

FIRST AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("**First Amendment**") to Professional Services Agreement by and between the City of Commerce, a Municipal Corporation ("**City**"), and Urban Graffiti, Inc., a California corporation ("**Contractor**") dated April 21, 2015 (the "**Agreement**") is made and executed, by and between City and Contractor, to be effective as of the 22nd day of April 2018 ("**First Amendment Effective Date**").

City and Contractor are, from time to time, referred to herein collectively as the "**Parties**". Capitalized terms used, but not defined herein shall have the meaning ascribed to such term in the Agreement.

RECITALS

WHEREAS, the Parties entered into the Agreement; and

WHEREAS, Urban Graffiti, Inc. has requested an extension of the Agreement term; and

WHEREAS, the Parties wish to amend the Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of the Parties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AMENDMENT

- I. Amendment to Section 1 – Scope of Services and Schedule of Performance. "Contractor shall continue to provide the City with professional services as are set forth in Exhibit A, Bus Stop Maintenance Services, which is attached hereto and incorporated herein by reference."
- II. Amendment to Section 2 – Term of Agreement. Section 2 is hereby amended by deleting the Section in its entirety and replacing it with the following language:


"The initial term of this Agreement shall commence on the Effective Date and end on the two (2) year anniversary date. The City shall have the option to extend the Agreement for two (2) one (1) year terms, each an "extension term". If the City desires to exercise the option, the City shall advise Contractor at least thirty (30) days prior to the expiration of the then-current term. The initial term and any extension term are referred to herein as the "Term"."
- III. Terms and Conditions of the Agreement. Other than as expressly set forth in this First Amendment, all of the terms and conditions of the Agreement shall remain in full force and effect. To the extent there is a conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall control to the extent of such conflict.
- IV. Governing Law. This First Amendment shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of California.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be signed as of the First Amendment Effective Date.

URBAN GRAFFITI, INC

CITY OF COMMERCE

By: 
Name: Juan Reinoso
President

By: _____
Oralia Y. Rebollo
Mayor

ATTEST:

By: _____
Lena Shumway
City Clerk

AS TO FORM APPROVED

By: _____
Noel Tapia
City Attorney