

AMENDMENT NO. 6

TO AGREEMENT FOR SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR SERVICES (“Amendment”) by and between the CITY OF CHINO, a California municipal corporation (“City”) and **DATA TICKET, INC.** (“Consultant”) is effective as of the 1st day of July 2026.

RECITALS

- A. Section 3.32.060 of the Chino Municipal Code provides that the City may dispense with competitive pricing procedures for professional services contracts “When the vendor was awarded a bid by another public agency, said agency used purchasing procedures substantially similar to those that the city would have been required to use, and the vendor offers the same price(s) to the city that it offered to the other agency.”
- B. Following a solicitation process substantially similar to that which the City would have been required to use, the County of Riverside awarded a contract to Consultant to provide the kinds of services described in the Scope of Services in this Agreement.
- C. Consultant offers to provide said services to the City for the same price offered to the County of Riverside and therefore the City has authority to enter into and execute this Agreement with Consultant without using its own competitive pricing procedures.
- D. The Parties desire to formalize the selection of Consultant for performance of those services described in this Agreement and desire that the terms of that performance be as particularly defined and described herein.
- E. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2022 (“Agreement”) whereby Consultant agreed to provide Citation Processing Services.
- F. On June 15, 2023, the City and Consultant entered into the first amendment to the Agreement to increase compensation by \$10,000 to equal a total not-to-exceed amount of \$89,200.
- G. On July 1, 2023, the City and Consultant entered into the second amendment to the Agreement to renew for one additional year and to increase compensation by \$80,500 to equal a not-to-exceed amount of \$169,700.
- H. On March 19, 2023, the City and Consultant entered into the third amendment to the Agreement to increase compensation by \$24,000 to equal a not-to-exceed amount of \$193,700.

- I. On July 1, 2024, the City and Consultant entered into the fourth amendment to the Agreement to renew for one additional year and to increase compensation by \$101,500 to equal a not-to-exceed amount of \$295,200.
- J. City and Consultant now desire to amend the Agreement to renew for one additional year and to increase compensation by \$95,000 to equal a not-to-exceed amount of \$390,200.
- K. City and Consultant now desire to amend the Agreement to renew for one additional year and to remove the reference to a maximum compensation amount as that amount is entirely dependent on revenues generated by Consultant.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

- (a). Section 2.1 Contract Sum. The Contract Sum is revised to read in its entirety as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amount specified in the “Schedule of Compensation” attached hereto as “Exhibit C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall be based on the revenues generated by Consultant through the services provided under this Agreement.

- (b). Section 3.4 Term. The Contract Term is revised to read in its entirety as follows:

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with

the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CHINO, a municipal corporation

Linda Reich, City Manager

ATTEST:

Natalie Gonzaga, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

Kim Sao, Department Director

CONSULTANT:

DATA TICKET, INC.

By:_____
Name: Brook Westcott
Title: Chief Operating Officer

Address:2603 Main Street

Suite 300

Irvine, CA 92614

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer.