

**SECOND AMENDMENT TO THE AGREEMENT
FOR CADmine CRIME ANALYSIS SYSTEM
BETWEEN THE CITY OF SAN JOSÉ
AND CORONA SOFTWARE INCORPORATED
(doing business as Corona Solutions)**

This Second Amendment to the Agreement for CADmine Crime Analysis System by and between the City of San José, a municipal corporation (hereinafter "City"), and Corona Software, Inc., a Colorado corporation authorized to conduct business in the State of California, doing business as Corona Solutions (hereinafter "Contractor"), is entered into on the date of execution by City ("Effective Date").

RECITALS

WHEREAS, on November 19, 2002, City and Contractor entered into an agreement entitled "Service Agreement (CADmine)" ("Agreement") for a maximum compensation of \$25,000; and

WHEREAS, on September 23, 2003, City executed an Addendum of Minor Contract Amendment (First Amendment) to extend the term of the Agreement from April 1, 2003 to March 31, 2004 for a not-to-exceed incremental compensation of \$75,000, and to amend Section 9 of the Agreement to allow for extensions of the term for additional one-year periods based on the same conditions as the Agreement;

WHEREAS, on August 24, 2004, San José City Council approved extending the term of the Agreement for the period of April 1, 2004 to March 31, 2005 for a not-to-exceed incremental compensation of \$135,000, and to exercise one-year renewal options without further Council Action other than the appropriation of funding not to exceed five (5) years through March 31, 2010; and

WHEREAS, on March 4, 2014, the City Council ratified the San José Police Department's continued use Contractor's services from April 1, 2010 through March 31, 2014 for a not-to-exceed incremental compensation of \$203,612.11, and approved a one-year extension of the Agreement through March 31, 2015 for a not to exceed incremental compensation of \$47,877.05; and

WHEREAS, City and Contractor now wish to modify the Agreement to extend term for nine months from April 1, 2015 through December 31, 2015, for a not-to-exceed incremental amount of \$38,167.61.

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

1. Section 7 of the Agreement is hereby amended by adding the following sentence:

The maximum amount of compensation to be paid to Contractor under this Agreement for the period beginning April 1, 2015 through December 31, 2015 shall not exceed \$38,167.61.

2. Section 9 of the Agreement, entitled "Renewal" as amended in the First Amendment, is hereby amended to read as set forth below:

City has the right to extend the term of this Agreement for an additional nine months from April 1, 2015 through December 31, 2015 (the "Additional Term").

All of the terms and conditions of the original Agreement, First Amendment, and renewal addendums not expressly modified by this Second Amendment shall remain unchanged and in full force and effect.

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

APPROVED AS TO FORM:

ROSA TSONGTAATARII
Senior Deputy City Attorney

CITY OF SAN JOSÉ,
a municipal corporation

By _____
Name: Maria Contreras-Tanori
Title: Purchasing Manager

Date: _____

CORONA SOFTWARE, INC.,
(dba Corona Solutions)
a Colorado corporation authorized to conduct
business in California

By _____
Name: Dan Harris
Title: President
Date: _____