AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACT SERVICES

This AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES BY AND BETWEEN THE CITY OF BELL AND AEGIS ITS, INC. ("Amendment No. 3") by and between the CITY OF BELL ("City") and ECONOLITE SYSTEMS, INC., a California Corporation formerly known as AEGIS ITS, INC., ("Contractor") is effective as of the 24th day of April, 2019.

RE bâtals

A. The City and the Contractor entered into that certain Agreement for Contract Services dated May 14, 2014, ("Agreement") whereby Contractor agreed to provide traffic signal and streetlight maintenance services through May 13, 2017.

B. The total maximum compensation due under the Agreement was for $180,000, with the annual compensation not to exceed of $60,000 per year.

C. 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.

D. On April 12, 2017, the City and Contractor executed Amendment No. 1 to the Agreement ("Amendment No. 1") 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.

E. Amendment No. 1 also increased the total maximum compensation due under the Agreement by $174,875, from $180,000 to $354,875, to account for the 14-month extension.

F. On May 23, 2018, the City and Contractor executed Amendment No. 2 to the Agreement ("Amendment No. 2") whereby the City and Contractor agreed 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.

G. Amendment No. 2 also increased the total maximum compensation due under the Agreement by $70,000, from $354,875 to $424,875.
H. By this Amendment No. 3, the City and Contractor now desire to extend the term of the Agreement by one additional year, from July 1, 2019 to June 30, 2020, exercising the third and final option to extend the term of the Agreement for a one-year period.

I. To account for the extension on the term, the City and Contractor also desire to amend the Agreement to increase the total maximum compensation due to Contracts by an additional $70,000, from 424,875 to $494,875.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. Deleted text is indicated in strikethrough and added text in **bold italics**.

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) **Four Hundred Ninety Four Thousand Eight Hundred Seventy Five Dollars ($494,875)** (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 **June 30, 2020**, 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) **shall not exceed the Contract Sum, 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 June 30, 2020. 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. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendments Nos. 1, 2 and 3.

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. 3, 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. 3, 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. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 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. 3 on the date and year first-above written.

CITY:

CITY OF BELL, a California municipal corporation

Ali Saleh
Mayor

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

ECONOLITE SYSTEMS, INC., a California corporation

By: [Signature]
Name: [Name]
Title: [Title]

By: [Signature]
Name: Alice Cook
Title: Secretary

Address: 1250 N. Tustin Ave,
Anaheim, CA 92807

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. 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 CONTRACTOR’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 LOS ANGELES

On June 11, 2019 before me, Melissa Wilson, personally appeared Rodney Mathis, and proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

MELISSA WILSON
Notary Public – California
Orange County
Commission # 2181164
My Comm. Expires Jan 23, 2021

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ LIMITED
☐ GENERAL

☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
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 LOS ANGELES

On June 11, 2019 before me, Melissa Wilson, personally appeared Alice Cole, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

MELISSA WILSON
Notary Public - California
Orange County
Commission # 2181164
My Comm. Expires Jan 23, 2021

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

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SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE
# Certificate of Liability Insurance

**Certificate Number:** 00233406-08  
**Revision Number:** 17  
**Date:** 04/30/2019

**Producer:** Marsh Risk & Insurance Services  
17301 Von Karman Avenue, Suite 1100  
Irvine, CA 92614  
(949) 389-5500, License #0437153

**Insured:** Econolite Systems, Inc.  
1250 N. Tasman Avenue  
Anaheim, CA 92807

## Coverages

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<th>POLICY EXP (MM/DD/YYYY)</th>
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**Description of Operations / Locations / Vehicles (ACORD 101):** Additional Remarks Schedule, may be attached if more space is required.  
City of Bell and Agios ITS are included as additional insured (except workers’ compensation) where required by written contract.

## Certificate Holder

**City of Bell**  
6330 Pine Avenue  
Bell, CA 90201

## Cancellation

**Should Any of the Above Described Policies Be Canceled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions.**

**Authorized Representative:**  
of Marsh Risk & Insurance Services  
Jessica Boswell

© 1988-2016 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

CITY OF BELL GARDENS

Location of Covered Operations:

PROJECT #6027.160

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage”, “personal injury” or “advertising injury” caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
   In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring, or “personal injury” or “advertising injury” arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.