlto.org
	IP Address: 12.220.157.20


Record Tracking

Status: Original	Holder: Terry Loo	Location: DocuSign
11/25/2019 2:46:16 PM	Terry.Loo@CityofPaloAlto.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

Signer Events

Soren Eilertsen
soren@rideamigos.com
CEO
RideAmigos
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

4C051CE79F76425...
Signature Adoption: Pre-selected Style
Using IP Address: 172.91.69.110

Timestamp

Sent: 11/25/2019 2:48:45 PM
Resent: 11/27/2019 11:15:32 AM
Viewed: 11/27/2019 11:23:55 AM
Signed: 11/27/2019 4:49:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jeffery Chernick
jeff@rideamigos.com
Co-Founder
Security Level: Email, Account Authentication (None)

DocuSigned by:

4F4D378408E0465...
Signature Adoption: Pre-selected Style
Using IP Address: 121.244.46.9

Sent: 11/27/2019 4:49:29 PM
Resent: 12/2/2019 10:12:57 AM
Resent: 12/3/2019 8:28:49 AM
Viewed: 12/3/2019 10:27:01 PM
Signed: 12/3/2019 10:27:25 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Judy Ng
judy.ng@cityofpaloalto.org
Administrative Associate III
City of Palo Alto
Security Level: Email, Account Authentication (None)

COPIED

Sent: 12/3/2019 10:27:27 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	12/3/2019 10:27:27 PM
Certified Delivered	Security Checked	12/3/2019 10:27:27 PM
Signing Complete	Security Checked	12/3/2019 10:27:27 PM
Completed	Security Checked	12/3/2019 10:27:27 PM

Payment Events	Status	Timestamps
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