

## AMENDMENT NO. 2

### 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 effective as of the 1st day of May, 2020.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated March 16, 2016 (“Agreement”), whereby Consultant agreed to provide parking citation processing services for a three-year period, from May 1, 2016 through April 30, 2019, in exchange for compensation in an amount not-to-exceed one hundred thousand dollars (\$100,000) annually, equivalent to total compensation in an amount not-to-exceed three hundred thousand dollars (\$300,000) over the initial three-year term of the Agreement.

B. 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.

C. City has exercised the first of its two one-year options under the Agreement, and in accordance with the Agreement the City and Consultant on May 1, 2019 executed Amendment No. 1 to the Agreement, so as to extend the term by one year through April 30, 2020 and to increase the total not-to-exceed contract sum to four hundred thousand dollars (\$400,000).

D. City has determined that it wishes to exercise the second of its two one-year options under the Agreement, and has notified Consultant of said determination in accordance with the Agreement.

E. City and Consultant, to facilitate City’s exercise of the second one-year option now desire to: (1) extend the term of the Agreement for one additional year, from May 1, 2020 through April 30, 2021; and (2) increase the contract sum of the Agreement by an amount not-to-exceed one hundred thousand dollars (\$100,000) as compensation for the services to be provided by Consultant over the one-year extension period from May 1, 2020 through April 30, 2021, thereby increasing the total not-to-exceed contract sum of the Agreement from four hundred thousand dollars (\$400,000) to five hundred thousand dollars (\$500,000) over the full term of the Agreement.

### 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, shall be amended to read in its entirety as follows:**

“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 one hundred thousand dollars annually (\$100,000.00/year), for a total amount not to exceed ~~\$400,000~~ *five hundred thousand (\$500,000)* over the Term of this Agreement (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.”

**B. Section 3.4, Term, shall be amended to read in its entirety as follows:**

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~four (4)~~ *five (5)* years, from May 1, 2016 to ~~April 30, 2020~~ *April 30, 2021*, except as otherwise provided in the Schedule of Performance (Exhibit "D").”

**C. Exhibit “D,” Schedule of Performance, shall be amended to read in its entirety as follows:**

“This Agreement shall continue in full force and effect starting on May 1, 2016 and ending on ~~April 30, 2020~~ *April 30, 2021*. ~~City, at its sole discretion, may extend the term of the Agreement for up to one additional one year terms. City shall notify Consultant in writing of its decision whether to exercise the option to extend the Term for the additional year 90 days prior to the expiration of the Term. No more than one 1 year extension is permitted pursuant to this Agreement.~~

I. Consultant shall perform the scope of services on an as-requested basis and as directed by the Contract Officer.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.”

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, 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.

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 Agreement 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 Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement 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 Agreement 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  
[cfn]

**CONSULTANT:**

TURBO DATA SYSTEMS, INC., a California Corporation

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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	<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