

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment 1”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and ACTIVE NETWORK, LLC, a Delaware limited liability company (“Consultant”), is effective as of the 16th day of March, 2024.

#### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated March 16, 2021 (“Agreement”), whereby Consultant agreed to provide the City with certain recreation management software-related services for an initial three-year term for a not-to-exceed Contract Sum of \$250,000, with City options to extend the term for up to three two-year extension periods.

B. The services consisted of 11 tasks as identified in Section I.I of Exhibit “A” (“Scope of Services”) of the Agreement. Tasks 1 through 4 and 8 through 11, inclusive, were hardware and/or professional services that were provided only in Year 1 of the Agreement term and are not continuing services. Tasks 5 through 7 are software and license services and include (i) Task 5 - an Annual Subscription to Consultant’s “ACTIVE Net” Software-as-a-Service (Saas) (including support, unlimited licenses, access to solution, hosting costs, upgrades, database backups, etc.), (ii) Task 6 - ACTIVENet Connect, and (iii) Task 7 - ACTIVENet Captivate. These are continuing services which have been/are being provided throughout the three-year initial term and which City desires to continue by this Amendment.

C. City and Consultant now desire to amend the Agreement by this Amendment to exercise City’s first option to extend the Agreement term for a two-year extension period in order to continue the services referred to as Tasks 5 through 7 in exchange for annual compensation in the amount of \$46,635 for Task 5, \$2,400 for Task 6, and \$7,000 for Task 7 for each year of the two-year extension period, thereby resulting in a total increase in compensation of \$112,070 plus \$1,735.82 in sales taxes for the two-year extension period. With the inclusion of contingencies in the amount of \$3,097.09 for each year of the two-year extension period, the not-to-exceed Contract Sum shall increase by \$120,000, from \$250,000 to \$370,000.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions shown in *bold italics*, deletions in ~~strikethrough~~).

A. Section 2.1, “Contract Sum,” is amended as follows:

“2.1 Contract Sum. Payment terms are specified in the Schedule of Compensation (Exhibit “C”). Unless otherwise specified in the Schedule of Compensation, all amounts owed by City are due from City within 30 days from the date of the applicable invoice. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified

in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000)** ~~TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)~~ for the *five-year* initial term of this Agreement, in accordance with the following: (1) ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000) for the first year of the Term, (2) SIXTY THOUSAND DOLLARS (\$60,000) for the second year of the Term, (3) ~~and SIXTY THOUSAND DOLLARS (\$60,000)~~ for the third year of the Term, (4) **SIXTY THOUSAND DOLLARS (\$60,000)** for the fourth year of the Term, and (5) **SIXTY THOUSAND DOLLARS (\$60,000)** for the fifth year of the Term (collectively, the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. In the event City exercises any or all of its ~~two~~ ~~three~~ options to extend the term of this Agreement as set forth in Section 3.4, the compensation for the first year of the first option period shall not exceed five percent (5%) more than \$60,000, and the compensation for each successive year thereafter for any option period shall increase by no more than five percent (5%) of the amount applicable for the immediately preceding year. Any annual increase in compensation during any option period shall be determined by Consultant in accordance with any reasonable cost of living adjustments.

Unless otherwise set forth in the Schedule of Compensation, Consultant will charge Fees to individuals who register for the Events or purchase goods or services online, and will process and collect such Fees as a merchant of record according to the card networks. On a bi-weekly basis, Consultant will pay City sums due to City based on the total Event registration revenues collected, net of any deductions provided herein. The applicable currency will be U.S. Dollars. In no event shall City pay nor be responsible for payment of any Fees.”

B. Section 3.4, “Term,” is amended as follows:

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for *five* (5) ~~three~~ (3) years from the effective date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”). At City’s option, and upon execution of a written agreement between the Parties, the foregoing Term may be extended for up to *two* (2) ~~three~~ (3) two-year extension periods for each extension.”

C. Section I of Exhibit “C” (“Schedule of Compensation”) is amended as follows:

**“Consultant shall perform the following tasks at the following rates:**

TASK	UNIT PRICE	QUANTITY	SUB-BUDGET
1.	\$290.00	21	\$6,090.00*
2.	\$597.50	4	\$2,390.00*
3.	\$245.30	11	\$2,698.30*
4.	\$453.00	10	\$4,530.00*
5.	\$42,300.00	1	<del>\$133,350.00</del> <b>\$226,620**</b>
6.	\$2,400.00	1	<del>\$7,200.00</del> <b>\$12,000***</b>
7.	\$7,000.00	1	<del>\$21,000.00</del> <b>\$35,000***</b>
8.	\$51,450.00	1	\$51,450.00*
9.	\$1,400.00	1	\$1,400.00*
10.	\$1,400.00	1	\$1,400.00*
11.	\$1,400.00	1	\$1,400.00*
<b>SUBTOTAL:</b>			<del><b>\$232,908.30</b></del> <b>\$344,978.30</b>
<b>SALES TAXES:</b>			<del><b>\$9,165.91</b></del> <b>\$10,901.73</b>
<b>ADJUSTED TOTAL:</b>			<del><b>\$242,074.21</b></del> <b>\$355,880.03</b>
<b>CONTINGENCIES (INCLUDES \$3,000 DATA EXPORT CHARGE AT END OF CONTRACT):</b>			<del><b>\$7,925.79</b></del> <b>\$14,119.97</b>
<b>FINAL TOTAL:</b>			<del><b>\$250,000.00</b></del> <b>\$370,000</b>

. \*Amount reflects one-time cost during Year 1. No further costs to be incurred by City for duration of Contract Term or any extended periods exercised by City under Section 3.4.

\*\*The cost listed is the total cost to City during the Term. The annual cost to City is as follows: \$42,300.00 for Year 1, \$44,415.00 for Year 2, and \$46,635 for Year 3, **\$46,635 for Year 4, and \$46,635 for Year 5**. The costs for Years 2 and 3 reflect cost of living increases. Additionally, for each year of any extended period of the Term, the cost is subject to a 0-5% cost of living increase, as determined by Consultant in its reasonable discretion.

\*\*\*Amount reflects total cost to City during the Term. The annual cost is the amount listed divided by 5.

The Contract Sum is broken down by years as follows:

Year 1 - \$127,006.34 plus \$2,993.66 for contingencies = \$130,000.

Year 2 - \$56,371.21 plus \$3,628.79 for contingencies = \$60,000.00.

Year 3 - \$58,696.66 plus \$1,303.34 for contingencies = \$60,000.00.

***Year 4 - \$56,902.91 plus \$3,097.09 for contingencies = \$60,000.00.***

***Year 5 - \$56,902.91 plus \$3,097.09 for contingencies = \$60,000.00.”***

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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, 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, 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.

5. **Authority.** The persons executing this Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 1 on the date and year first-above written.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Holmes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

ACTIVE NETWORK, LLC, a Delaware limited liability company

By:\_\_\_\_\_

Name:

Title:

By:\_\_\_\_\_

Name:

Title:

Address: 5850 Granite Pkwy., Suite 1200  
Plano, TX 75024

**If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: 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. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, 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 \_\_\_\_\_, 2024 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.

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

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<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> CORPORATE OFFICER  <input type="checkbox"/> PARTNER(S) <span style="margin-left: 100px;"><input type="checkbox"/> LIMITED</span> <span style="margin-left: 100px;"><input type="checkbox"/> GENERAL</span> <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> GUARDIAN/CONSERVATOR <input type="checkbox"/> OTHER _____	_____ TITLE OR TYPE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	NUMBER OF PAGES
_____	DATE OF DOCUMENT
_____	SIGNER(S) OTHER THAN NAMED ABOVE