

**AMENDMENT NO. 2 TO THE MAINTENANCE AGREEMENT
BETWEEN THE CITY OF PALM DESERT AND ST. FRANCIS ELECTRIC, LLC.**

1. Parties and Date.

This Amendment No. 2 to the Traffic Signal Preventative Maintenance and Emergency On-Call Services is made and entered into as of this **15th** day of **August 2023**, by and between the City of Palm Desert ("City") and **St. Francis Electric, LLC., a Limited Liability Company**, with its principal place of business at **975 Carden Street, San Leandro, California 94577** ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. Recitals.

2.1 Agreement. The City and **St. Francis Electric, LLC.**, have entered into an agreement entitled Maintenance Services Agreement dated August 27, 2020 ("Agreement" or "Contract") for the purpose of retaining the services of **St. Francis Electric, LLC.**, to provide traffic signal maintenance services.

2.2 Amendment. The City and **St. Francis Electric, LLC.**, desire to amend the Agreement to extend the term. The Parties have heretofore entered into that Amendment No. 1 dated September 1, 2022.

2.3 Amendment Authority. This Amendment No. 2 is authorized pursuant to Section **3.5.9** of the Agreement.

3. Terms.

3.1 Section 3. Section 3.1.2 and 3.3.1 of the Agreement is hereby amended in its entirety to read as follows:

3.1.2 Term. The term of this Agreement shall be from **August 27, 2020, to June 30, 2024**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **one (1) additional one-year term**. Contractor shall complete the Services within, the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed One Hundred Thousand Dollars (\$100,000.00) per year without written approval of the City Council or City Manager, as applicable. The hourly rate fees submitted by the Proposer shall remain unchanged for the first two (2) years of the agreement, with the City and Contractor mutually agreeing upon any escalation in hourly rates if the City options to extend the contract thereafter.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 2. From and after the date of this Amendment No. 2, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 2.

3.3 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.

3.4 Severability. If any portion of this Amendment No. 2 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5 Counterparts. This Amendment No. 2 may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

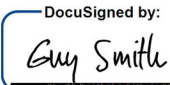
**SIGNATURE PAGE FOR AMENDMENT NO. 2 TO MAINTENANCE AGREEMENT
BETWEEN THE CITY OF PALM DESERT
AND ST. FRANCIS ELECTRIC, LLC.**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 2 to the **Traffic Signal Preventative Maintenance and Emergency On-Call Services** as of the day and year first above written.

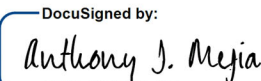
CITY OF PALM DESERT

By: 
CE3F366233F0405...
L. Todd Hileman
City Manager

**ST. FRANCIS ELECTRIC, A LIMITED
LIABILITY COMPANY**

By: 
4B1EB3DD40B2494...
Guy Smith
Vice President

Attest:

By: 
8063A189723D437...
Anthony J. Mejia
City Clerk

Approved as to form:

By: 
3820DDF2EAC84B0...
Best Best & Krieger LLP
City Attorney

QC: 

Insurance:


Initial Review


Final Approval