

**FIRST AMENDMENT TO
SOFTWARE LICENSE AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation ("CITY"), and N. Harris Computer Corporation, a Canadian corporation ("CONSULTANT"); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Software License Agreement dated September 3, 2014 ("Agreement") regarding the implementation of a new Customer Information System ("Project"); and

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT's License Agreement Addendum, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services.

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this First Amendment to Agreement.
2. Paragraph 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay nine thousand, two hundred fifty dollars (\$9,250), in consideration of the additional services as set forth in Exhibit "A" to the First Amendment to Agreement."

3. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this First Amendment to Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and CONSULTANT has caused this First Amendment to Agreement to be executed.


CITY OF ROSEVILLE, a
municipal corporation

N. HARRIS COMPUTER
CORPORATION, a Canadian corporation

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
SONIA OROZCO
City Clerk

BY: 
its: CHRIS CAMPBELL - VP - OPERATIONS

and

BY: 
its: Barry Murphy, EVP Cayenta

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Assistant City Manager/
Chief Financial Officer

EXHIBIT "A"



A Division of N. Harris Computer Corporation

License Agreement Addendum

This Agreement is made a part of and shall be governed by terms of the License Agreement and Supplement, dated **September 3, 2014**, by and between N. Harris Computer Corporation ("Cayenta") and **The City of Roseville, CA**.

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

CAYENTA LICENSES

| Description | Annual Cost per user | Annual Maintenance |
|--|-------------------------|-----------------------|
| CLUE – Cayenta Link Using Excel, 2 Users | \$750.00 | \$1,500.00 |
| CLUE – Account Builder (no user limits) | - | \$1,000.00 |
| CLUE – Rates Mapping (no user limits) | - | \$500.00 |
| Total | | \$3,000.00 |

PAYMENT SCHEDULE

| Description | Amount Due |
|--|---------------|
| Annual Maintenance – due upon installation | \$3,000.00 |



A Division of N. Harris Computer Corporation

License Agreement Addendum

This Agreement is made a part of and shall be governed by terms of the License Agreement and Supplement, dated **September 3, 2014**, by and between N. Harris Computer Corporation ("Cayenta") and **The City of Roseville, CA**.

For and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

CAYENTA LICENSES

| Description | License Cost | Annual Maintenance |
|-------------------------------|--------------|--------------------|
| Cayenta Reporting Base Models | \$5,000 | \$1,250.00 |
| Total | | \$6,250.00 |

PAYMENT SCHEDULE

| Description | Amount Due |
|--|-------------------|
| License | \$5,000.00 |
| Annual Maintenance – due upon installation | 1,250.00 |
| Total | \$6,250.00 |