

ATTACHMENT B to Item 10.



2017

FIRST AMENDMENT TO CONTRACT SERVICES AGREEMENT

(Engagement: Traffic Signal Services for the City)

(Parties: City of Huntington Park – St. Francis Electric, LLC.)

THIS FIRST AMENDMENT (the "First Amendment") to Traffic Signal Services Agreement is made and entered into this **16th day of May, 2017** by and between the City of Huntington Park, a municipal corporation (hereinafter, "CITY") and St. Francis Electric, LLC., a Corporation (hereinafter, "CONTRACTOR") and expiring on July 31, 2017. For the purposes of this agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties."

RECITALS

This First Amendment is made and entered into with respect to the following facts:

WHEREAS, on or about July 19, 2016, the Parties executed and entered into that certain agreement titled, Contract Services Agreement (Traffic Signal Services) (hereinafter, the "Master Agreement") which is attached hereto as Exhibit "A"; and

WHEREAS, the Master Agreement provides that the initial term would be for one (1) year, with the option of two (2) one (1) year extensions. The option to extend may be exercised in the CITY's sole discretion by providing written notice of its intent to extend the Master Agreement; and

WHEREAS, the total compensation for any and all work performed pursuant to the Master Agreement, including routine preventative maintenance and unscheduled maintenance, was capped at \$55,296; and

WHEREAS, the Parties desire to increase the total compensation by \$29,704, increasing the total compensation from \$55,296 to \$85,000, designating \$55,296 for the performance of routine preventative maintenance and \$29,704 for unscheduled maintenance; and

WHEREAS, the Parties desire to amend the Master Agreement by modifying the term of the Master Agreement; and

WHEREAS, Section 6.16 of the Master Agreement provides for written amendments and modifications if approved by both Parties.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Term. Section A.2 of the Master Agreement is hereby amended to be replaced with the following: "The term of this Agreement shall commence on August 1, 2017 and expire on July 31, 2018 with an option for the city council to exercise a one (1) year extension prior to the termination of this Master Agreement. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate the Master Agreement at any time for convenience or for cause."

2. Compensation. Section A.3(B) of the Master Agreement is hereby amended to be replaced with the following: "Section A.3(A) notwithstanding, CONTRACTOR's total compensation during the Term of this Agreement or any extension shall not exceed the budgeted aggregate sum of \$85,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. The sum of \$55,296 shall be designated for completion of routine preventative maintenance, and \$29,704 shall be designated for the completion of unscheduled maintenance. In the event CONTRACTOR's chargers are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement."

3. Except as otherwise set forth in this First Amendment, the terms of the Master Agreement shall control. This First Amendment together with the Master Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

4. In the event of any conflict or inconsistency between this First Amendment and the Master Agreement, the provisions of this First Amendment shall control, but only to the extent necessary to resolve the conflict or inconsistency.

5. This First Amendment may be executed in counterparts, which together shall comprise a single instrument.

IN WITNESS THEREOF, the Parties hereto have caused this First Amendment to the Master Agreement to be executed on the day and year first appearing above.

CITY OF HUNTINGTON PARK:

By:

Edgar P. Cisneros
City Manger

Date:

APPROVED AS TO FORM:

By:

Noel Tapia
Assistant City Attorney

Date:

ST. FRANCIS ELECTRIC, LLC:

By:

Name: Guy Smith

Its Vice President

Date:

DRAFT