

**FIFTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F001005
WITH PASSPORT LABS, INC.**

This Fifth Amendment to Agreement number F001005, dated August 31, 2015 ("Agreement") is made as of this _____ day of _____, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and Passport Labs, Inc., a Delaware Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide the digital billing, transaction and management services for the payment of parking meters via mobile phone.
- B. City and Contractor now desire to amend the Agreement for the purpose of extending the term of the agreement and increasing the compensation.

AMENDMENT

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

1. Exhibit A 2. Pilot Program and Initial Term

The last two sentences of Exhibit A Section 2 are amended to read as follows:

"The operation of the City-wide MPP will begin on November 18, 2016 and will continue in perpetuity. The Agreement will be renewed annually upon agreement by both parties."

2. Section 2. Compensation

Section 2(c) is amended to increase the compensation payable to Contractor 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 one hundred fifty thousand dollars and no cents (\$150,000.00). The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers 050801, 320409, 320410, and 320403."

3. Section 11. Term, Suspension, Termination

Section 11 is amended to read as follows:

"a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement. The Pilot Program and Initial Term shall be performed as set forth in Exhibit A.

b. City shall have the right to terminate this Agreement for convenience at any time by giving ninety (90) days written notice of termination to Contractor. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated. The City agrees not to remove any signage or decals until after the termination date."

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

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA

a Municipal Corporation

Name of Firm: Passport Labs, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

Print Name:

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

Title: Mayor

APPROVED AS TO FORM:

Signatures of Authorized Persons:

By: _____

Office of the City Attorney

Print Name: Doug Rogers

Title: Vice President

By: _____

Print Name: D. Burt Arrington

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

366239