

**FIRST AMENDMENT TO AGREEMENT BETWEEN
THE CITY OF BISBEE AND
GRIDICS, LLC., FOR SOFTWARE-AS-A-SERVICE**

This First Amendment to the Agreement by and between the CITY OF BISBEE, a municipal corporation (hereinafter "City") and Gridics, LLC, a ("Software Provider") whose address is 169 E. Flagler St., Suite 1640, Miami, FL., 33131, and is made with reference to the following:

RECITALS:

A. On September 5th, 2023, an Agreement ("Agreement") was entered into by and between City and Software Provider for Software-As-A-Service

B. City and Contractor desire to modify the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM**

The term of this Agreement shall commence on September 5, 2023. The term of this Agreement is 3 Years, unless the Agreement is terminated prior thereto under the provisions of Section 16, below. The City's appropriate department head or the City Manager may extend the Term through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City's purchasing policy.

2. **COMPENSATION TO SOFTWARE PROVIDER**

Paragraph 3 of the Agreement is modified to read as follows:

Software Provider shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Four Thousand Eight Hundred Seventy-Five dollars (\$4,875 .00). The payments specified in this section shall be the only payments to be made to Software Provider for services rendered pursuant to this Agreement. Software Provider shall invoice City according to the following schedule of milestones/deliverables:

Compensation Table	Annual License	Support and Maintenance	Total Compensation
Year 1 – FY 23/24	\$3,500	\$1,375	\$4,875
Year 2 – FY 24/25	\$3,500	\$1,375	\$4,875
Year 3 – FY 25/26	\$3,500	\$1,375	\$4,875
Total	\$10,500	\$4,125	\$14,625

City shall pay Contractor within thirty (30) days after receipt of Service Provider's invoice. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven (7) days after receipt, and shall explain in writing the reasons why the payment request is not proper.

Except as expressly modified herein, all other terms and covenants set forth in the Agreement shall remain the same and shall be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this modification of Agreement to be executed.

CITY OF BISBEE

GRIDICS, LLC

By: Anna Cline
Name, Title: Anna Cline, Mayor Pro Tempore
Date: 10/1/24

By: Jason G. Doyle
Name, Title: Jason G. Doyle, President
Date: 10/2/24

APPROVED AS TO FORM

Joseph D Estes
City Attorney
Joseph D Estes, Pierce Coleman, PLLC

ATTEST:

Ashlee Coronado
Ashlee Coronado, City Clerk

Date 10/1/24