

## AMENDMENT NO. 2

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment No. 2”) by and between the CITY OF CARSON, a California municipal corporation (“City”), and HDL SOFTWARE, LLC, a California limited liability company (“Consultant”), is entered into effective as of the 30th day of June, 2021 (“Effective Date”).

### RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June, 2017 (“Agreement”) whereby Consultant agreed to provide City software for the City to manage and track business license applications, calculate business tax and regulatory fees, print tax certificates and permits, and manage false alarm responses and fines, for a three (3) year term expiring June 30, 2020, with options to extend the Agreement for two (2) additional one-year terms.

B. The software provided to the City under the Agreement consists of two separate modules, one for “Business License Software” and another for “False Alarm Billing Software.”

C. City and Consultant entered into that certain Amendment No. 1 to Agreement for Contract Services, dated June 23, 2020 (“Amendment No. 1”), to (1) reflect City’s exercise of the first of its two one-year options to extend the term of the Agreement for one year, from July 1, 2020 through June 30, 2021 (“First Option Period”); (2) incorporate a change order entered into May 8, 2019 (“Change Order”) pursuant to Section 1.8 of the Agreement, for installation of a “New Application” Web Module and related work that enhanced the functionality and value of the Business License Software whereby City was to pay a one-time cost for the “New Application” Web Module of \$5,000, along with an annual use fee for the “New Application” Web Module in an amount of \$1,500 plus any annual CPI increases starting from Fiscal Year 2020-21; and (3) decrease the Contract Sum attributable to the First Option Period by waiving any CPI increases associated with the Business License Software and the Change Order, thereby decreasing compensation during the First Option Period from whatever amount that would have reflected an increase in CPI attributable to both the Business License Software and the Change Order, to \$17,955.87, which result did not impact the Contract Sum.

D. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to extend the term by one (1) additional year until June 30, 2022 retroactive to the Effective Date, and to thereby authorize the provision of the Services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement from the effective date of the Agreement until and through June 30, 2022.

### TERMS

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

Section I of Exhibit "B" of the Agreement, "Special Requirements," is hereby amended to read in its entirety as follows:

Section 3.4, "Term," is hereby amended to read as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall continue in full force and effect until completion of the services but no later than June 30, ~~2022~~ 2024 which is ~~five~~ **four** (54) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ~~City, in its sole discretion, may extend the term for one (1) additional year ending on June 30, 2022.~~"

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this 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 and Amendment No. 1. 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 and Amendment No. 1. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, 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. 2, 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. 2.

5. **Authority.** The persons executing this Amendment No. 2 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. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 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 No. 2 on the date(s) set forth below with express intent for this Amendment No. 2 to be effective as of the Effective Date.

**CITY:**

CITY OF CARSON, a municipal corporation

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

Date: July \_\_\_\_, 2021

**ATTEST:**

\_\_\_\_\_  
Donesia Gause-Aldana, City Clerk

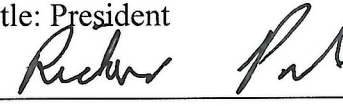
APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
(rjl)

**CONSULTANT:**

HDL SOFTWARE, LLC,  
a California limited liability company

By:   
Name: Andrew Nickerson  
Title: President

By:   
Name: Richard Park  
Title: Chief Financial Officer  
Address: 120 S. State College Blvd., Suite 200  
Brea, CA 92821

Date: July 15, 2021

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 \_\_\_\_\_, 2021 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><div><input type="checkbox"/> PARTNER(S)</div><div><div>TITLE(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div></div>	<div><div>TITLE OR TYPE OF DOCUMENT</div><div></div></div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div><div>NUMBER OF PAGES</div><div></div></div>
<input type="checkbox"/> OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div><div>DATE OF DOCUMENT</div><div></div></div>
	<div><div>SIGNER(S) OTHER THAN NAMED ABOVE</div><div></div></div>

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<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

