

**FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES  
BETWEEN THE CITY OF REDONDO BEACH  
AND PAYBYPHONE TECHNOLOGIES INC.**

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES (“First Amendment”) is made and entered into on May 16, 2023, by and between the City of Redondo Beach, a chartered municipal corporation (“City”), and PayByPhone Technologies, Inc., a British Columbia corporation (“Contractor” or “Consultant”).

WHEREAS, on October 19, 2021, the parties entered into an Agreement for Project Services between the City and Contractor (the “Agreement”); and

WHEREAS, the parties desire to amend the Agreement.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, and intending to be legally bound, the parties hereby agree to make the following amendments to the Agreement:

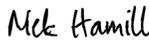
1. **COMPENSATION.** Exhibit “C” of the Agreement is hereby amended to add Exhibit “C-1”, which increases the transaction fee charge from \$0.18 to \$0.25 effective May 16, 2023. Exhibit “C-1” is attached hereto and incorporated by reference. Contractor shall be compensated for the services described in Exhibit “A” of the Agreement.
2. **NO OTHER AMENDMENTS.** Except as expressly stated herein, the Agreement shall remain unchanged and in full force and effect. The Agreement and this First Amendment constitute the entire agreement between the parties and supersede any previous oral or written agreement with respect to the subject matter hereof. In the event of any inconsistency between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have executed this First Amendment in Redondo Beach, California, as of this 16<sup>th</sup> day of May, 2023.

CITY OF REDONDO BEACH,  
a chartered municipal corporation

PAYBYPHONE TECHNOLOGIES INC.,  
a British Columbia corporation

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William C. Brand, Mayor

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By: \_\_\_\_\_  
Name: ~~NICK HAMILL~~  
Title: VP Finance

ATTEST:

APPROVED:

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Eleanor Manzano, City Clerk

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Diane Strickfaden, Risk Manager

APPROVED AS TO FORM:

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Michael W. Webb, City Attorney

## EXHIBIT "C-1"

### COMPENSATION

Provided Contractor is not in default under this Agreement, Contractor shall be compensated as provided below.

1. **AMOUNT.** Contractor shall be paid in accordance with the table set forth below. All amounts indicated in the table are exclusive of any and all taxes, including those applicable on fees paid by the driver. City will pay such taxes. All prices are stated, and City shall pay, in US dollars.

- A. STANDARD FEES. The setup fee, transaction and optional fees are as follows:

ITEM	COST
<b>ONE-TIME SETUP FEES</b>	
Signage – first round of signage production at service launch (installation not included)	Included
Training, consulting, marketing, and customer support as described in the Agreement	Included
Mobile payment services setup fee for locations in initial deployment	Included <sup>1</sup>
Integration with enforcement solution software – DataTicket	Included
Standard PayByPhone dynamic label	Included
<b>TRANSACTION FEES</b>	
City pays to Contractor per transaction (City will charge driver a non-embedded, on-top of price of parking convenience fee of \$0.25)	\$0.25 <sup>2</sup>
Monthly minimum of total transaction charges	Waived
<b>OPTIONAL FEES</b>	
Each additional custom dynamic label	\$1,000
Mobile payment service setup fee for additional locations after initial deployment	\$250 per location

**NOTES:**

1. Mobile payment services setup fee includes configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface. One-time setup fees are invoiced at contract signing.
2. Where convenience fee is added to driver's cost of parking, any change in the convenience fee will not affect the price City will pay to Contractor per transaction. The convenience fee may only be increased by mutual written agreement of both parties.
3. City is responsible for paying its own credit card processing and merchant banking fees, if City is MOR.

This is to certify that the Policy(ies) of insurance listed below ("Policy" or "Policies") have been issued to the Named Insured identified below for the policy period(s) indicated. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder named below other than those provided by the Policy(ies).

Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the Policy(ies) is subject to all the terms, conditions, and exclusions of such Policy(ies). This certificate does not amend, extend, or alter the coverage afforded by the Policy(ies). Limits shown are intended to address contractual obligations of the Named Insured.

Limits may have been reduced since Policy effective date(s) as a result of a claim or claims.

<b>Certificate Holder:</b> City of Redondo Beach 401 Diamond Street Police Department Redondo Beach, CA 90277 Attn.: Andrea Delap, andrea.delap@redondo.org	<b>Named Insured and Address:</b> PayByPhone Technologies Inc. 600-1290 Homer St. 6th floor Vancouver, BC V6B 2Y5
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**This certificate is issued regarding:**

Agreement for Project Services

Type(s) of Insurance	Insurer(s)	Policy Number(s)	Effective/Expiry Dates	Sums Insured Or Limits of Liability	
COMMERCIAL GENERAL LIABILITY • Waiver of subrogation (only when required by contract) • Primary and Non-Contributory Clause	HDI Global Specialty SE	01860980-14014	Jan 01, 2023 to Jan 01, 2024	Each Occurrence	CDN 1,000,000
				Products & Completed Operations Aggregate	CDN 1,000,000
				General Aggregate	CDN 1,000,000
				Non - Owned Auto	CDN 1,000,000
PROFESSIONAL LIABILITY	HDI Global Specialty SE	01860980-14047	Jan 01, 2023 to Jan 01, 2024	Any One Claim	CDN 1,000,000
				Annual Aggregate	CDN 1,000,000
				Deductible	CDN 25,000 Per Claim

**Additional Information:**

The City of Redondo Beach, its officers, elected and appointed officials, employees and volunteers are added as Additional Insureds on the Commercial General Liability policy, but only with respect to the liability arising out of operations of the Named Insured.

**Notice of cancellation:**

Should any of the policies described herein be cancelled before the expiration date thereof, the insurer(s) affording coverage will endeavour to mail 30 days written notice to the certificate holder named herein, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer(s) affording coverage, their agents or representatives, or the issuer of this certificate.

<b>Marsh Canada Limited</b> 120 Bremner Boulevard Suite 800 Toronto, ON M5J 0A8 Telephone: 1-844-990-2378 Fax: - fgs.cert@marsh.com	Marsh Canada Limited   By: _____ Naila Gafarova
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