FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES BETWEEN THE CITY OF REDONDO BEACH AND PRO DOCUMENT SOLUTIONS, INC. DBA PROVOTESOLUTIONS

THIS FIRST AMENDMENT TO THE AGREEMENT FOR PROJECT SERVICES ("First Amendment") is made between the City of Redondo Beach, a chartered municipal corporation ("City") and Pro Document Solutions, Inc., a California corporation dba ProVoteSolutions ("Contractor").

WHEREAS, on October 29, 2024, the parties entered into the Agreement for Project Services between the City and Contractor (the "Agreement"); and

WHEREAS, the parties desire to increase the amount of compensation paid to Contractor due to increased page count for the measures.

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 amendment to the Agreement:

- COMPENSATION. Exhibit "C" of the Agreement is hereby amended to add Exhibit
 "C-1", which increases the Contractor's compensation limit by \$21,000, setting a new
 limit of \$158,755.35. 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 the 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 15^{th} day of April, 2025.

CITY OF REDONDO BEACH a chartered municipal corporation	PRO DOCUMENT SOLUTIONS, INC., a California corporation dba ProVoteSolutions	
James A. Light, Mayor	By: Name: Title: Pocusigned by: Paul Mantey President	
ATTEST:	APPROVED:	
Eleanor Manzano, City Clerk	Diane Strickfaden, Risk Manager	
APPROVED AS TO FORM:		
Joy A. Ford, City Attorney		

EXHIBIT "C-1"

COMPENSATION

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

- A. **AMOUNT.** Contractor shall be paid in accordance with the unit price in the schedules attached to the Agreement as the quantity of items may vary due to the number of registered voters and candidates. Incidental costs including taxes, freight, and handling are estimated and may be amended. However, in no event shall the total amount paid to Contractor under the Agreement and any amendments hereto exceed \$158,755.35.
- B. METHOD OF PAYMENT. Upon completion of services, Contractor shall provide invoices indicating the services performed, materials and quantity purchased, unit cost, corresponding amounts, and total amount to City for approval and payment. Invoices must be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to City. Contractor may be required to provide back-up material upon request.
- C. **SCHEDULE FOR PAYMENT.** City agrees to pay Contractor within (45) days of its receipt and approval of the invoice; provided, however, that services are completed to the City's full satisfaction.
- D. **NOTICE.** Written notices to City and Contractor shall be given by registered or certified mail, postage prepaid and addressed to or personally served on the following parties.

<u>Contractor</u>: Pro Document Solutions, Inc. dba ProVoteSolutions

90 W. Poplar Avenue Porterville, CA 93257

Attention: Brad Stiers, President

<u>City</u>: City of Redondo Beach

The City Clerk's Office 415 Diamond Street

Redondo Beach, CA 90277 Attention: Eleanor Manzano

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the third day after mailing if sent by registered or certified mail; or (2) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.