

## AMENDMENT NO. 4 TO AGREEMENT NO. C2013 011

This Amendment No. 4 to Agreement No. C2013 011 (hereinafter "Amendment") is dated this 1st day of July, 2018, by and between the City of Napa, a municipal corporation (hereinafter "City"), and Data Ticket, Inc. (hereinafter "Consultant").

### RECITALS

A. City and Consultant entered into an Agreement entitled IT Acquisition and Services (hereinafter "Agreement") for consolidation of its parking enforcement, parking permit management, citation processing, payment and collections, by which the Consultant agreed to perform services more particularly described in the Agreement and generally including the management of enforcement, permitting, appeals and collections for parking and administrative citations.

B. City has determined that additional services are required, beyond those described in the Agreement, in order to continue the work commenced under the Agreement, generally including accepting and processing requests for payment plans by indigent persons in accordance with California Vehicle Code Sections 40215 and 40220.

C. After negotiations between the parties, Consultant agreed to perform the additional services more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, in return for the compensation set forth in this Amendment.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. INCORPORATION BY REFERENCE. This Amendment hereby incorporates by reference all terms and conditions set forth in the Agreement, unless specifically modified by this Amendment. All terms and conditions set forth in the Agreement which are not specifically modified by this Amendment shall remain in full force and effect.

2. SCOPE OF ADDITIONAL SERVICES. Consultant shall accept and process request for payment plans from indigent persons in accordance with California Vehicle Code Sections 40215 and 40220, and perform the additional services described in Exhibit "A" in accordance with the terms and conditions of the Agreement.

3. PAYMENT. For additional services performed by Consultant in accordance with this Amendment, City will compensate Consultant in accordance with the terms and conditions of the Agreement in an amount not to exceed \$5.00 per request of indigent payment plan requests (approval/denial by Consultant) and \$0.85 per indigent payment plan letters.

4. ENTIRE AGREEMENT. This Amendment (including the Agreement as amended herein and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the services described in this Amendment. This Amendment supersedes all prior negotiations, agreements and understandings regarding the additional services described herein, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all.

5. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the Consultant and the City. This Amendment shall insure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

# ATTACHMENT 1

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

**CITY OF NAPA:**

\_\_\_\_\_  
(Signature)

Steve Potter, Police Chief  
(Type name and title)

**ATTEST:**

\_\_\_\_\_  
(Signature)

Dorothy Roberts, City Clerk  
(Type name and title)

**COUNTERSIGNED:**

\_\_\_\_\_  
(Signature)

Desiree Brun, City Auditor  
(Type name and title)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
(Signature)

Michael W. Barrett, City Attorney  
(Type name and title)

Budget Code: 29101-53201

**CONSULTANT:**

Data Ticket, Inc. a California Corporation  
(Print name of Consultant/form of organization)\*

By: \_\_\_\_\_

(Signature)

Marjorie Fleming, President  
(Print name and title)

By: \_\_\_\_\_

(Signature)

A. William Fleming, PhD, Director  
(Print name and title)

\*Corporation, partnership, limited liability corporation, sole proprietorship, etc.  
Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

**Exhibit A**

**Acceptance and Scanning of Indigent Payment Plan Requests  
(Approval/Denial by Consultant) request** **\$5.00 per**

- This new process includes the acceptance of documentation via the web and US Mail, the review of this documentation and the scanning of all the documentation and attachment to the citation to which it applies. Subject to any particular written regulations provided by the City to the Consultant, the Consultant will provide a timely written response to each requesting party (with a copy to the City) to either accept or deny each request. Each letter of denial will include the reasons for denial. Each letter of acceptance will include the documentation of the payment plan.

**Indigent Payment Plan Letters letter** **\$0.85 per**