

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and TURBO DATA SYSTEMS, INC., a California corporation ("Consultant"), is entered into effective as of the 7th day of June, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2021 ("Agreement"), whereby Consultant agreed to provide parking citation processing services for a three-year period, from July 1, 2021 through June 30, 2024, in exchange for compensation in an amount not-to-exceed \$84,736 per annum, equivalent to a total compensation in an amount not-to-exceed \$254,208 over the initial three-year term of the Agreement. The Agreement provided the City with the option, at its sole discretion and upon 90 days' notice to Consultant, to extend the term of the Agreement for up to two additional one-year terms.

B. The City's citation processing revenues rose from \$975,000 in FY 2021/22 to \$1,284,000 during the current fiscal year as of April 30, 2022.

C. As a result of the increase in revenue, Consultant's annual billing and cost to City have also increased. The primary cause of the increase in the annual billing is due to the unexpected jump in delinquent collections (Out-of-State [OOS], Innovative Collection Services [ICS] and Franchise Tax Board [FTB] collections).

D. Due to the unforeseen upsurge in the parking citation collections rate leading to an increase in contract billing exceeding the annual contract amount, City and Consultant now desire to increase the Contract Sum of the Agreement by an additional \$30,000 per year retroactive to the effective date of the Agreement so that the adjusted Contract Sum will be \$114,736 per year for the three year Agreement term, thereby increasing the total not-to-exceed Contract Sum from \$254,208 to \$344,208.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

A. **Section 2.1, "Contract Sum," of the Agreement is hereby amended to read in its entirety as follows:**

"2.1 "Contract Sum. "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 ~~Eighty Four Thousand Seven Hundred Thirty Six~~ ***One Hundred Fourteen***

Thousand Seven Hundred Thirty Six Dollars annually (\$84,736 ~~\$114,736~~/year) for a grand total not to exceed contract sum of ~~Two Hundred Fifty Four Thousand Two Hundred Eight~~ *Three Hundred Forty Four Thousand Two Hundred Eight* Dollars (~~\$254,208~~ *\$344,208*) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8. If postal rates increase during the term of this Agreement, Consultant may request that the rate be raised in an amount agreeable to both parties to offset the effect of the postal rate increase. Any adjustment to the Contract Sum shall constitute an amendment to the Agreement and must be agreed to and executed by both parties.”

B. Section V. of Exhibit “C,” “Schedule of Compensation,” of the Agreement is hereby amended to read in its entirety as follows:

“The total compensation for the Services shall not exceed ~~\$84,736~~ *\$114,736* per year for a grand total of ~~\$254,208~~ *\$344,208* for the three-year contract term, as provided in Section 2.1 of this Agreement.”

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.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
(rjl)

CONSULTANT:

TURBO DATA SYSTEMS, INC., a California corporation

By:_____
Name: Roberta Rosen
Title: President

By:_____
Name: Elie Sleiman
Title: Secretary
Address: 18302 Irvine Blvd. Ste. 200
Tustin, California 902780

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 _____, 2022 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	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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<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