

**NINTH AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER 08-8830
WITH N. HARRIS CORPORATION**

This Ninth Amendment to Agreement Number 08-8830, dated August 7, 2008 ("Agreement") is made as of this 02 day of June, 2023, by and between the City of Santa Rosa, a municipal corporation ("City"), and N. Harris Computer Corporation, a Canadian Corporation ("Harris").

RECITALS

- A. City and Harris entered into the Agreement for Harris to provide a customer information system ("CIS") software for the City of Santa Rosa.
- B. City and Harris previously amended the Agreement in Amendment Nos. 1, 2, 3, 4, 5, 6, 7 and 8 to add services and consultant travel expenses for on site training.
- C. City and Harris now desire to amend the Agreement for the purpose of adding services for the creation of a new process to transfer arrearage charges on closed customer accounts to the customer's active accounts, and create new water shortage rates in accordance with the Water Shortage Contingency Plan of the Urban Water Management Plan.
- D. City and Harris also now desire to amend the Agreement for the purpose of adding ten (10) CIS licenses for CIS Infinity to bring City's CIS license total to fifty (50).
- E. City and Harris also now desire to increase support and maintenance to provide support for the new licenses and an existing Application Programming Interface which has been inactive and must be reactivated to accommodate the integration with Cityworks.
- F. City and Harris also now desire to include one hundred (100) hours of technical assistance to be used on an as-needed basis for several modifications to City processes including the use of the meter inventory in CIS, the integration of Cityworks and CIS, upgrading to the newest platform of the software, and report writing.
- G. The parties have negotiated upon the terms pursuant to which Harris will provide such services.

AMENDMENT

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

1. Statements of Work

Exhibit B to the Agreement is supplemented with Exhibits B-8, B-9, and B-10 to this

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Amendment.

2. Section 4. Compensation

Section 4(b) is to be supplemented to increase the compensation payable to Harris under the Agreement by: \$105,000 for the additional licenses in B-10 and statements of work set forth in Exhibits B-8 and B-9; \$144,592 (\$34,050 annually with a 4% inflator) for the additional support and maintenance as described in Recital E of this Nineth Amendment to the Agreement; and \$27,000 for 100 hours of as-needed technical support as described in Recital F of this Nineth Amendment to the Agreement, such that the total compensation paid by City under the Agreement shall not exceed Three Million, One Hundred and Nintey Three Thousand, Two Hundred and Fifty Two Dollars (\$3,192,352).

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: N. Harris Computer Corporation

TYPE OF BUSINESS ENTITY (check one):

By: _____

____ Individual/Sole Proprietor

Print Name: _____

____ Partnership

Title: _____

x Corporation

____ Limited Liability Company

APPROVED AS TO FORM:

____ Other (please specify: _____)

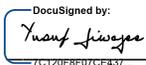
Signatures of Authorized Persons:

Office of the City Attorney

By: Sean Sykes

Print Name: Sean Sykes

Title: VP- Business Development & Customer Success

By:  _____

Print Name: Yusuf Jiwajee

Title: Senior Director, Customer Success

City of Santa Rosa Business Tax Cert. No.

6517515

Attachments:

Exhibit B-8 – Statement of Work for Delinquent Transfer Amounts

Exhibit B-9 – Statement of Work for Drought Stage Billing Factor

Exhibit B-10 – Statement of Work for CIS Licenses