AMENDMENT NO. 1

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

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND DATA TICKET, INC., (“Amendment No. 1”) by
and between the CITY OF BELL (“City”) and DATA TICKET, INC., a California Corporation
(“Contractor”) is effective as of the 1st day of August, 2017.

RECITALS

A. City and 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.

B. The term of the Agreement was three years, from July 30, 2014 to July 30, 2017,
with three (3) possible one-year extensions in the City’s sole discretion and absolute discretion if
approved by the City Council.

C. The annual compensation due under the Agreement was an amount not to exceed
$50,000.00 per year, with a total maximum compensation due under the original Agreement
$150,000.00 during the three year term.

D. By this Amendment No. 1, the City desires to extend the term of the Agreement
by an additional 11 months ending June 30, 2018, to coincide with the end of the 2017-2018
fiscal year.

E. With the 11 month extension, the total maximum compensation due under the
Agreement will increase by $45,833.33, from $150,000.00 to $195,833.33.

F. The extension is subject to the same terms and conditions provided in the
Agreement.

TERMS

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

   a. Section 2.1, “Contract Sum”, shall be amended to 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 One Hundred Ninety Five Thousand Eight Hundred Thirty Three Dollars and No Cents ($195,833.33) (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 One Hundred Ninety Five Thousand Eight Hundred Thirty Three Dollars and No Cents ($195,833.33) as provided in Section 2.1 of this Agreement and shall not exceed $50,000.00 per year.

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

    "I. In accordance with Section 3.4 of the Agreement, the term of the Agreement shall expire on June 30, 2018, 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 2 years 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. 1, 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 Amendment No. 1.

    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. 1, 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. 1, 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. 1.

5. **Authority.** The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 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. 1 on the date and year first-above written.

CITY:

CITY OF BELL

Fidencio Joel Gallardo
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

DATA TICKET, INC.

By: ______________________________________
Name: Mahong Fleming
Title: President

By: ______________________________________
Name: Brook W. [signature]
Title: Chief Operating Officer

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.
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 September 7, 2017 before me, Diana Teresa Garcia, Notary Public, personally appeared Marjorie A. Fleming and Brock Westcott

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: Diana Teresa Garcia
Signature of Notary Public:

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

<table>
<thead>
<tr>
<th>Description of Attached Document</th>
<th>City of Bell Contract Services Agreement</th>
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<tbody>
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<td>Document Date:</td>
<td>8/1/17</td>
</tr>
<tr>
<td>Number of Pages:</td>
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<tr>
<th>Capacity(ies) Claimed by Signer(s)</th>
<th>Signer’s Name: Marjorie A. Fleming</th>
<th>Signer’s Name: Brock Westcott</th>
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<tr>
<td>□ Corporate Officer — Title(s): President</td>
<td>□ Corporate Officer — Title(s): Chief Operating Officer</td>
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<tr>
<td>□ Partner — □ Limited □ General</td>
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<tr>
<td>□ Trustee □ Guardian or Conservator</td>
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