AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND DATA TICKET, INC.

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND DATA TICKET, INC., ("Amendment No. 2") by and between the CITY OF BELL ("City") and DATA TICKET, INC., a California Corporation ("Contractor") is effective as of the 23rd day of May, 2018.

RECITALS

A. The City and the Contractor entered into that certain Contract Services Agreement dated July 30, 2014, ("Agreement") whereby Contractor agreed to provide parking citation processing services to the City for three (3) years, from July 30, 2014 to July 30, 2017, with an option to extend the term of the Agreement for a period not to exceed three (3) years from the end of the term in the City’s sole discretion and absolute discretion if approved by the City Council.

B. The annual compensation due under the Agreement was in an amount not to exceed $50,000.00 per year, with a total maximum compensation of $150,000.00 during the three (3) year term of the Agreement.

C. On August 1, 2017, the City and Contractor executed Amendment No. 1 to the Agreement whereby the City and Contractor agreed to extend the term of the Agreement for an additional 11 months, ending on June 30, 2018, to coincide with the end of the City’s 2017-2018 fiscal year.

D. Amendment No. 1 also increased the total maximum compensation due under the Agreement by $45,833.33, from $150,000.00 to $195,833.33, to account for the 11 month extension.

E. By this Amendment No. 2, the City and Contractor now desire to extend the term of the Agreement by one additional year, from July 1, 2018 to June 30, 2019, exercising the second year extension permitted by the Agreement.

F. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $50,000.00, from $195,833.33 to $245,833.33.

G. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement and Amendment No. 1.
TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein.

   a. Section 2.1, "Contract Sum," is hereby amended and shall now read as follows:

   "2.1 **Contract Sum.**

   Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 **Two Hundred Forty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($245,833.33)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10."

   b. Section V of Exhibit C, "Schedule of Compensation," shall be amended to read as follows:

   "V. The total compensation for the Services shall not exceed **Two Hundred Forty-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($245,833.33)** as provided in Section 2.1 of this Agreement."

   c. Section I of Exhibit D, "Schedule of Performance," shall be amended to read as follows:

   "I. In accordance with Section 3.5 of the Agreement, the term of the Agreement shall expire on June 30, 2019, unless earlier terminated in accordance with Article 7 of this Agreement. The City in its sole and absolute discretion may extend the term of the Agreement on the same terms and conditions for a period not to exceed one-year from the end of the Term. Any extension of the Agreement shall be approved by the City Council."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement 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 Amendment Nos. 1 and 2.
3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment No. 2, Contractor 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.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

[Signature]
Edencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

DATA TICKET, INC., a California corporation

By: [Signature]
Name: Brook West
Title: CEO

By: [Signature]
Name: [Blank]
Title: [Blank]
Address: [Blank]

NOTE: CONTRACTOR’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 DEVELOPER’S BUSINESS ENTITY.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

DATA TICKET, INC., a California corporation

By:

Name: Bruce West
Title: CCO

By:

Name: Marjorie A. Freeman
Title: President
Address: 3603 Main St, Suite 300
Glenview, IL 60025

NOTE: CONTRACTOR'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 DEVELOPER'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 06/25, 2018 before me, Kwang Soo Kim, personally appeared Brock Westcott, 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:

[Signature]

[Notary Public Seal]

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**

- [ ] INDIVIDUAL
- [ ] CORPORATE OFFICER
- [ ] PARTNER(S)
- [ ] LIMITED
- [ ] GENERAL
- [ ] ATTORNEY-IN-FACT
- [ ] TRUSTEE(S)
- [ ] GUARDIAN/CONSERVATOR
- [ ] OTHER

**DESCRIPTION OF ATTACHED DOCUMENT**

- [ ] TITLE OR TYPE OF DOCUMENT
- [ ] NUMBER OF PAGES
- [ ] DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
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 Orange

On 07/10/2018 before me, Joseph Bryan Harding Notary Public, personally appeared Marjorie Alice Fleming, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Attachment to the Agreement, containing _____ pages, and dated ______ .

The signer(s) capacity or authority is/are as:

☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)
☐ Title(s)
☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing: ____________________________

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witnesses)

Notarial event is detailed in notary journal on:
Page # ______ Entry # ______

Notary contact: 949-568-7087

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ Other:

© Copyright 2007-2017 Notary Rotary, PO Box 41400, Des Moines, IA 50311-0507. All Rights Reserved. Item Number 101772. Please contact your Authorized Reseller to purchase copies of this form.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PELLETT INSURANCE SERVICES INC
2985 Theatre Drive, Ste 5
Paso Robles, CA 93446

CONTACT NAME: Lynn Eye
PHONE (805) 227-6760
FAX (805) 237-7350
EMAIL lynn@pellettins.com
INSURER A: Amco Insurance Company

INSURED
Data Ticket, Inc.
DBA: Revenue Experts
2603 Main Street, Ste 300
Irvine, CA 92614

COVERAGES
CERTIFICATE NUMBER:

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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<th>TYPE OF INSURANCE</th>
<th>LIMITS</th>
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<td>COMMERCIAL GENERAL LIABILITY</td>
<td>EACH OCCURRENCE: $2,000,000</td>
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<td>AUTOMOBILE LIABILITY</td>
<td>EACH OCCURRENCE: $1,000,000</td>
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<tr>
<td>ACPBPO3037427618</td>
<td>GENERAL LIABILITY</td>
<td>EACH OCCURRENCE: $2,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES: ACORD 101. Additional Remarks Schedule may be attached if more space is required.

IT IS AGREED THAT THE CERTIFICATE HOLDER LISTED BELOW IS INCLUDED AS ADDITIONAL INSURED INCLUDING A WAIVER OF SUBROGATION, AS REQUIRED BY WRITTEN CONTRACT, BUT SOLELY AS THEIR INTEREST MAY APPEAR IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY FORM. THIS INSURANCE IS PRIMARY & NON-CONTRIBUTORY.

CERTIFICATE HOLDER
City of Bell
6326 Pine Ave
Bell, CA 90201
Attn: Esbeyda Pimentel

AUTHORIZE REPRESENTATIVE

© 1988 2014 ACORD CORPORATION. All rights reserved.
ACORD CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ashbrook-Clevidence, Inc.
3000 W. MacArthur Blvd., #320
License #0183878
Santa Ana, CA 92704

CONTACT
T. Oscar Clevidence
PHONE: 800 447-4023
FAX: 714 979-2809
E-MAIL: oscar@aclevidence.com

INSURED
Data Ticket, Inc. dba: Revenue Experts
2603 Main Street Suite 300
Irvine, CA 92614

INSURER(S) AFFORDING COVERAGE
State Compensation Ins Fund
Continental Casualty Company
Scottsdale Insurance Company
Travelers Indemnity Company

COVERAGES

COVENANT LIABILITY

LIMIT

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

OCCUR

GENL. AGGREGATE LIMIT APPLIES PER:

POLICY

PROJECT

LOC

LIMITS

A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

Y IN

NIA

Y

X

906573117

07/12/2017

07/12/2018

X

IC Statutory Limits

OTHER

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

$1,000,000

$1,000,000

$1,000,000

$2,000,000

$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

"D" 11/1/16 - 11/1/2019 Employee Fidelity $1,000,000 Deductible $25,000 which is covered by AMCO Package

Policy

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Data Ticket, Inc DBA: Revenue Experts
2603 Main Street Suite 300
Irvine, CA 92614

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

©1988-2009 ACORD CORPORATION. All rights reserved.
Certificate evidences current policies of Workers Compensation with Blanket Waiver of Subrogation attached and Professional Liability (Errors & Omissions) and Cyber Liability
endorsement agreement
waiver of subrogation
blanket basis

effective july 12, 2017 at 12:01 a.m.
and expiring july 12, 2018 at 12:01 a.m.

data ticket inc
4600 campus dr ste 200
newport beach, ca 92660

we have the right to recover our payments from anyone liable for an injury covered by this policy. we will not enforce our right against the person or organization named in the schedule.

this agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

the additional premium for this endorsement shall be 2.00% of the total policy premium.

schedule

<table>
<thead>
<tr>
<th>person or organization</th>
<th>job description</th>
</tr>
</thead>
<tbody>
<tr>
<td>any person or organization</td>
<td>blanket waiver of subrogation</td>
</tr>
<tr>
<td>for whom the named insured has agreed by written contract to furnish this waiver</td>
<td></td>
</tr>
</tbody>
</table>

nothing in this endorsement contained shall be held to vary, alter, waive or extend any of the terms, conditions, agreements, or limitations of this policy other than as stated. nothing elsewhere in this policy shall be held to vary, alter, waive or limit the terms, conditions, agreements or limitations of this endorsement.

countersigned and issued at san francisco: june 13, 2017

krist r. we bely
authorized representative

lisa sturze
president and ceo

scif form 10217 (rev.7-2014)

9065731-17
renewal
na
2-71-67-20
page 1 of 1

2572
do ep 217
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section II. WHO IS AN INSURED:

Any person or organization shown in the Schedule of this endorsement is also an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III. LIMITS OF INSURANCE AND DEDUCTIBLE:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits Of insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits Of insurance shown in the Declarations.

C. This insurance, including any duty we have to defend "suits", does not apply to:

1. "Bodily injury" or "property damage" that arises out of, in whole or in part, or is a result of, in whole or in part, the active negligence of the additional insured shown in the Schedule of this endorsement.

2. "Personal and advertising injury" that arises out of any independent "personal and advertising injury" offense committed by the additional insured shown in the Schedule of this endorsement.

All terms and conditions of this policy apply unless modified by this endorsement.

SCHEDULE

Name Of Person Or Organization:

WHEN REQUIRED BY A WRITTEN CONTRACT
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT TO OTHER INSURANCE CLAUSE FOR ADDITIONAL INSUREDs – PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED IN A WRITTEN AGREEMENT OR CONTRACT WITH YOU

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSEOWNERS COMMON POLICY CONDITIONS

Only with respect to any additional insured, in the COMMON POLICY CONDITIONS, form PB 00 09, under condition H. OTHER INSURANCE, paragraph 2.a. is replaced by the following:

H. OTHER INSURANCE

2. Under any liability coverage provided by this policy.
   a. If for injury or loss we cover, there is other valid and collectible insurance available to any additional insured under another policy, our obligations are limited as follows:
      (1) issued by another insurer, or if there is self insurance or similar risk retention that applies to a loss covered by this policy, then this insurance provided by us shall be excess over such other insurance, unless you have agreed in a written contract or written agreement signed prior to the loss that this insurance shall be primary.
         (a) Then this insurance is primary. If other insurance is also primary, we will share with all that other insurance as described in d. below; and
         (b) The coverage afforded by this insurance is non-contributory with the additional insured's own insurance.

      Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured to any other person or organization's policy; or
      (2) Issued by us or any of our affiliate companies, that applies to a loss covered by this policy, then only the highest applicable Limit of Insurance shall apply to such loss. This condition does not apply to any policy issued by us that is designed to provide Excess or Umbrella liability insurance.

All terms and conditions of this policy apply unless modified by this endorsement.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS COMMON POLICY CONDITIONS

SCHEDULE

Name Of Person Or Organization:

WHEN REQUIRED BY A WRITTEN CONTRACT

In condition K. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US, under paragraph 2 Applicable to Businessowners Liability Coverage, the following paragraph is added:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

All terms and conditions of this policy apply unless modified by this endorsement.

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