AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND AEGIS ITS, INC.

This AMENDMENT NO. 1 TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND AEGIS ITS, INC. ("Amendment No. 1") by and
between the CITY OF BELL ("City") and AEGIS ITS, INC., a California Corporation
("Contractor") is effective as of the 12th day of April, 2017.

RECITALS

A. City and 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,
with the annual compensation not to exceed $60,000 per year.

C. The term of the Agreement was for three (3) years, which began May 14, 2014
and is set to expire May 14, 2017.

D. The City Council now desires to extend the term of the Agreement.

E. Pursuant to Section III of Exhibit "D" in the Agreement, the "City may, in its sole
and absolute discretion, extend the Term for up to three (3) one-year periods or any portion
thereof so long as there are funds appropriated for the Services under this Agreement."

F. By this Amendment No. 1, the City Council will agree to extend the term of the
Agreement by an additional 14 months; as such, the Agreement, as amended, will expire on June
30, 2018, to coincide with the end of the 2017-2018 fiscal year.

G. With Amendment No. 1, the total maximum compensation due under the
Agreement will increase by an additional $174,875.00, from $180,000 to $354,875.00.

H. The total maximum compensation of $354,875.00 is comprised of the actual cost
already paid for services between May 14, 2014 and January 31, 2017 ($258,025.77), the
outstanding unpaid balance for services incurred between February 1, 2017 and March 15, 2017
($6,849.03), and the amount projected to be incurred for services between March 16, 2017, and
June 30, 2018 ($90,000.22).

TERMS

1. Contract Changes. The Agreement is amended as provided herein
a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:

“The total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Fifty Four Thousand Eight Hundred Seventy Five Dollars and No Cents ($354,875.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10. The Parties agree and acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor the sum of Two Hundred Fifty Eight Thousand Twenty-Five Dollars and Seventy Seven Cents ($258,025.77) through the end of January 31, 2017 services.”

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, 2018, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

c. Section V of Exhibit “C” of the Agreement is hereby amended and shall now read as follows:

“As provided in Section 2.1, the total compensation, including reimbursement for actual expenses, shall not exceed Three Hundred Fifty Four Thousand Eight Hundred Seventy Five Dollars and No Cents ($354,875.00) (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10. The Parties agree and acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor the sum of Two Hundred Fifty Eight Thousand Twenty-Five Dollars and Seventy Seven Cents ($258,025.77) through the end of January 31, 2017 services.”

d. Section III of Exhibit “D” of the Agreement 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, 2018 (the “Term”). The City Council may, in its sole absolute discretion, extend the Term an additional nine (9) months 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. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 to the Agreement.

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. 1, 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. 1, 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. 1.

5. **Authority.** The persons executing this Amendment No. 1 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. 1 on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Amendment No. 1, and (iv) the entering into this Amendment No. 1 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. 1 on the date and year first-above written.

CITY:

CITY OF BELL

[Signature]
Alicia Romero
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

[Signature]
ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

AEGIS-ITS, INC,

[Signature]
Name: Patrick Showalter
Title: Operations Manager

[Signature]
Name: Brian Alterley
Title: Regional Manager

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 LOS ANGELES

On 07/27/17, 2017 before me, Sondra Wennie, personally appeared Patrick Starnes, 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: Sondra Wennie

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 Orange

On 08-10-17 before me, Sondra Weno, Notary Public,

Date
Here Insert Name and Title of the Officer

personally appeared Brian Averley

Name(s) of Signer(s)

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 Sondra Weno

Signature of Notary Public

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: Sondra Weno

☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____________________________

Signer Is Representing: _____________________________

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