

**AMENDMENT NO. 2 TO
AGREEMENT DATED OCTOBER 8, 2015
BETWEEN CITY OF COLUMBIA, MISSOURI
AND RECOLLECT SYSTEMS INC.**

THIS AMENDMENT NO 2 (“Amendment”) modifies the Agreement between the City of Columbia, Missouri (hereinafter “City” or “Licensee”) and Recollect Systems Inc. (hereinafter “ReCollect” or “Licensor”) dated October 8, 2015. This Amendment is made and entered into on the date of the last signatory noted below (“Effective Date”).

Whereas, the City and ReCollect entered into the Agreement in order for ReCollect to provide and the City to receive certain software services described in the Agreement; and

Whereas, the City now wishes to add to Special Collection services proved by ReCollect as described in Exhibit 1 attached hereto;

Therefore, the Agreement is modified as follows:

1. All capitalized terms in this Amendment have the same definition indicated in the Agreement unless specifically redefined in this Amendment.
2. Paragraph 1.1.1 of the Agreement is replaced entirely with the following:
 - 1.1.1 “Agreement” means this ReCollect Software Service Agreement including the Appendix “A” attached hereto and Amendment No. 1 and Amendment No. 2 of this Agreement.
3. Paragraph 1.1.13 of the Agreement is replaced entirely with the following:
 - 1.1.13 “ReCollect Services” means the Licensor’s solid waste & recycling widget, messaging, reminder and account management service in any format, including as an online widget and as an app, as more particularly described in Appendix “A”, and includes any updates or other modifications thereto. “ReCollect Services” also includes the services described in Exhibit 1 of Amendment No. 1 of this Agreement. “ReCollect Services” also includes the services described in Exhibit 1 of Amendment No. 2 of this Agreement.
4. Paragraph 2.1 of the Agreement is replaced entirely with the following:
 - 2.1 The Licensor shall provide the ReCollect Services, including the features and functionality listed in Appendix “A”, Exhibit 1 of Amendment No. 1, and Exhibit 2 of Amendment No. 2 of this Agreement.
5. Paragraph 5.1 of the Agreement is replaced entirely with the following:

5.1 **Fees.** The Licensee will pay the following fees, for the ReCollect Services during the Initial Term:

- (a) Subscription fee of \$13,181.00 (per year) for services described in Appendix “A”;
- (b) Text messages are free, the fee of \$0.00 per year per SMS User (the “Text Message Fee”); There is a cap of 1,000 SMS Text Message Users.
- (c) Subscription fee of \$8,624.00 (per year) for services described in Exhibit 1 of Amendment No. 1 of this Agreement; and
- (d) Subscription fee of \$7,650.00 (per year) for services described in Exhibit 1 of Amendment No. 2 of this Agreement.

The fees are based on ReCollect Services purchased and not actual usage. Payment obligations are non-cancellable and fees paid are non-refundable. Quantities purchased cannot be decreased during the Term, except as otherwise set forth herein.

6. All other terms of the Agreement continue to apply as originally agreed.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day set forth below each of their signatures.

City of Columbia, Missouri

By: _____
John Glascock, City Manager *JHG*

Date: _____

Attest:

By: _____
Sheela Amin, City Clerk

Approved as to form:

By: _____
Nancy Thompson, City Counselor/CS

I hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, that is, account 55706510-504990, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

Matthew Lue, Director of Finance

ReCollect Systems, Inc.

By: *Mary Rice*

Mary Rice
Contract Specialist

Date: November 22, 2021

Attest:

By: _____

Title: _____