

**FOURTH AMENDMENT TO THE AGREEMENT FOR PARKING CITATION
PROCESSING/COLLECTION SYSTEM AND CUSTOMER SERVICE CENTER BETWEEN
THE CITY OF SAN JOSE AND TURBO DATA SYSTEMS, INC.**

This Fourth Amendment to the Agreement for Parking Citation Processing/Collection System and Customer Service Center is entered into this ____ day of _____, 2018 by the City of San José, a municipal corporation ("City"), and Turbo Data Systems, Inc., a California corporation ("Contractor").

RECITALS

WHEREAS, on January 1, 2009, City and Contractor entered into an agreement entitled "Agreement for Parking Citation Processing/Collection System and Customer Service Center" ("Agreement"); and

WHEREAS, on September 14, 2010, City and Contractor entered into a First Amendment to the Agreement to create two categories of Special Collection Services, Basic Special Collections and California Franchise Tax Board Special Collections, and to increase the maximum annual compensation from \$600,000 to \$680,000; and

WHEREAS, on October 10, 2012, City and Contractor entered into a Second Amendment to the Agreement to expand the scope of services to include on-line adjudication and support and maintenance for hardware and software and correspondingly revise compensation; and add three additional one-year options to extend the term of the Agreement through June 30, 2017; and

WHEREAS, on April 12, 2017, City and Contractor entered into a Third Amendment to the Agreement to add one (1) additional one-year option, for a total of eight (8) one-year options under the Agreement, to extend the term through June 30, 2018; and

WHEREAS, between November 24, 2009 and June 15, 2017, pursuant to Section 3.2 of the Agreement, City exercised eight (8) options to extend the term of the Agreement through June 30, 2018; and

WHEREAS, City and Contractor desire to further amend the amended Agreement to add two (2) additional one-year options, for a total of ten (10) one-year options under the Agreement, to extend the term through June 30, 2020, subject to the annual appropriation of funds, as required in order for the City to conduct and complete a competitive solicitation for the required citation processing and collection services;

NOW THEREFORE, the parties agree to further amend the amended Agreement as follows:

SECTION 1. Section 3.2, entitled "Options", is amended to read as follows:

"City has the right to extend the term of this Agreement for ten (10) additional periods (the "Additional Terms"), based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Sixth Revised Exhibit B and subject to the

annual appropriation of funds by the City. City shall notify Contractor in writing of its exercise of its option for an Additional Term no less than thirty (30) days prior to the end of the then current term. Option periods are as follows:

Option Year 1: January 1, 2010 - December 31, 2010
Option Year 2: January 1, 2011 - December 31, 2011
Option Year 3: January 1, 2012 - June 30, 2013
Option Year 4: July 1, 2013 - June 30, 2014
Option Year 5: July 1, 2014 - June 30, 2015
Option Year 6: July 1, 2015 - June 30, 2016
Option Year 7: July 1, 2016 - June 30, 2017
Option Year 8: July 1, 2017 - June 30, 2018
Option Year 9: July 1, 2018 - June 30, 2019
Option Year 10: July 1, 2019 - June 30, 2020

Option Year 3 has been extended by six months for a total of 18 months in order to make the annual term of the option years coterminous with the City's fiscal year."

SECTION 2. All of the terms and conditions of the amended Agreement not expressly modified by this Fourth Amendment shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

“City”

APPROVED AS TO FORM:

City of San José,
a municipal corporation

Rosa Tsongtaatarii
Sr. Deputy City Attorney
Date: _____

By _____
Jennifer Cheng
Deputy Director, Finance
Date: _____

“Contractor”

Turbo Data Systems, Inc.,
a California corporation

By _____
Roberta Rosen
President
Date: _____