

**SIXTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND INFOSEND, INC.
(BILL PRINTING AND MAILING SERVICES)**

1. PARTIES AND DATE.

This Sixth Amendment to the Professional Services Agreement (“Sixth Amendment”) is made and entered into this _____ day of _____, 2024 by and between the City of Corona (“City”) and Infosend, Inc. a California corporation (“Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Fifth Amendment.

2. RECITALS.

2.1 Agreement. City and Consultant entered into that certain Professional Services Agreement dated August 28, 2018 (“Agreement”), whereby Consultant agreed to provide Bill Printing and Mailing Services.

2.2 Prior Amendments. City and Consultant entered into that certain First Amendment to the Professional Services Agreement on or about July 3, 2019 (“First Amendment”). City and Consultant entered into that certain Second Amendment to the Professional Services Agreement on or about July 1, 2020 (“Second Amendment”). City and Consultant entered into the certain Third Amendment to the Professional Services Agreement on or about July 1, 2021 (“Third Amendment”). City and Consultant entered into that certain Fourth Amendment to the Professional Services Agreement on or about July 1, 2022 (“Fourth Amendment”). City and Consultant entered into that certain Fifth Amendment to the Professional Services Agreement on or about August 8, 2023 (“Fifth Amendment”).

2.3 Amendment. City and Consultant desire to amend the Agreement for the sixth time to (1) extend the Term of the Agreement through June 30, 2025; (2) increase Total Compensation to \$500,000; (3) replace Exhibit “B” (Schedule of Services) with Exhibit “B-1” (Schedule of Services); and (4) replace Exhibit “C-4” (Compensation) with Exhibit “C-5” (Compensation).

3. TERMS.

3.1 Term. Section 3.1.2. of the Agreement, as amended by the Fifth Amendment, is hereby deleted in its entirety and replaced with the following:

“3.1.2 Term. The term of this Agreement shall be from **September 5, 2018 to June 30, 2025** (“Term”), unless earlier terminated as provided herein. Consultant shall complete the Services within the Term of this Agreement and shall meet any

other established schedules and deadlines. The Parties may, by mutual, written consent, extend the Term of this Agreement one or more times by executing a written amendment pursuant to Section 3.6.8 below (each a “Renewal Term”). The terms “Term” and “Renewal Term” may sometimes be generally and collectively referred to as “Term” in this Agreement”.

3.2 Rates & Total Compensation. Section 3.3.1 (Compensation) and Exhibit “C-4” (Compensation) of the Agreement, as amended by the Fifth Amendment, are hereby deleted in their entirety and replaced with the following:

“3.3.1 Rates & Total Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C-5” attached hereto and incorporated herein by reference. Total compensation, including authorized reimbursement, shall not exceed **Five Hundred Thousand Dollars (\$500,000) (“Total Compensation”) for fiscal year ending June 30, 2025**, without written approval of City’s Representative. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Exhibit B-1. Exhibit “B” (Schedule of Services) of the Agreement is hereby deleted in its entirety and replaced with Exhibit “B-1” (Schedule of Services) attached hereto and incorporated herein by reference.

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

3.5 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 Sixth Amendment.

3.6 Counterparts. This Sixth Amendment may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

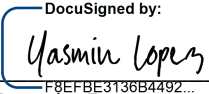
**CITY'S SIGNATURE PAGE
FOR
SIXTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF CORONA
AND INFOSEND, INC.
(BILL PRINTING AND MAILING SERVICES)**

IN WITNESS WHEREOF, the Parties have entered into this Sixth Amendment to Professional Services Agreement as of the date noted on the first page of the Amendment.

CITY OF CORONA

By: _____
Tom Moody
Director of Utilities

Reviewed By: _____
Katie Hockett
Assistant Director of Utilities

Reviewed By:  _____
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Yasmin Lopez
Purchasing Manager

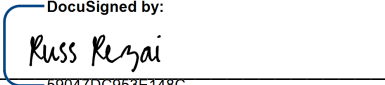
Attest:

Sylvia Edwards, City Clerk
City of Corona, California

**CONSULTANT'S SIGNATURE PAGE
FOR
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INFOSEND, INC.
a California corporation

By: 
59047DC953E148C...
Russ Rezai
President

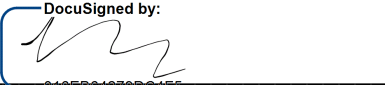
By: 
016EB64279DC4F5...
Roxana Weil
Executive Vice President & Secretary

EXHIBIT "B-1"
SCHEDULE OF SERVICES

Consultant shall complete the Services within the Term of this Agreement, and shall meet any other reasonable schedules and deadlines established by City's Representative.

The City retains the right to exercise option year renewals at its sole discretion. Actual option year pricing shall be negotiated with the successful Consultant prior to exercising of any given option year. Optional years shall become effective only upon issuance by the City of a duly authorized Purchase Order. Rates may be adjusted at the end of the initial Agreement Term. Rate increases shall not exceed the lesser of five percent (5%) or the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)" not seasonally adjusted, for the most recent twelve months for which statistics are available.

Increases in labor costs subject to mandated prevailing wage or minimum wage increases during any contract extension term must be supported, at time of contract negotiation, with documentation from the appropriate entity enforcing the increase in labor costs. Consultants must provide labor cost increases to the City a minimum of thirty (30) days in advance of contract or amendment term end date.

Contract Terms - optional renewal periods

- Option 1, if exercised, shall be effective July 1, 2025 through June 30, 2026
- Option 2, if exercised, shall be effective July 1, 2026 through June 30, 2027
- Option 3, if exercised, shall be effective July 1, 2027 through June 30, 2028

EXHIBIT "C-5" COMPENSATION

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth below:

Rate increases shall not exceed the lesser of five percent (5%) or the percentage of change in the United States Bureau of Labor Statistics Consumer Price Index. "All Urban Consumers for Riverside-San Bernardino-Ontario, California, (CPI-U)" not seasonally adjusted, for the most recent twelve months for which statistics are available.

COF **Statement:**

| | |
|----------|---|
| \$0.0849 | Statements Data Processing/QC/Mail Prep Service |
| \$0.0145 | Printing Service |
| \$0.0543 | Materials |

COJ **Final Notices:**

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|----------|--------------------------------------|
| \$0.0506 | Data Processing/QC/Mail Prep Service |
| \$0.0225 | Printing Service, Red Highlighting |
| \$0.0543 | Materials |

CRH **Meter Change Post Cards**

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|----------|---|
| \$0.1711 | Meter Postcards Data Processing/Print/Mail Prep Service |
| \$0.0095 | Materials |

CRI, CN5 **Backflow Notices**

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|----------|--------------------------------------|
| \$0.1591 | Data Processing/QC/Mail Prep Service |
| \$0.0241 | Backflow Printing Service |
| \$0.0543 | Materials |

CR8 **Lifeline Letter**

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|----------|---|
| \$0.1594 | Data Processing/Print/Mail Prep Service |
| \$0.0543 | Materials/Printing Service |

Other Pricing and Misc Fees:

| | |
|----------|-----------------------------------|
| \$11.73 | Batch Fee (Under 150 Mail Pieces) |
| \$0.4126 | Address Change Service |