

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001216
WITH SOFT RESOURCES LLC**

This Second Amendment to Agreement number F001216, dated July 25, 2016 ("Agreement") is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Soft Resources LLC., a Washington Limited Liability Company ("Consultant").

RECITALS

- A. City and Consultant entered into the Agreement for Consultant to provide analysis of its current systems and business practices in order to develop specifications and system and vendor requirements necessary to replace the City's current outdated Hansen 7 Computerized Maintenance Management Systems (CMMS) software, as previously amended by the First Amendment dated April 12, 2017 to add to the scope of services and compensation, extending the time of performance, and referencing the conflict of interest permissions.
- B. City and Consultant now desire to amend the Agreement for the purpose of adding to the scope of services, increasing the compensation, and extending the time of performance.

AMENDMENT

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

1. Section 1. Scope of Services

Exhibit A-1 to the Agreement is supplemented by Exhibit A-2 to this Amendment.

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Consultant under the Agreement by \$50,000 to read as follows:

"Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all tasks set forth above shall in no event exceed the sum of two hundred twenty-three thousand, two hundred seventy-eight dollars (\$223,278). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 55740."

3. Section 12. Time of Performance

The last sentence of Section 12 is amended to read as follows:

"Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than December 31, 2019."

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONSULTANT:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: Soft Resources LLC

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Print Name: _____

Title : _____

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

x Limited Liability Company

____ Other (please specify: _____)

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: _____

Title: _____

ATTEST:

By: _____

Print Name: _____

BPU Secretary

Title: _____

City of Santa Rosa Business Tax Cert. No.
9997048799

Attachment: Exhibit A-2 - Scope of Services and Compensation