

**AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTUAL SERVICES
PUBLIC WORKS MANAGEMENT SOFTWARE (IWORQ SYSTEMS INC.)**

THIS AMENDMENT TO AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment No. 3”) by and between the City of Carson, a California municipal corporation (“City”) and iWorQ Systems, Inc., a Utah Corporation (“Consultant”) is effective as of the _____ day of May, 2020.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated January 15, 2017 ("Agreement") with a contract period of one year and a not to exceed amount of \$21,000, whereby Consultant agreed to install and provide Public Works Applications/Software Services in the form of software modules;

B. On July 17, 2018, City and Consultant amended the Agreement for the first time (“Amendment No. 1”) in order to extend the term of the Agreement so that it expired on February 1, 2019, and to increase the contract sum of the Agreement from \$21,000 to \$48,400 to reflect the costs of the additional term of the Agreement and the additional services described in Exhibit “A” of Amendment No. 1;

C. On January 31, 2019, City and Consultant amended the Agreement for the second time (“Amendment No. 2”) in order to extend the term of the Agreement by an additional three years so that it expires on February 1, 2022, and to increase the contract sum of the Agreement by \$19,920 for a total not to exceed amount of \$68,320 to reflect the costs of the extended term of the Agreement;

D. While Amendment No. 2 extended the Agreement term by an additional three years, the increased contract sum of \$68,320 reflected therein only supported additional costs to the City covering a period of one year, rather than three years;

E. City and Consultant now desire to amend the Agreement for the third time (“Amendment No. 3”) in order to increase the contract sum of the Agreement by \$39,840 to cover the costs for the two year period for which funding was not requested in Amendment No. 2, bringing the increased contract sum to \$108,160.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

A. Section 2.1, “Contract Sum,” of the Agreement is hereby amended as follows:

“Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C”

and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Hundred Eight Thousand One Hundred Sixty Sixty Eight Thousand Three Hundred Twenty Dollars (\$108,160,320.00)*** (“Contract Sum”).”

B. Section IV of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby revised to read as follows:

“IV. The total compensation for the Services shall not exceed \$108,160,320, as provided in Section 2.1 of this Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement, Amendment No. 1, and Amendment No. 2 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 3, Amendment No. 2, and Amendment No. 1.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

IWORQ SYSTEMS, INC.,
a Utah corporation

By: _____
Name: Garyn Perrett
Title: CEO

By: _____
Name: Adam Laing
Title: VP Business Development
Address: 1125 W. 400 N., Suite 102
Logan, UT 84321

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))	_____ DATE OF DOCUMENT
_____ _____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ NUMBER OF PAGES
_____ _____	_____ DATE OF DOCUMENT
_____ _____	_____ SIGNER(S) OTHER THAN NAMED ABOVE