

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000424
WITH NETFILE, INC.**

This Third Amendment to Agreement number F000424, dated June 1, 2012, ("Agreement") is made as of this 20th day of June, 2017, by and between the City of Santa Rosa, a municipal corporation ("City"), and Netfile, Inc., formerly known as West Coast Online Information Systems, Inc. dba Netfile ("Contractor").

RECITALS

- A. City and Consultant entered into the Agreement for Contractor to provide the services and deliverables described in Exhibit A, Scope of Services, as previously amended by the First and Second Amendments, and the general nature of their purposes.
- B. City and Consultant now desire to amend the Agreement for the purpose of extending the term of the Agreement through June 30, 2022 and revising compensation.

AMENDMENT

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

1. Section 2. Term of Agreement

The first sentence of Section 2 is amended to read as follows:

"The term of this Agreement shall begin on the Effective Date of June 1, 2012 and terminate at the end of the day on June 30, 2022."

2. Section 3. Compensation and Payment

Section 3 is supplemented as follows:

"As a result of a special program for the City, a discount of 10% off the regular price is included in the pricing below for a 5 year commitment for the period of July 1, 2017 through June 30, 2022.

In order to sync the program time period to the City's budget cycle of July 1 – June 30, NetFile will provide both systems to the City gratis for the period of June 1, 2017 – June 30, 2017.

During the time period of July 1, 2017 through June 30, 2022, City shall pay NetFile the discounted sum of four thousand five hundred dollars (\$4,500.00) per year, (total annual amount not to exceed \$22,500.00 for the 5 year period) for the Statement of Economic Interests system.

During the time period of July 1, 2017 through June 30, 2022, City shall pay NetFile the discounted sum of nine thousand dollars (\$9,000.00) per year, (total annual amount not to exceed \$45,000.00 for the 5 year period) for the Campaign and Lobbyist Disclosure system. The City's Chief Financial Officer is authorized to pay all proper claims for Charge Number 320106-5320."

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

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: NetFile, Inc.

TYPE OF BUSINESS ENTITY (check one):

By: _____

Print Name: CHRIS COURSEY

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

Title: Mayor

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: Tom Diebert

Angela Casagrande
Office of the City Attorney

Print Name: Tom Diebert

Title: Vice President & COO

ATTEST:

By: David Montgomery

City Clerk

Print Name: David Montgomery

Title: CFO

City of Santa Rosa Business Tax Cert. No.

N/A

Attachment: Exhibit B-2 – Schedule of Fees

EXHIBIT B-2

SCHEDULE OF FEES

As a result of a special program for the City, a discount of 10% off the regular price is included in the pricing below for a 5 year commitment.

In order to sync the program time period to the City's budget cycle of July 1 – June 30, NetFile will provide both systems to the City *gratis* for the period of June 1, 2017 – June 30, 2017.

During the time period of July 1, 2017 through June 30, 2022, City shall pay NetFile the discounted sum of four thousand five hundred dollars (\$4,500.00) per year, (total annual amount not to exceed \$22,500.00 for the 5 year period) for the Statement of Economic Interests system.

During the time period of July 1, 2017 through June 30, 2022, City shall pay NetFile the discounted sum of nine thousand dollars (\$9,000.00) per year, (total annual amount not to exceed \$45,000.00 for the 5 year period) for the Campaign and Lobbyist Disclosure system.

All invoices shall be submitted to the City Clerk at the address shown below:

City of Santa Rosa
100 Santa Rosa Ave., Room 10
Santa Rosa, CA 95404

Contractor shall submit the following information with each invoice:

- (a) Date of invoice;
- (b) Detailed description of Deliverable; and,
- (c) Price, as applicable

City and Contractor agree to negotiate in good faith as to any disputes regarding the payment of Contractor's invoices by City.