

**FIRST AMENDMENT
TO GENERAL SERVICES AGREEMENT NUMBER F000656
WITH IPS GROUP, INC.**

This First Amendment to Agreement number F000656, dated December 3, 2013 ("Agreement") is made as of this _____ day of _____, 2016, by and between the City of Santa Rosa, a municipal corporation ("City"), IPS Group, Inc., a Pennsylvania Corporation authorized to do business in California ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide single space parking meters with communication, parking credit card transaction payment processing, training and warranty services.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending this agreement for an additional four-year period with an average of 6.3% increase to product unit pricing, no increase in cost for services, and increase compensation.

AMENDMENT

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

1. TIME FOR PERFORMANCE

The first sentence of Section 2 is hereby amended to read as follows: "The services described herein shall be provided for the period January 1, 2017 through December 31, 2021."

2. COMPENSATION

Section 4 of the Agreement is amended to increase the compensation payable to Contractor under the Agreement by \$300,000 to read as follows:

"The total of all fees paid to Contractor for the satisfactory performance and completion of all services set forth in Exhibit A shall not exceed the total sum of \$300,000 for the equipment, and ongoing license, communication and data fees as referenced in Exhibit B-1. Included in this total price, an amount of \$8,160 for a two year extended warranty that is optional. Should the City elect to entertain the extended warranty option, the City will notify the Contractor in writing 30 days prior to expiration of original warranty. The Chief Financial Officer is authorized to pay all proper claims from Finance,

Parking Division Key Numbers 05080 (Parking Administration), 320409 (Metered Parking) and 320410 (Railroad Square Parking Zone)."

3. BILLABLE RATES, PAYMENTS TO THE CONTRACTOR

Section 5(a) Billable Rates is hereby amended to read as follows: "Contractor shall be paid for the equipment and performance of services at the prices and fees listed in Exhibit B-1."

4. TERM, SUSPENSION, TERMINATION

Pursuant to Section 6(a) of the Agreement, the parties hereby agree to extend the term of the Agreement for an additional four years.

Section 6 a. is hereby amended to read as follows: " The term of this agreement shall be for seven years commencing on January 1, 2017 and ending on December 31, 2021."

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

Executed as of the day and year first above stated.

CONTRACTOR:

IPS Group Inc.

TYPE OF BUSINESS ENTITY:

____ Individual/Sole Proprietor
____ Partnership
 X Corporation
____ Limited Liability Company
____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____
Chairman of the Board, President,
Vice President

By: _____

Print Name: _____

Title: _____
Secretary, Assistant Secretary, Chief Financial
Officer, or Assistant Treasurer

City of Santa Rosa Business Tax Cert. No.

CITY OF SANTA ROSA

a Municipal Corporation

By: _____

Print Name: John Sawyer

Title: Mayor

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk