

**CITY OF OCEANSIDE
AMENDMENT 1 TO
PROFESSIONAL SERVICES AGREEMENT**

PROJECT: INFOSEND PRINT AND DISTRIBUTION SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated June 4, 2025 for identification purposes, is made and entered into by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", and Infosend, Inc., hereinafter designated as "CONSULTANT."

RECITALS

WHEREAS, City and Consultant are the parties to that certain Professional Services Agreement dated May 22, 2022, hereinafter referred to as the "Agreement", wherein Consultant agreed to provide certain services to the City as set forth therein;

WHEREAS, City and Consultant wish to extend the term of the Agreement by one year pursuant to the original terms in the Agreement with a Consumer Price Index (CPI) increase to the City as set forth therein;

AMENDMENT

NOW, THEREFORE, as set forth herein, the parties hereto do mutually agree that the Agreement shall be amended as follows:

1. **TERM**

The term of the agreement is extended by one year from May 31, 2025 to May 31, 2026.

2. **COMPENSATION**

7.0 is amended to CONSULTANT'S compensation for all materials and services provided is adjusted based on the Consumer Price Index (CPI) increase from May 2022 to January 2025 for All Items San Diego- Carlsbad and is 11.2 percent and will be applied to per item charges (EXHIBIT A).

On an annual basis, CONSULTANT may request materials cost adjustment when extraordinary inflation occurs. Extraordinary inflation will be measured at a 30 percent increase over the previous period. CONSULTANT has requested extraordinary cost adjustment for specific envelope materials which had an extraordinary cost increase in the previous period (EXHIBIT A). A contingency cost of \$25,000 is established for extraordinary inflation of materials.

INFOSEND PRINT AND DISTRIBUTION SERVICES

A 10 percent increase to postage has been factored into the contract costs due to USPS's policy for rate changes in January and July of each year. All postage for this agreement will be paid by Infosend and itemized on the monthly billing to the CITY.

Based on historical and projected volumes and postage increases, compensation during the one-year term is estimated at \$442,275: Infosend Services \$79,500, Materials \$27,500, Postage and Delivery \$310,275, Contingency \$25,000.

3. Except as expressly set forth in this Amendment, the Agreement shall remain in full force and effect and is hereby ratified and reaffirmed.

SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Amendment on behalf of the respective legal entities of the CONSULTANT and the CITY.

IN WITNESS WHEREOF the parties hereto being duly authorized on behalf of their respective entities to execute this Amendment, do hereby agree to the covenants contained in the Agreement, including this Amendment and have caused this Amendment to be executed by setting hereunto their signatures on the dates set forth below.

Infosend, Inc.

CITY OF OCEANSIDE

By: 
Russ Rezai, President

By: _____
Jonathan Borrego, City Manager

Date: May 6, 2025

Date: _____

By: 
Name/Title

APPROVED AS TO FORM:

Date: 5-8-2025

Employer ID No. _____


City Attorney

NOTARY ACKNOWLEDGMENTS OF CONSULTANT MUST BE ATTACHED

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On May 6, 2025 before me, Devin Alma Romano-Notary Public
(insert name and title of the officer)

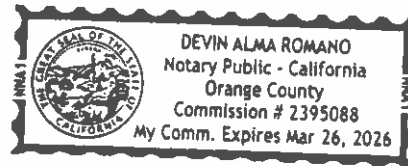
personally appeared Rusteen Rezai
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Devin Alma Romano (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

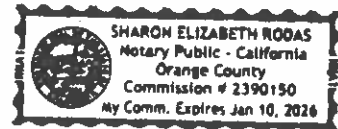
On May 8, 2025 before me, Sharon Elizabeth Rodas, Notary Public
(insert name and title of the officer)

personally appeared Mahmood Rezai,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



INFOSEND PRINT AND DISTRIBUTION SERVICES

EXHIBIT A- PRICING SCHEDULE

Document Services and Materials Summary	Unit Cost*	CPI 11.2%	2025 Infosend Unit Cost
Utility Bills, Delinquent Notices, Final Delinquent Notices (standard paper stock, outbound envelope, return envelope, 3/3 print)	\$0.13	\$0.02	\$0.15
Utility New Customer Letter (standard paper stock, outbound envelope, 3/3 print)	\$0.11	\$0.01	\$0.12
Business License and Tobacco Retail License Certificates (perforated certificate form, outbound envelope, 4/4 print)	\$0.17	\$0.02	\$0.19
Business License Renewals, Delinquent Notices (standard paper stock, outbound envelope, return envelope, 4/4 print)	\$0.13	\$0.02	\$0.15
Business License Enforcement Letters (standard paper stock, outbound envelope, 3/3 print)	\$0.11	\$0.01	\$0.12
Accounts Receivable Statements (standard paper stock, outbound envelope, return envelope, 4/4 print, FDT)	\$0.14	\$0.02	\$0.16

*Typical document service and materials cost per unit based on current document specifications and unit cost tables below. Additional charges, as defined below, may apply (i.e. inserts, batch fees, return mail, etc.).

Services/Postage	Unit Cost	CPI 11.2%	2025 Infosend Unit Cost
Data Processing Fee (per document)	\$0.006	\$0.001	\$0.007
Print Color Options (colors per side); up to 3/3 printing	\$0.007	\$0.001	\$0.077
Print Color Options (colors per side); up to 4/4 printing	\$0.075	\$0.01	\$0.085
Batch Fee (per mailing batch under 200 mail pieces)	\$15.00	-	\$15.00
Excess Pages Handwork Surcharge (per mail piece)	\$0.300	\$0.05	\$0.350
Address Updates - NCOA, ACS	\$0.350	\$0.02	\$0.370
Insert - InfoSend Produced	quoted*	-	quoted*
Insert - Envelope Messaging (Snipes)	quoted*	-	quoted*
Inserting Fee (per insert)	\$0.011	\$0.001	\$0.012
Final Doc Transfer (FDT) - per image InfoSend Batch File	\$0.011	\$0.001	\$0.012
USPS Postage	Pass-through	-	Pass-through

* quoted based on specification

Materials	Unit Cost	CPI 11.2%	2025 Infosend Unit Cost
Standard Paper Stock (per sheet)	\$0.015	\$0.002	\$0.017
Certificate Form – 90# White with Perforation	\$0.070	\$0.008	\$0.077 *
Outgoing Flat Envelope – used for mail pieces with excess pages	\$0.180	\$0.020	\$0.19 *

* Difference due to rounding, 2025 Infosend cost will be the cost billed to City.

Materials	Unit Cost	Extraordinary Increase 30%	2025 Infosend Unit Cost
Standard Outgoing #10 Envelope	\$0.020	\$0.006	\$0.026 *
Standard Return #9 Envelope	\$0.017	\$0.005	\$0.022 *

* Envelopes have had an extraordinary cost increase; however, the per unit cost for a typical document service is still within the 11.2% CPI as shown above in Document and Material Summary.