

**FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF SUNNYVALE AND INFOSEND, INC. FOR UTILITY BILLING SERVICES**

This First Amendment to Services Agreement, dated \_\_\_\_\_ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and INFOSEND, INC. ("CONTRACTOR").

WHEREAS, on June 27, 2017, CITY and CONTRACTOR entered into a Services Agreement whereby CONTRACTOR would provide utility bill printing, mailing, electronic bill presentment, and remittance processing services; and

WHEREAS, the parties now agree that an Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS FIRST AMENDMENT TO SERVICES AGREEMENT:

1. Contract Documents

[Replace the first and second sentences with the following]:

CONTRACTOR shall provide services in accordance with Exhibit "A" and "A-1". attached and incorporated by reference.

4. Compensation

CITY agrees to pay CONTRACTOR at the rates shown in Exhibit "A" and "A-1". Total compensation shall not exceed Three Hundred Thirty-Eight Thousand Four Hundred Forty Five and No/100 Dollars (\$338,445.00) unless upon written modification of this Agreement.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this First Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By \_\_\_\_\_

By \_\_\_\_\_

City Clerk

City Manager

APPROVED AS TO FORM:

INFOSEND, INC. ("CONTRACTOR")

By \_\_\_\_\_

By \_\_\_\_\_

City Attorney

\_\_\_\_\_  
Name and Title

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title