

**FIRST AMENDMENT TO
PROFESSIONAL CONSULTANT SERVICES AGREEMENT**

DATA TICKET, INC.

[Administrative Citation Processing]

THIS FIRST AMENDMENT TO PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("First Amendment") is made and entered into this _____ day of _____, 2019, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and DATA TICKET, INC, a California corporation ("Consultant"), with respect to the following:

RECITALS

WHEREAS, the City and Consultant entered into that certain Professional Consultant Services Agreement dated April 18, 2013 ("Agreement"); and

WHEREAS, the City has been satisfied with Consultant's performance under the Agreement and desires to have Consultant continue providing the services referenced in that Agreement; and

WHEREAS, the City and Consultant have agreed to extend the term of the Agreement an additional year, through December 31, 2020, and increase compensation for the extended term in the amount of Seventy-Five Thousand Dollars (\$75,000), annually.

NOW, THEREFORE, incorporating the recitals set out above, the parties hereto mutually agree to the following amendment to the Agreement.

1. Section 2, Term, is hereby amended to extend the term of the Agreement through December 31, 2020.

2. Section 3, Compensation, is hereby amended to increase for the extended term by Seventy-Five Thousand Dollars (\$75,000), annually, for a contract total of Five Hundred and Twenty-Five Thousand Dollars (\$525,000).

3. All other terms and conditions of the Agreement between the parties, which are not inconsistent with the terms of this First Amendment, shall remain in full force and effect as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

DATA TICKET, INC.,
a California corporation

By: _____
City Manager

By: *Beek Westcott*
Beek Westcott
[Printed Name]
Chief Operating Officer
[Title]

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: *[Signature]*
Chief Financial Officer

By: *A. William Fleming*
A. William Fleming
[Printed Name]
Secretary
[Title]

Approved as to Form:

By: *[Signature]*
Ruthann Salera
Deputy City Attorney

DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, Data Ticket, Inc. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant sole signing and authority to conduct business to any one of the following person(s):
The foregoing signing, and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

The undersigned hereby certifies that he is the duly elected and qualified Secretary and the custodian of the books and records and seal of Data Ticket, Inc., a corporation duly formed pursuant to the laws of the state of California and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation November 13, 2006, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of the above-named Corporation this November 13th of 2006.



A. William Fleming

Secretary

DATA TICKET, INC. RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

Brook Westcott, Chief Operating Officer and Chief Financial Officer is hereby granted sole signing authority to conduct business on behalf of Data Ticket, Inc, including but not limited to the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by Data Ticket, Inc.