## **CITY OF SIGNAL HILL**

# SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS

#### 1. PARTIES AND DATE.

This Second Amendment to Contract Services Agreement for Parking Citation Processing Services ("Second Amendment") is entered into on the 25<sup>th</sup> day of March, 2025, by and between the City of Signal Hill, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 2175 Cherry Avenue Signal Hill, CA 90755 ("City") and PHOENIX GROUP INFORMATION SYSTEMS, a California Corporation, with its principal place of business at 2677 N. Main St., Suite 440 Santa Ana, CA 92705 ("Contractor"). City and Contractor are sometimes individually referred to herein as "Party" and collectively as "Parties."

#### 2. RECITALS.

- 2.1 <u>Agreement</u>. The Parties entered into that certain Contract Services Agreement on April 7<sup>th</sup>, 2015, for the provision of certain parking fee and citations services with a term of 5 years and a total Contract Sum not to exceed \$58,000 over the term of the Agreement ("Agreement").
- 2.2 <u>First Amendment</u>. The Parties entered into the First Amendment to Contract Services Agreement dated April 28<sup>th</sup> 2020 in order to extend the term of the Agreement to expire on April 28<sup>th</sup> 2025, and increase the total Contract Sum not to exceed \$124,000 over the term of the Agreement ("First Amendment").
- 2.3 <u>Second Amendment</u>. The Parties now desire to amend the Agreement in order to extend the term of the Agreement to expire on June 30th, 2025, and increase the compensation by \$65,000, for a total Contract Sum not-to-exceed \$189,000 over the term of the Agreement ("Second Amendment").

## 3. TERMS.

3.1 <u>Contract Sum</u>. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

"Subject to any limitations set forth in this agreement, City agrees to pay Contractors the amounts specified in the "Compensation" schedule attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses shall not exceed **One Hundred Eighty Nine Thousand Dollars (\$189,000)** (the "Contract Sum") unless additional compensation is approved pursuant to Section 1.10."

- 3.2 <u>Term.</u> Section 3.5 of the Agreement is hereby amended in its entirety to read as follows:
  - "Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30<sup>th</sup> 2025."
- 3.3 <u>Remaining Provisions of Agreement</u>. Except as otherwise specifically set forth in this Second Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

\*\*Signatures on following page\*\*

# SIGNATURE PAGE TO CONTRACT SERVICES AGREEMENT WITH PHOENIX GROUP INFORMATION SYSTEMS

CITY OF SIGNAL HILL	PHOENIX GROUP INFORMATION SYSTEMS
By:	By:
By: Carlo Tomaino, City Manager	Robert Murphy, President Phoenix Group Information Systems
ATTEST:	
By:	By:
Daritza Gonzales, City Clerk	Robert Murphy, Secretary Phoenix Group Information Systems
APPROVED AS TO FORM:	
Ву:	
Best Best & Krieger LLP City Attorney	