

## **FIRST AMENDMENT TO SERVICE CONTRACT**

THIS FIRST AMENDMENT TO SERVICE CONTRACT (Amendment) made and entered into effective 19<sup>th</sup> of June 2025 (Effective Date), amends the Service Agreement entered between the CITY OF FRESNO, a California municipal corporation (City), and TURBO DATA SYSTEMS, INC., a California Corporation (Contractor).

### **RECITALS**

WHEREAS, the City and Contractor entered into a Service Agreement on April 22, 2016 (Agreement), to provide parking citation processing and support, for a total fee of \$508,640 for a three-year contract with the option of up to four two-year extensions; and

WHEREAS, City and Contractor desire to increase the total compensation for satisfactory performance of all service required or rendered pursuant to this Amendment by \$494,954 to complete the terms of the Contract through the full term of the contract set to expire on April 22, 2027; and

WHEREAS, with entry into this Amendment, the Contractor agrees it has no claim, demand, or dispute against the City and affirms that it will abide by all obligations contained in the Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the above recitals, which are contractual in nature, the mutual promises herein contained, and for other good and valuable consideration hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Contractor's sole compensation for satisfactory performance of all services required or rendered pursuant to the Agreement is amended and increased by \$494,954 for a total contract value of \$1,003,594 through the full term of the contract set to expire on April 22, 2027.
2. The term of the Agreement remains the same.
3. In the event of any conflict between the body of this Amendment and any exhibit or attachment hereto, the terms and conditions of the body of this Amendment shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the Parties, provided for within the body of this Amendment, shall be null and void.
4. Except as otherwise provided herein, the Agreement entered into by the City and the Contractor on April 22, 2016, remains in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amendment at Fresno, California, on the day and year first above written.

CITY OF FRESNO,  
A California municipal corporation

By: \_\_\_\_\_  
Georgeanne A. White  
City Manager

APPROVED AS TO FORM:

ANDREW JANZ

City Attorney

By: \_\_\_\_\_  
Tricia Herrera  
6D03E4AD28E0466...  
Tricia Herrera  
Deputy City Attorney

6/19/2025

Date

ATTEST:

TODD STERMER, MMC

City Clerk

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

Date

TURBO DATA SYSTEMS, INC, a  
California corporation

By: \_\_\_\_\_  
Roberta J. Rosen  
A9FB0647AEC24CF...  
Name: Roberta J. Rosen

Title: President  
(If corporation or LLC., Board Chair,  
President or Vice President)

By: \_\_\_\_\_  
Elie M. Sleiman  
A0170B3B834C49F...  
Name: Elie M. Sleiman

Title: VP/CIO  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)