AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACTUAL SERVICES ("Amendment No. 3") by and between the CITY OF BELL ("City") and DATA TICKET, INC., a California Corporation ("Contractor"), is effective as of the 12th day of June, 2019.

RECITALS

A. The City and the Contractor entered into that a contract services Agreement dated July 30, 2014, ("Agreement") whereby Contractor agreed to provide parking citation processing services to the City for a Term of three years, for a Contract Sum of $150,000, with an annual not-to-exceed compensation amount of $50,000. The Agreement included an option to extend the Term a period not to exceed three years.

B. 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. Compensation was increased by $45,833.33 for a new Contract Sum of $195,833.33.

C. On May 23, 2018, the City and Contractor executed Amendment No. 2 to the Agreement, whereby the City and Contractor agreed to extend the Term for one additional year, ending on June 30, 2019. Compensation was increased by $50,000 for a new Contract Sum of $245,833.33.

D. By this Amendment No. 3, the City and Contractor now desire to extend the Term by one final additional year through June 30, 2019. Compensation will be increased by $50,000, for a new Contract Sum of $295,833.33.

E. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement, Amendment No. 1, and Amendment No. 2.

TERMS

1. Contract Amendments. The Agreement is amended as provided herein. Added text is indicated in bold italics, deleted text is indicated in strikethrough.

   a. Section 2.1, "Contract Sum," is amended to read:

   "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 Ninety-Five Thousand Eight Hundred Thirty-Three Dollars Thirty Three Cents ($245,833.33) Two Hundred Ninety-Five Thousand Eight Hundred Thirty-Three Dollars and Thirty-Three Cents ($295,833.33) (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 Ninety-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, 2020, 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. The Agreement may not be extended for any amount of time without the approval of both Parties. Any extension of the Agreement shall be approved by the City Council.”

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2, and 3.

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. 3, 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. 3, 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. 3.

5. **Authority.** The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

[Signature]
Ali Saleh
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: [Signature]
Title: Chief Operating Officer

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

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

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

On 06/21/2019 before me, kwang soo kim, Notary Public, personally appeared brook westerfield, 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: __________________________

OPTOMATIC

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.

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</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

01135.0001/352745.1
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 __________, 2019 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.

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<td></td>
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</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
DATA TICKET, INC. RESOLUTION
GRANTING SIGNING AND AUTHORITY TO
CONDUCT BUSINESS

WHEREAS, Data Ticket, Inc. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant sole signing and authority to conduct business to any one of the following person(s):
The foregoing signing, and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Data Ticket, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation November 13, 2006, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Corporation this November 13th of 2006.

[Signature]
A. William Fleming

Secretary
DATA TICKET, INC. RESOLUTION
GRANTING SIGNING AND AUTHORITY TO
CONDUCT BUSINESS

Brook Westcott, Chief Operating Officer and Chief Financial Officer is hereby granted
sole signing authority to conduct business on behalf of Data Ticket, Inc, including but
not limited to the execution of Deeds, powers of attorney, transfers, assignments,
contracts, obligations, certificates, and other instruments of whatever nature entered
into by Data Ticket, Inc.
## Certificate of Liability Insurance

**Producer:** PELLETT INSURANCE SERVICES INC  
4355 San Benito Rd.  
Atascadero, CA 93422  
OHT211282

**Contact Name:** Karen  
**Phone:** (805)227-6760  
**Fax:** (805)460-7445  
**E-mail:** karen@pellettins.com

**Insurer(s) Affording Coverage:** Amco Insurance Company A+XV  
**NAIC #:** 002014

### Coverage Details

**Certificate Number:** ACPBPO3037427618  
**Policy Number:** 11/01/18  
**Expiration:** 11/01/19

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**Certificate Holder:**  
City of Bell  
6326 Pine Ave.  
Bell, CA 90201  
Attn: Esbeady Pimentel

**Cancellation:**  
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:**

Karen Daniels

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© 1988-2015 ACORD CORPORATION. All rights reserved.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFEES NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THE 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 have ADDITIONAL INSURED provisions or 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
4355 San Benito Rd.
Atascadero, CA 93422
0H2721820

INSURER

Amco Insurance Company A+XV
002014

INSURED

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

COVERAGES

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WORKERS COMPENSATION AND EMPLOYERS’ LIABILITY

N/A

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 Waiver of Subrogation and Primary & Non-Contributory wording as required by Written Contract.

CERTIFICATE HOLDER
City of Bell
Code Enforcement Supervisor
Mr. Rich Arriola
6330 Pine Ave.
Bell, CA 90201

CANCELLATION

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

[Signature]

© 1988-2015 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

PREMIER BUSINESSOWNERS 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.
**ACORD™ CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Ashbrook-Clevidence, Inc.
3000 W. MacArthur Blvd., #320
License #0188788
Santa Ana, CA 92704

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

**INSCRIBED**

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**INSURERS AFFORDING COVERAGE**

- **INSURER A**: State Compensation Ins. Fund 35076
- **INSURER B**: Continental Casualty Company 20443
- **INSURER C**: Scottsdale Insurance Company 41297

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS**
Certificate evidences current policies of Workers Compensation with Blanket Waiver of Subrogation attached and Professional Liability (Errors & Omissions) & Including Personal Injury and Cyber Liability

**CERTIFICATE HOLDER**
Data Ticket, Inc DBA: Revenue Experts
4600 Campus Drive Suite #200
Newport Beach, CA 92660

**CANCELLATION**
10 Days for Non-Payment

**AUTHORIZED REPRESENTATIVE**

---

ACORD 25 (2001/08) 1 of 2 #S32533/M32529 © ACORD CORPORATION 1988
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.
ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

EFFECTIVE JULY 12, 2018 AT 12:01 A.M.
AND EXPIRING JULY 12, 2019 AT 12:01 A.M.

DATA TICKET INC
2603 MAIN ST STE 300
IRVINE, CA 92614

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

PERSON OR ORGANIZATION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS

JOB DESCRIPTION

BLANKET WAIVER OF SUBROGATION

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: JULY 13, 2018

Karl R. A. Land
AUTHORIZED REPRESENTATIVE

Victor Shuman
PRESIDENT AND CEO

2572
OLD DP 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:

Blanket Additional Insured