

CITY OF STOCKTON
STANDARD AGREEMENT AMENDMENT

Agreement Number:	Amendment Number:
425000466	1

This Amendment Number 1 to the above referenced Agreement is entered into on between the City of Stockton ("City") and OpportunitySpace, Inc dba Tolemi "Contractor".

RECITALS

Exhibit C General Terms and Conditions, Paragraph 7 Changes, states the City may modify the scope of services and any material extension or change in the scope shall be memorialized in a written amendment prior to the performance of additional work; and

Exhibit C General Terms and Conditions, Paragraph 8 Amendment, states no variation of the terms of this Agreement shall be valid unless an Amendment is made in writing and signed by both parties; and

Exhibit A, Option to Renew, states both Parties may extend this Agreement up to 4 years, however, the total term of the Agreement including the extended term shall not exceed 5 years; and

The City needs to renew the term specified in Paragraph 2 of the Standard Agreement to continue existing services and include new services; and

The City needs to increase the Compensation, Not to Exceed amount in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, by \$861,040.51 to pay for the Contractor Renewal of BuildingBlocks and Enterprise License and Slate Rental Registration service; and add Slate Vacant Property Registration and Direct Mail Services

Now therefore, the City and the Contractor mutually agree as follows:

1. The termination date in Paragraph 2 of the Standard Agreement is amended to March 2, 2030

2. The maximum not to exceed amount to be paid to the Contractor, including if authorized, reimbursement of expenses, in Paragraph 3 of the Standard Agreement and Exhibit E, Section 1.1, will now read as follows:

1.1 "The maximum the Contractor shall be paid on this Agreement is \$ 960,040.51 (hereafter the "not to exceed" amount). The "not to exceed" amount includes City approved reimbursable expenses, if any, and all payments to be made pursuant to this Agreement's sum for the initial term and extended term. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

3. Exhibit A Section 3- Specifications shall be amended to include Slate Vacant Property Registration and Direct Mail Services.

All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

OpportunitySpace, Inc. (dba "Tolemi")

Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.):

Andrew B. Kave

Authorized Signature

10/6/2025

Date

Andrew Kieve, President & CEO

Printed Name and Title of Person Signing

295 Devonshire Street, 4th Floor, Boston, MA 02110

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:
Lori M. Asuncion, City Attorney

BY:

EXHIBIT A**3. Specifications****3.6 Slate Vacant Property Registration**

3.6.1 Contractor shall define information required for Vacant Commercial Building and Vacant Lot Registration Program (Vacant Property Program) submission.

3.6.2 Contractor shall configure the citizen-facing Vacant Property Program application portal to register properties, outreach for registration renewals, payment of required fees, flag properties facilitate the scheduling and management of inspections, and ability to email directly to landlords, who can reply within the system.

3.6.3 Contractor shall define the process and workflows for approving/regulating properties subject to the Vacant Property Program.

3.6.4 Contractor shall configure the Slate Vacant Property Registration application to automate and support the approval workflows for registration review/approval, payment processing, and reporting. Contractor to define reporting information required for Vacant Property Program.

3.6.5 Contractor shall provide City with a Test Environment to allow the City to perform testing on initial configuration of Slate Vacant Property Registration application and provide feedback to Contractor.

3.6.6 Contractor to refine configuration based on City's feedback at no additional charge.

3.7 Direct Mail Services for Vacant Property and Rental Programs

3.7.1 The Contractor shall have an automated system to send postcard notifications to unregistered/non-compliant property owners

3.7.2 The Contractor shall have a set cap of 3,000 vacant and 5,000 rental mailers

3.7.3 The City shall retain the right to exceed the cap at \$1.30/mailer rate.