

**AMENDMENT NO. #4 TO THE TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND
EMERGENCY ON-CALL SERVICES BETWEEN THE CITY OF PALM DESERT AND ST.
FRANCIS ELECTRIC, LLC**

1. Parties and Date.

This Amendment No. 4 to the **TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES, CONTRACT NO. C40350** is made and entered into as of this **13th** day of **February, 2025**, by and between the City of Palm Desert ("City") and **ST. FRANCIS ELECTRIC, 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 **TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES, CONTRACT NO. C40350** dated **August 27, 2020** ("Agreement" or "Contract") for the purpose of retaining the services of **ST. FRANCIS ELECTRIC, LLC**, to provide **MAINTENANCE AND EMERGENCY SERVICES**.

2.2 Amendment. The City and **ST. FRANCIS ELECTRIC, LLC**, desire to amend the Agreement to **ADDITIONAL COMPENSATION**. The Parties have heretofore entered into that Amendment No. 3 dated June 6, 2024.

2.3 Amendment Authority. This Amendment No. 4 is authorized pursuant to **Section 3.5.9** of the Agreement.

3. Terms.

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. The total compensation shall not exceed **Two Hundred Thousand Dollars (\$200,000) 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. 4, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the parties under this Amendment No. 4. From and after the date of this Amendment No. 4, whenever the term "Agreement" or "Contract" appears in the Agreement, it shall mean the Agreement as amended by this Amendment No. 4.

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. 4.

3.4 Severability. If any portion of this Amendment No. [Click or tap here to enter text.](#)4 is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Contract No. _____

3.5 Counterparts. This Amendment No. **4** 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. #4 TO TRAFFIC SIGNAL PREVENTIVE
MAINTENANCE AND EMERGENCY ON-CALL SERVICES BETWEEN THE CITY OF PALM
DESERT AND ST. FRANCIS ELECTRIC, LLC**

IN WITNESS WHEREOF, the Parties have entered into this Amendment No. **#4** to the
TRAFFIC SIGNAL PREVENTIVE MAINTENANCE AND EMERGENCY ON-CALL SERVICES
as of the day and year first above written.

CITY OF PALM DESERT

**ST. FRANCIS ELECTRIC, 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

City Clerk QC: _____

Contract QC: _____

Insurance: _____

Initial Review

Final Approval