

**FIFTH 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 Fifth Amendment to the Agreement for Parking Citation Processing/Collection System and Customer Service Center by and between the City of San José, a municipal corporation (hereinafter "City"), and Turbo Data Systems, Inc., a California corporation (hereinafter "Contractor" or "Turbo Data"), is entered into on the date of execution by City ("Effective Date").

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 between the City of San José and Turbo Data Systems, Inc." ("Agreement"); and

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

WHEREAS, on October 10, 2012, City and Contractor entered into the Second Amendment to the Agreement to expand the scope of services to include online adjudication and support and maintenance for hardware and software, correspondingly revise compensation, and add three (3) 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 the 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, on June 20, 2018, City and Contractor entered into the Fourth Amendment to the 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; and

WHEREAS, between November 24, 2009 and May 24, 2019, pursuant to Section 3.2 of the Agreement, City exercised ten (10) options to extend the term of the Agreement through June

30, 2020; and

WHEREAS, City and Contractor desire to further amend the amended Agreement to add two (2) additional one-year options, for a total of twelve (12) options under the Agreement, to extend the term through June 30, 2022, subject to the annual appropriation of funds, as required to enable 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 reserves the right to extend the term of this Agreement for twelve (12) additional one-year option periods (the "Additional Terms") based upon the same conditions of the Initial Term, subject to adjustments for compensation as set forth in Ninth Revised Exhibit B, Compensation, and subject to the annual appropriation of funds by the City. City shall notify Contractor in writing of its intention to exercise 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, 2017
Option Year 9: July 1, 2018 - June 30, 2019
Option Year 10: July 1, 2019 - June 30, 2020
Option Year 11: July 1, 2020 - June 30, 2021
Option Year 12: July 1, 2021 - June 30, 2022

*Option Year 3 was extended by six (6) months for a total of 18 months to make the annual term of the option years coterminous with the City's fiscal year."

SECTION 2. All terms and conditions of the original Agreement and the First, Second, Third, and Fourth Amendments not expressly modified by this Fifth Amendment shall remain unchanged and in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names below.

City of San José
a municipal corporation

By _____
Name: _____
Title: _____
Date: _____

Turbo Data Systems, Inc.,
a California corporation

By _____
Roberta Rosen
President
Date: _____

APPROVED AS TO FORM:

Rosa Tsongtaatarii
Senior Deputy City Attorney