

**SECOND AMENDMENT
to the
SAAS SERVICES AGREEMENT
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND
BENEVATE, INC.**

This Second Amendment to the 2017 Agreement between the **CITY OF COLUMBIA** ("City" or "Customer"), and **Benevate, Inc.**, ("Company" or "Contractor") is made as of the date of the last signatory noted below ("Second Amendment Effective Date").

RECITALS

- A. WHEREAS, on November 21, 2017, Customer and Company entered into an Agreement ("Agreement") for software and related services; and
- B. WHEREAS, the novel coronavirus disease (COVID-19) is a highly infectious and dangerous disease that on March 11, 2020 was declared by the World Health Organization to be a public health emergency; and
- C. WHEREAS, due to the COVID-19 epidemic there have been declarations of emergency enacted by the President of the United States, the Governor of the State of Missouri and the City of Columbia; and
- D. WHEREAS, the U.S. Congress passed the Coronavirus Aid, Relief, and Economic Security ("CARES") Act (Pub.L. 116-136), which was signed into law on March 27, 2020, and provides more than \$2 trillion in economic relief, and the State of Missouri received funds pursuant to Title VI of the Social Security Act, as added by §5001 of the CARES Act; the U.S. Congress has also passed other appropriations for purposes of providing additional funds to alleviate the public health emergency and the economic impacts of the COVID-19 public health emergency including, but not limited to the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020, Pub. L. No. 116-123, 134 Stat. 146; Families First Coronavirus Response Act, Pub. L. No. 116-127, 134 Stat. 178 (2020); and Paycheck Protection Program and Health Care Enhancement Act, Pub. L. No. 116-139, 134 Stat. 620 (2020); and Congress has adopted and may adopt additional legislation to provide additional economic relief (collectively "COVID-19 Relief Funding"); and
- E. WHEREAS, these actions of the federal government reflect the federal government's commitment to the public purposes of protecting the American people from the public health and economic impacts of the Coronavirus Disease 2019 public health emergency, in part by providing fast and direct economic assistance for American workers, families, and small businesses, and preserving jobs for American industries;
- F. WHEREAS, the City of Columbia received additional Community Development Block Grant (CDBG) funds that will be allocated to multiple community agencies to provide rent assistance for City of Columbia households experiencing a loss of income, employment, or financial hardship due to the impacts of the COVID-19 public health emergency;

- G. WHEREAS, City has a need for additional development services related to the Benevate software and services to allow City to distribute COVID-19 Relief Funding as rental assistance through a centralized and uniform reporting system to minimize a duplication of benefits to participants and to maximize the service capacity of multiple Columbia nonprofit agencies;
- H. WHEREAS, City has determined that the Additional Services are a necessary expenditure incurred due to the public health emergency with respect to the Coronavirus Disease 2019; and that the funding for these additional services had not been accounted for in the budget most recently approved as of March 27, 2020; and the costs will be incurred during the period required by the U.S. Department of Housing and Urban Development for the distribution of the applicable CDBG funds.
- I. WHEREAS, the Parties entered into a First Amendment on November 25, 2020; and WHEREAS, the Parties hereto desire to formally amend the Agreement as previously amended on November 25, 2020, with this Amendment (hereinafter "Second Amendment"), and desire to be bound by the terms contained in the Agreement as previously amended and as further amended or supplemented by those terms contained in this Second Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows:

1. Section 1.1 of the Agreement shall be removed and replaced with the following:
"1.1 Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto, additional services described in the Statement of Work attached to the First Amendment as Exhibit A-1, and the additional services described in the Statement of Work attached to this Second Amendment as Exhibit A-2. The additional services outlined in Exhibit A-1 shall be completed no later than December 7, 2020. The additional services outlined in Exhibit A-2 shall be completed no later than March 15, 2021."
2. Section 1.3 of the Agreement shall be removed and replaced with the following:
"1.3 Company's Software, Services and Support shall comply with the requirements in the Agreement as amended, those set forth in Exhibit E for the original scope of work, and the additional requirements for the services designated in Exhibits A-1 and A-2 that are agreed to in writing by the Parties using the procedures set forth herein. For the initial Statement of Work, Customer shall conduct acceptance testing according to the requirements set forth in Exhibit E. For the additional services in Exhibits A-1 and A-2, the Parties shall develop acceptance testing procedures and requirements (hereinafter "Additional Services Requirements"), which shall be reduced to writing and signed by both Company's Project Manager and City's

Project Manager Randy Cole. Upon Company's completion of the Additional Services designated in Exhibit A-1 and A-2, Customer shall conduct acceptance testing according to the Additional Services Requirements. Should Customer determine that Company's software and services fail the acceptance testing, Customer may terminate the agreement for cause and or pursue such remedies as may be available to Customer at law or in equity."

3. The last sentence of Section 2.1 of the Agreement, as previously amended, shall be removed and replaced with the following:

"The Parties agree that Customer may use the software, support and services for Customer's work related to the Columbia Community Land Trust and for Customer's work with regard to the distribution of COVID-19 Relief Funding to small businesses or other persons or entities that Customer is performing for Boone County, Missouri as part of the Small Business Recovery Grant Program, with community partners for purposes of the rental assistance program or other COVID-related relief program."

4. The following Section 4.5 shall be added to the Agreement:

"4.5 Additional Services for the Rental Assistance Program. Company shall perform the additional services related to the Rental Assistance Program as outlined in Exhibit A-2. The additional services shall meet the Customer's performance requirements specified in the Additional Services Requirements. For these additional implementation services, Customer will pay Company one thousand dollars (\$1,000.00)."

5. The following Sections 4.6 shall be added to the Agreement:

"4.6 Additional Licenses for Community Partners. The Parties acknowledge that Customer will be utilizing Community Partners to distribute the COVID-19 Relief funds. Customer may purchase additional licenses for community partners or staff at a rate of one hundred and thirty-five dollars (\$135.00) per licensed user per month for up to ten users. If the number of licensed users is between eleven and twenty users per month, the rate shall be one hundred dollars (\$100.00) per month per licensed user. If the number of licensed users is twenty-one or more, then the rates shall be seventy-five dollars (\$75.00) per licensed users per month. Customer may terminate the additional license(s) when Customer is no longer in need of the additional license(s) by providing written notice to Company. When Customer purchases additional licenses, Customer shall pay one year of license fees in advance for each license purchased. The term of the license shall be one year from the date the license was purchased and received by Customer. During each one year license term, Customer may reassign the license to another user, provided the total number of licensed users does not exceed the total number of licenses purchased by Customer. With mutual consent of the parties, the parties may pro rate the fees and license term to align the license terms for ease of invoicing and payment."

6. The last section on page 7 of the Agreement shall be removed and replaced with the following:

"9.14 Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Services Statement of Work
A-1	Statement of Work for Additional Services Related to the Boone County Small Business Recovery Grant Program
A-2	Statement of Work for Additional Services Related to the Rental Assistance Program
B	Service Level Terms
C	Implementation Services Statement of Work
D	Per User Pricing
E	Performance Requirements
F	Company's Insurance Policy Summary
G	City's Red Flag Policy

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement control."

7. All other terms of the Agreement, as previously amended, shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment to the Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: John Glascock ^{DocuSigned by:} ^{DS} 71
John Glascock, City Manager
2/16/2021
Date: _____

ATTEST:
By: Sheela Amin ^{DocuSigned by:} ^{DS} 71
Sheela Amin, City Clerk

APPROVED AS TO FORM:
By: Nancy Thompson ^{DocuSigned by:} ^{DS} RW
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 26604130-504990-CDBG-COMMDEV-647101 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: Matthew Lue ^{DocuSigned by:} ^{DS} CC
Matthew Lue, Finance Director

Benevate, Inc.

By: J. Jason Rusnak ^{DocuSigned by:} ^{DS} CC
J. Jason Rusnak
Name: _____
Title: President
Date: 2/4/2021

ATTEST:
By: _____

Name and Title

Exhibit A-2

Statement of Work for Additional Services Related to the Rental Assistance Program

- Complete build of Rental Assistance Program module within Neighborly System according to City identified required fields.
- Complete initial build of module by March 1, 2021 and provide staff orientation to module.
- Complete any necessary changes arising from staff orientation to module.
- Ensure the Rent Assistance Program module is ready to go live and available for participants by March 15, 2021.
- Provide any technical support needed during the application process to City staff, should any additional technical difficulties arise.