

54188



FIRST AMENDMENT TO SOFTWARE MAINTENANCE AGREEMENT MADE
12/23/2024

BY AND BETWEEN

CITY OF PITTSBURGH, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter called "CUSTOMER"),

AND

VERSATERM PUBLIC SAFETY US, INC. (formerly CI-Technologies Inc.), a Delaware corporation located at 1 North MacDonald, Suite 500, Mesa, Arizona, 85201 (hereinafter called "VERSATERM").

WITNESSETH:

WHEREAS, CUSTOMER and VERSATERM, pursuant to Resolution No. 419 of 2022, effective July 21, 2022, entered into a Software Maintenance Agreement dated August 12, 2022 (hereinafter, the "Original Agreement") to provide CUSTOMER with services related to maintenance and support services for subscription-based licenses for internal affairs and professional-standard software to be used by the Office of Municipal Investigations; and

WHEREAS, on January 1, 2024, CI Technologies Inc. merged into the company now known as Versaterm Public Safety US, Inc.; and

WHEREAS, VERSATERM is possessed of experience, software, and expert skill, and is qualified to provide the required services; and

WHEREAS, CUSTOMER and VERSATERM now wish to enter into this First Amendment to the Original Agreement (the "First Amendment") in order to amend the company name, amend select terms, and increase the funds allocated to the project;

NOW, THEREFORE, in consideration of the mutual covenants expressed herein and intending to be legally bound hereby, the parties agree to the following terms and conditions and to amend the Original Agreement as follows:

1. Update of Vendor Name: Effective as of the date of this First Amendment, all references to “CI Technologies,” “CI Technologies Inc.,” or “CIT” in the Original Agreement and any related documentation shall be deemed to refer to as **VERSATERM PUBLIC SAFETY US, INC.**
2. Update of Vendor Notice Information: Effective as of the date of this First Amendment, Section 9.09 “Notice” shall be updated with Versaterm’s notice information as set out below:

Versaterm Public Safety US, Inc.

Attention: Legal Department
1 North MacDonald, Suite 500
Mesa, AZ 85201

With a copy to:

Versaterm Public Safety Inc.

Attention: Legal Department
1331 Clyde Avenue, Suite 400
Ottawa, ON, Canada K2C 3G4

Email: legal@versaterm.com

3. Section 10.07, “Home Rule Charter; Liability of Customer of the Original Agreement, shall now read:

Section 10.07 – Home Rule Charter; Liability of Customer: This Agreement is subject to the provisions of the Pittsburgh Home Rule Charter; and the liability of CUSTOMER thereunder is limited a sum not to exceed FORTY-ONE THOUSAND SIX-HUNDRED AND TWENTY-TWO DOLLARS and EIGHTY CENTS (\$41,622.80). The City Controller shall encumber funds for the Agreement subject to appropriations by City Council in respective budget years from the following chart of accounts:

<u>2023: 11101.230000.53.53901.2023 (Item No. 22222-30)</u>	<u>\$17,000.00</u>
<u>2024: 11101.230000.53.53901.2024 (Item No. 22222-30)</u>	<u>\$17,000.00</u>
<u>2025: 11101.240000.53.53529.2025 (Item No. 22222-20)</u>	<u>\$7,282.80</u>
TOTAL:	\$41,622.80

4. Section 10.04, “Debarment” of the Original Agreement, shall now read:

Section 10.04 – Debarment: VERSATERM certifies by VERSATERM’s execution of this First Amendment that neither VERSATERM nor any affiliated individuals are prohibited from entering a bid or participating in a City of Pittsburgh contract by reason of disqualification, in compliance with Pittsburgh Code Section §161.22(b)

5. Section 10.08, “Authorizing Resolution” of the Original Agreement shall now read:

Section 10.08: Authorizing Resolution: This Agreement is entered into by the City of

Pittsburgh pursuant to resolution No. 419 of 2022, effective July 21, 2022, **and Resolution No. 701 of 2024, effective October 10, 2024.**

6. Insurance – Pursuant to the Original Agreement, updated Certificates of Insurance reflecting the required amounts have been provided by VERSATERM and are attached hereto at **Exhibit C-1**.
7. Merger – The Original Agreement, as amended by this First Amendment, contains the entire understanding between VERSATERM and CITY and supersedes any prior or contemporaneous agreements, contracts, understandings, or negotiations.
8. An updated “Fee Schedule” is hereby attached to this First Amendment at **Exhibit A-1**.

[remainder of page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year first written above.

CITY OF PITTSBURGH

DocuSigned by:
Ed Gaine
AA1F670B64C14EA...
By: _____
Mayor

Signed by:
Erin Bruni
70EE56BC10B14F9...
By: _____
Director of Office of Municipal Investigations

DocuSigned by:
Cameron Smith Crowe
92FB7F2A03264B3...
Reviewed By: _____
Assistant City Solicitor

DocuSigned by:
Krycia Kubiak
AAC01486A30F4B7...
Approved as to Form: _____
City Solicitor

DocuSigned by:
Frances Huston
F185D3337092479...
Countersign: _____
City Controller

VERSATERM PUBLIC SAFETY US, INC.

DocuSigned by:
Adam Schwartz
DFBB2C5458064AB...
By: _____
Name: Adam Schwartz
Title: Chief Revenue Officer

EXHIBIT A-1
UPDATED FEE SCHEDULE

Annual Maintenance for period 2/01/2025 - 1/31/2026	
IA PRO	\$7,282.80
Annual Maintenance for period 2/01/2025 - 1/31/2026	
IA PRO	\$7,282.80

EXHIBIT -1
2024 INSURANCE CERTIFICATES

