

CITY OF GARDEN GROVE

AMENDMENT NO. 2

To Provide Data Processing, Printing, Mailing and Inserting Services for City of Garden Grove Utility Bills per RFP S-1280.

This Amendment No. 2 to Provide Data Processing, Printing, Mailing and Inserting Services for City of Garden Grove Utility Bills per RFP S-1280, is made and entered into this ____ day of _____ 2022, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **InfoSend, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, Contractor and CITY entered into Contract No. **B200239** effective **April 15, 2021**.

WHEREAS, Amendment No. 1 increased the contract price by 10% (\$13,200.00) from \$132,000.00 to \$145,200.00 for the term of the Agreement ending June 30, 2022.

WHEREAS, additional funds are required for the current term of the Agreement to cover additional work and increases in the price of postage and mailing.

WHEREAS, the parties wish to extend the Agreement an additional year.

WHEREAS, Contractor and CITY desire to amend the Existing Contract as provided herein.

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Increased Compensation for Term Ending June 30, 2022.

Section 3: Compensation, for the current Term of the Agreement shall be revised as follows:

The contract price is hereby increased by \$10,000.00 to \$155,200.00 to cover expenses through June 30, 2022.

2. One-Year Extension of Agreement.

Section 1: Term and Termination, shall be revised as follows:

Upon termination of the current term of the Agreement on June 30, 2022, the Agreement shall renew for an additional one-year term commencing on July 1, 2022 through June 30, 2023.

Section 3: Compensation, shall be revised as follows:

The contract price is hereby set at \$180,000.00 for the term commencing July 1, 2022 and for the remaining option years of the contract, per Attachment "A" and revised pricing in Attachment "B".

At the request of the CONTRACTOR, the CITY may adjust all item prices by the amount in the increase or decrease during the previous twelve (12) months in the Los Angeles, Anaheim, Riverside All Urban Consumers Index. To determine the percent increase or decrease, the term "previous twelve months" shall mean the twelve-month period ending March 31 of that year, or if not available, the prior month. The City shall then have the option of increasing the contract price, decreasing the scope of work, or terminating the Agreement.

3. Except as expressly amended hereby, all other provisions of the Agreement shall remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

Date: _____

**"CITY"
CITY OF GARDEN GROVE**

By: _____
City Manager

ATTESTED:

City Clerk

Date: _____

**"CONTRACTOR"
InfoSend, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

APPROVED AS TO FORM:

Garden Grove City Attorney

Date