AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND AEGIS ITS

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT BY AND BETWEEN THE CITY OF BELL AND AEGIS ITS, ("Amendment No. 2") by and between the CITY OF BELL ("City") and ECONOLITE SYSTEMS, INC., formerly, AEGIS ITS, INC., a California Corporation ("Contractor") is effective as of the 23rd day of May, 2018.

RECATALS

A. The City and the Contractor entered into that certain Contract Services Agreement dated May 14, 2014, ("Agreement") whereby Contractor agreed to provide traffic signal and streetlight maintenance services.

B. The total maximum compensation due under the Agreement was for $180,000.00, with the annual compensation not to exceed of $60,000.00 per year.

C. The term of the Agreement was for three (3) years, from May 14, 2014 to May 14, 2017.

D. The City in its sole and absolute discretion may extend the term of the Agreement up to three (3) one-year periods or any portion thereof so long as there are funds appropriated for the Services under the Agreement.

E. On April 12, 2017, the City and Contractor executed Amendment No. 1 to the Agreement whereby the City and Contractor agreed to extend the term of the Agreement for an additional 14 months, ending on June 30, 2018, to coincide with the end of the City's 2017-2018 fiscal year.

F. Amendment No. 1 also increased the total maximum compensation due under the Agreement by $174,875.00, from $180,000.00 to $354,875.00, to account for the 14 month extension.

G. By this Amendment No. 2, the City and Contractor now desire to extend the term of the Agreement by one additional year, from July 1, 2018 to June 30, 2019, exercising the second of the three options to extend the term of the Agreement for a one-year period.

H. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the maximum compensation due to Contractor by an additional $70,000.00, from $354,875.00 to $424,875.00.
I. Except as amended hereby, this extension is subject to the same terms and condition as provided in the Agreement and Amendment No. 1.

TERMS

1. **Contract Amendments.** The Agreement is amended as provided herein.

   a. **Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:**

      "2.1 **Contract Sum.**

      Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Four Hundred Twenty-Four Thousand Eight Hundred Seventy-Five Dollars ($424,875.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

   b. **Section 3.5, “Term,” is hereby amended and shall now read as follows:**

      “Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

   c. **Section V of Exhibit C, “Schedule of Compensation,” shall be amended to read as follows:**

      “V. The total compensation for the Services, including reimbursement for actual expenses, shall not exceed **Four Hundred Twenty-Four Thousand Eight Hundred Seventy-Five Dollars ($424,875.00)** as provided in Section 2.1 of this Agreement.”

   d. **Section III of Exhibit D, “Schedule of Performance,” shall be amended to read as follows:**

      “III. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019. The City Council may, in its sole and absolute discretion, extend the term an additional one
year, on the same terms and conditions as set forth herein, so long as funds have been appropriated for the Services under this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendments Nos. 1 and 2.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

   Contractor represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

   City represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

[Signature]
Fidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

ECONOLITE SYSTEMS, INC., a California corporation

[Signature]
Name: Brian Alterley
Title: AUP

[Signature]
Name: Pat Shownter
Title: Operations Manager
Address: 1250 N. Tustin Ave., Anaheim, CA 92807

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE 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 6-25-14 before me, Melissa Wilson, Notary Public, personally appeared Brian Akerley and Pat Showalter, 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

MELISSA WILSON
Notary Public - California
Orange County
Commission # 2181164
My Comm. Expires Jan 23, 2023

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________________________
Document Date: ____________________________ Number of Pages: __________
Signer(s) Other Than Named Above: __________________________________

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____________________________________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________________________
Signer Is Representing: ____________________________________________

Signer's Name: _____________________________________________________
☐ Corporate Officer — Title(s): ____________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: ____________________________________________
Signer Is Representing: ____________________________________________

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