



Velaro's Live Chat Software Contract Upgrade Amendment No. 1 for City of Doral

<p>Prepared By:</p> <p>David. Garber 800-983-5276 david@velaro.com 06 / 06 / 2023</p>	
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This Amendment No. 1 ("Amendment No. 1") is attached to and by this reference made a part of the Agreement (the "Agreement") effective 8/25/2016 by and between City of Doral ("Client" or "Doral") and Velaro, Inc. ("Velaro") as amended thereto. This Amendment No.1 is made and entered into effective as of the 06 / 06 / 2023 ("Amendment No. 1"). All defined terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Parties now desire to further amend the Agreement as specified below.

NOW THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

All terms and conditions from the Agreement will remain in full force and effect unless specifically revised in this Amendment No. 1

The terms set forth in this Amendment No. 1 shall take priority with respect to the items set forth herein over any other terms contained within the Agreement and prior Amendments that may conflict with the terms of this Amendment 1.

1. Paragraphs A, B and C of "Schedule 1: Pricing Schedule" are deleted in their entirety and replaced with the following:

a. Monthly fees per License: Individual Named User Licenses at \$129.95 for maintaining a minimum quantity of 2 named user licenses. As specified in Pricing Table 1.

b. Service Start Date: 5/15/2023-9/30/2025 "The Upgrade Term"- Professional Plan

c. Client agrees that in exchange for pricing incentivization's as specified below this Amendment No. 1 will automatically renew for 24-months unless canceled by either party not less than thirty (30) days prior written notice to the expiration of such renewal term to the other party and until otherwise terminated pursuant hereto.

d. Payment is required annually in full. Net 30 terms once a year. Client permits Velaro to send invoice up to 30 days prior to service renewal. Client shall pay all sales, use, personal property, excise, license and franchise taxes, VAT, as well as any other similar fees, charges or assessments which arise as a result of this Agreement or which may be imposed in connection with access to the Application.

e. Option to increase Agent Licenses:

Client may elect to add additional Agents licenses at any time upon written notice to Velaro, in minimum quantities of 2 or more per each upgrade at the same Named Online User License Fees as set forth below.

f. Details of this Schedule and the current license and service agreement between the parties ("Service Agreement") are to remain confidential and are not to be shared with any third party.

g. In the event of cancellation, Client will not be pro-rated any pre-paid fees or any monies owed for remainder of the term of service. Upon cancellation, any other accrued account fees, such as the mandatory one-time renewal will become immediately due and payable. In addition, upon cancellation Client agrees to fully remove all Velaro scripts from Client's website(s).

h. The incentivized pricing herein is based on a minimum purchase of 2 online agents and the Velaro Chatbot. Agent number and features may not be downgraded during this Schedule's initial term, and if adjusted upon renewal, it may impact average per agent cost and pricing incentives associated with the minimum quantities.

This agreement which includes the [Velaro Software License Agreement](#) sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.

The parties have caused this Amendment No. 1 to be executed by their duly authorized representatives as of the Amendment Effective Date set forth above.

Pricing Table 1 :

Package/Feature	Quantity	Price	Total	
Professional Plan for Government & Municipalities	2 Named User Licenses	\$259.60 per month (Reduced from \$359.90 Per Month - Municipal Incentive -24-month terms	\$259.60 per month	

Velaro Chatbot for Government & Municipalities	1 Path-Based	\$964.35 per month (Reduced from \$1,837.29 Per Month - Municipal Incentive -24-month terms)	\$964.35 per month	
Billed Yearly in advance, (Monthly Rate X 12) :			\$1,223.95 per month	

Note: All currency represents USD. Payments for upgrades are due immediately. If Velaro has approved Client to pay via ACH/EFT in advance, terms are Net 0, however as a courtesy Velaro will permit up to 15 days for payment on upgrades without a penalty. Actual recurring invoices may vary slightly in appearance and format, yet plan, features, pricing incentives and total costs will remain the same (although we will strive to match exactly, based on daily pro-rates and client satisfaction discounts, calculations may have slight differences rounded to the closest dollar once it enters the billing system), excluding any upgrades initiated and approved by Client. If an account is being upgraded a prorated credit will apply as a one-time credit to the upgraded invoice based on an average of 30 day months rounded to the nearest week. One-time accommodation to align clients current payment structure: A one time invoice for the period 5/15/2023-9/30/2023 will be processed in the amount of \$4,339.58 for the chatbot upgrade and is due immediately. On 10/1/2023 and thereafter, the client will be invoiced yearly in the amount of \$14,687.40 unless client initiates an upgrade or cancelled by either party not less than thirty (30) days prior written notice of the renewal term.

Client Acceptance:

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Client Signature *BH.*

Velaro Signature

David Garber

Printed Name *BH*

Printed Name

David Garber

Title City Manager

Title

Director of Customer Success

Date 9/11/2023

Date

08 / 25 / 2023

Valerie Vicente

valerie vicente

RESOLUTION No. 23-115

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH VELARO INCORPORATED FOR ONLINE LIVE CHAT AND CHATBOT SOFTWARE SERVICES IN AN AMOUNT NOT TO EXCEED \$14,687.40 PER YEAR; WAIVING COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 2-321 OF THE CITY'S CODE OF ORDINANCES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID FIRST AMENDMENT AND TO EXPEND BUDGETED FUNDS FOR THE INITIAL 2 YEAR TERM, AND ANY RENEWAL TERMS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Building Department and Public Affairs Division for the City of Doral ("City") has used Velaro Incorporated ("Velaro"), for chat agent software since 2016, allowing staff to chat with users through the City's website; and

WHEREAS, historically, the chat has been managed by live agents (i.e, staff), however, Velaro offered the City, on a promotional basis, the opportunity to utilize chatbot services, which utilizes AI chatbot technology, which can intelligently greet users and answer routine questions; and

WHEREAS, the chatbot technology also keeps track of user data, and analyzes interactions using reporting, queuing and workflows, which provides the staff with invaluable information, including improved customer service; and

WHEREAS, Velaro continues to provide the City with exceptional, reliable, and user-friendly software, and the City can benefit from maintaining the enhanced chatbot services through this provider, which has already been successfully integrated into the City's existing systems; and

WHEREAS, Section 2-321 of the Code authorizes the waiver of the City's competitive bidding process, upon the recommendation of the City Manager based on the City's best interest and nature of the goods and/or services; and

WHEREAS, based on the proposed rate and continued quality services provided, the City Manager recommends that the City Council waive the competitive bidding procedures of the City's purchasing code with Velaro as it is in the City's best interest to do so; and

WHEREAS, The City Manager recommends that the Mayor and City Council approve a First Amendment to the Agreement with Velaro attached hereto as Exhibit "A" and authorize the expenditure of funds with Velaro in an amount not to exceed \$14,687.40 per year for the term of the Agreement, and any renewal terms.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Waiver. Pursuant to section 2-321 of the City Code, and upon the recommendation of the City Manager, the competitive bid process is hereby waived in favor of Velaro Incorporated. This waiver in and of itself, absent an agreement, does not vest Velaro Incorporated with any contractual rights.

Section 3. Approval. The First Amendment to the Agreement between the City of Doral and Velaro Incorporated, attached hereto as Exhibit "A" is hereby approved.

Section 4. Authorization. The City Manager is hereby authorized to enter into a First Amendment to the Agreement on behalf of the City of Doral with Velaro Incorporated, for the provision of chatbot software services in an amount not to exceed \$14,687.40 per year for the initial term of the Agreement, and any renewal terms, attached hereto as Exhibit "A".

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Vice Mayor Pineyro who moved its adoption.

The motion was seconded by Councilmember Porras and upon being put to a vote, the vote was as follows:

Mayor Christi Fraga	Yes
Vice Mayor Rafael Pineyro	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Maureen Porras	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 9 day of August, 2023.



CHRISTI FRAGA, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



VALERIE VICENTE, ESQ. for
NABORS, GIBLIN & NICKERSON, P.A.
CITY ATTORNEY