

# ATTACHMENT 2

**CITY OF LAKE FOREST**  
**FIRST AMENDMENT TO**  
**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement for Traffic Signal Management Services ("First Amendment") is entered into on the 23 day of December, 2023, by and between the City of Lake Forest, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 100 Civic Center Drive, Lake Forest, CA 92630 ("City") and Iteris, Inc., a Delaware Corporation, with its principal place of business at 1700 Carnegie Avenue, Suite 100, Santa Ana, CA 92705 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Traffic Signal Management Consulting Services dated July 1, 2021 ("Agreement").

2.2 First Amendment. The Parties now desire to amend the Agreement in order to extend the term of the Agreement and increase the total amount of compensation under the Agreement.

**3. TERMS.**

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

The term of the Agreement shall be from July 1, 2021 to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew the Agreement automatically for no more than one (1) additional one-year term. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

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

Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed SIX HUNDRED FIFTY-TWO THOUSAND DOLLARS (\$652,000) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

**CITY OF LAKE FOREST**

DocuSigned by:  
By: Doug Cirbo  
FC681F555F81474...  
Doug Cirbo  
Mayor

**ITERIS, INC.**

DocuSigned by:  
By: Steven Bradley  
21F29C8D1FF44D1...  
Steven Bradley  
Vice President

[If Corporation, TWO SIGNATURES,  
President **OR** Vice President **AND** Secretary  
OR Treasurer REQUIRED]

**ATTEST:**

DocuSigned by:  
By: Lisa Berglund  
0010E1759D6B406...  
Lisa Berglund  
City Clerk

DocuSigned by:  
By: Kerry Shiba  
056F0F7D37EB4FE...  
Kerry Shiba  
Chief Financial Officer

**APPROVED AS TO FORM:**

DocuSigned by:  
By: Matthew Richardson  
AE0F8B7C7BDD40D...  
Best Best & Krieger LLP  
City Attorney

**ATTACHMENT “1” TO FIRST AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES**

Consultant shall be paid for services rendered in accordance with Section 3.3 of the Agreement, and as described above under Scope of Work, the not-to-exceed fee of six hundred fifty-two thousand dollars (\$652,000). Consultant will be paid on a time-and-materials basis at the hourly rates and fees set forth below.

<b>Hourly Rates</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Traffic Signal Project Manager</b>	\$208.98	\$217.34	\$226.03	\$235.07
<b>Traffic Signal Plan Checker</b>	\$213.28	\$221.81	\$230.68	\$239.91
<b>Traffic Signal Technician</b>	\$154.80	\$160.99	\$167.43	\$174.13
<b>NOC Technician</b>	\$64.50	\$67.08	\$69.76	\$72.55
<b>Traffic Signal Specialist</b>	\$129.86	\$135.05	\$140.46	\$146.08
<b>Information Technology Specialist</b>	\$168.56	\$175.30	\$182.31	\$189.60
<b>Subconsultant</b>	\$65.00	\$67.00	\$69.00	\$71.76

<b>Fees</b>	<b>FY 21-22</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
<b>Other Direct Costs</b>	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
<b>Biennial Average Daily Traffic (ADT) Counts</b>	\$16,200.00	-	\$16,200.00	-
<b>Biennial Level of Service (LOS) Analysis</b>	\$26,077.50	-	\$26,647.50	-