

AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT, C40350 BETWEEN THE CITY OF PALM DESERT AND ST. FRANCIS ELECTRIC, LLC

1. Parties and Date.

This Amendment No. **3** to the made and entered into as of this **6th** day of **June, 2024**, 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 **1420 Citrus Street, Riverside, California 92507** ("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, C40350**" dated **August 27, 2020** ("Agreement" or "Contract") for the purpose of retaining the services of **St. Francis Electric, LLC** to provide **Traffic Signal Preventative Maintenance and Emergency On-Call Services**.

2.2 Amendment. The City and **St. Francis Electric, LLC** desire to amend the Agreement to **extend term**. The Parties have heretofore entered into that Amendment No. **1** to extend term dated **September 1, 2022** and Amendment No. **2** to extend term and increase annual compensation dated **August 15, 2023**.

2.3 Amendment Authority. This Amendment No. **3** is authorized pursuant to **Section 3.5.9** of the Agreement.

3. Terms.

3.1.1 Term. Section **3.1.2** of the Agreement is hereby amended in its entirety to read as follows:

Term. The term of this Agreement shall be from **July 1, 2024**, to **June 30, 2025**, unless earlier terminated as provided herein.

3.1.2 Compensation. Section **3.3.1** of the Agreement is hereby amended in its entirety to read as follows:

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 fiscal year** without written approval of the City Council or City Manager, as applicable.

3.2 Continuing Effect of Agreement. Except as amended by this Amendment No. **3**, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. **3**. From and after the date of this Amendment No. **3**, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. **3**.

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. **3**.

Contract No. C40353

3.4 Severability. If any portion of this Amendment No. 3 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. 3 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.

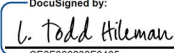
[SIGNATURES ON FOLLOWING PAGE]

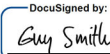
SIGNATURE PAGE FOR AMENDMENT NO. 3 TO MAINTENANCE SERVICES AGREEMENT, C40350 BETWEEN THE CITY OF PALM DESERT AND ST. FRANCIS ELECTRIC, LLC

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. 3 to the **Maintenance Services Agreement, C40350** as of the day and year first above written.

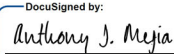
CITY OF PALM DESERT

ST. FRANCIS ELECTRIC, LLC, A LIMITED LIABILITY COMPANY

By: 
L. Todd Hileman
City Manager

By: 
Guy Smith
Vice President

Attest:

By: 
Anthony J. Mejia
City Clerk

Approved as to form:

By: 
Isra Shah
Best Best & Krieger LLP
City Attorney

QC: 

Insurance:


Initial Review


Final Approval