

CITY OF OCEANSIDE
AMENDMENT 2 TO
PROFESSIONAL SERVICES AGREEMENT

PROJECT: INFOSEND PRINT AND DISTRIBUTION SERVICES

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (hereinafter "Amendment"), dated May 20, 2026 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, 2026 to May 31, 2027.

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 January 2025 to January 2026 and is 2.93 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. A contingency cost of \$25,000 is established for extraordinary inflation of materials.

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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 \$430,880: Infosend Services \$56,180, Materials \$24,625, Postage and Delivery \$325,075, Contingency \$25,000.

3. PROTECTION OF PERSONAL INFORMATION

"Personal information" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, as more fully defined in California Civil Code section 1798.140. The CONSULTANT shall not collect any Personal Information except as is necessary for performance of obligations under this Agreement or otherwise required by law. The CONSULTANT shall protect, according to reasonable industry standards, the privacy and security of any Personal Information to which CONSULTANT has access in connection with this Agreement and shall not disclose such Personal Information to any third party or government agency, including federal immigration enforcement agents, unless required by this Agreement or by State or federal law.

4. 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.

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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, 2026

Date: _____

By: Russ Rezai, President
Name/Title

APPROVED AS TO FORM:

Date: _____

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, 2026 before me, Sharon Elizabeth Rodas, 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  (Seal)

