

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
INFOSEND, INC.**

PREAMBLE

This amendment ("Amendment No. 4") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and InfoSend, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and InfoSend, Inc.," dated June 7, 2017 (Agreement) for the purpose of having Contractor provide bill print and mail services;
- B. The Agreement was previously amended by (i) Amendment No. 1, dated June 3, 2020, (ii) Amendment No. 2, dated May 21, 2021, (iii) Amendment No. 3, dated November 19, 2021, and (iv) is again amended by this Amendment No. 4. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties now wish to amend the Agreement as Amended to (i) extend the term of the agreement through December 31, 2024 and (ii) increase the maximum compensation by Two Hundred Eighty Thousand Dollars (\$280,000) for a revised not-to-exceed maximum compensation amount of Two Million Six Hundred Sixty Thousand Dollars (\$2,660,000).

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement as Amended, entitled "Term of Agreement," is hereby amended to read as follows:

"Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2024."

2. Section 1 (Maximum Compensation) of the Third Revised Exhibit B is hereby amended in its entirety to read as follows:

“The maximum compensation City will pay the Contractor for services and materials under this Agreement shall not exceed Two Million Six Hundred Sixty Thousand Dollars (\$2,660,000) during the term of the Agreement, subject to annual budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.”

3. The first sentence of Section 2 (Fees) of Third Revised Exhibit B is hereby amended in its entirety to read as follows:

“The pricing set forth in this Third Revised Exhibit B is effective from July 1, 2022 through December 31, 2024”.

4. As set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

SIGNATURES ON NEXT PAGE

The Parties acknowledge and accept the terms and conditions of this Amendment No. 4 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

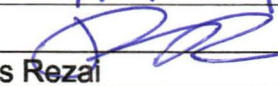
Dated: _____

GLEN R. GOOGINS
City Attorney

JOVAN D. GROGAN
City Manager
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

INFOSEND, INC.
a California corporation

Dated: 03/13/2024
By (Signature): 
Name: Russ Reza
Title: President
Principal Place of Business Address: 4240 East La Palma Ave.
Anaheim, CA 92807
Email Address: russ.r@infosend.com
Telephone: (800) 955-9330
Fax: (714) 993-1306

"CONTRACTOR"