

**FIRST AMENDMENT TO
APPENDIX #4
City of Lake Elsinore**

This First Amendment to the Appendix #4 to the Amended and Restated Western Riverside Council of Governments Professional Service Agreement (“First Appendix Amendment”) is made as of ___ day of September, 2019 by and between the **Western Riverside Council of Governments, a California public agency (“WRCOG”), Siemens Mobility, Inc., a Delaware corporation (“SMI”), Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation (“Siemens Industry”)** and the City of Lake Elsinore (“Member Agency”). The WRCOG, SMI, and Member Agency are sometimes individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, the WRCOG and Siemens Industry Inc., Intelligent Traffic Systems, a Delaware corporation (“Siemens Industry”) entered into a Professional Services Agreement (“Original Agreement”) on December 18, 2017.

WHEREAS, the WRCOG and Siemens Industry amended and restated the Original Agreement on March 27, 2018, to include additional language (“Agreement”).

WHEREAS, the WRCOG, Siemens Industry and Member Agency executed Appendix #4 to the Agreement (“Original Appendix”) on November 1, 2018.

WHEREAS, the WRCOG and SMI now wish to amend the Appendix to include a CPI increase and the transfer and assignment of the Appendix.

TERMS

NOW, THEREFORE the parties enter into this First Amendment to the Appendix:

1. Transfer and Assignment of Appendix. The Appendix previously held by Siemens Industry is transferred and assigned to SMI. SMI hereby expressly and unconditionally assumes all the rights, duties and obligations of Siemens Industry under the Appendix. SMI hereby agrees to observe and fully perform all of Siemens Industry’s obligations under the Appendix, and to be subject to all the terms and conditions thereof.

2. CPI Increase. Section 4 is hereby added to the Appendix to read as follows:

4. CPI Increase. In recognition of the general increase in the cost of doing business, the parties agree to an increase in the compensation rates as of July 1st of each calendar year (commencing July 1, 2019), in an amount equal to the increase in the U.S. Department of Labor Consumer Price Index “CPI” for the previous calendar year (January 1 through December 31) for all urban consumers in the Riverside County, California area; provided that the CPI adjustment shall be rounded up to the nearest

full dollar, and further provided that the CPI adjustment shall not exceed five percent (5%) for any year. Notwithstanding any provision herein to the contrary, SMI may request, on or before March 31st of each year, an increase in the rates over and above the CPI adjustment upon a showing of good cause for such increase; provided that the approval or disapproval of any such request shall be made by the WRCOG in its sole and absolute discretion.

3. Amendment of Exhibits. The Parties hereto agree to replace Exhibit “A” (Scope of Services), Exhibit “B” (Schedule of Services), and Exhibit “C” (Compensation) attached to the Original Appendix with the attached Exhibits.

4. Modification: No alteration or variation of the terms of this First Amendment to the Appendix shall be valid unless made in writing and signed by the parties hereto.

5. Continuation of Existing Provisions. Except as amended by this First Amendment, all provisions of the Appendix shall remain in full force and effect and shall govern the actions of the parties under this First Amendment.

Signature page follows

Dated this _____ of _____, 2019.

WRCOG

By: _____
Rick Bishop, Executive Director

APPROVED AS TO FORM:

By: _____
Name: _____
General Counsel

Siemens Industry

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

SMI

By: _____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

Member Agency

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney