

**FIRST AMENDMENT TO AGREEMENT FOR STREET  
MAINTENANCE SERVICES BETWEEN MCE  
CORPORATION AND CITY OF JURUPA VALLEY**

**This First Amendment** is made and effective as of July 1, 2019 between the City of Jurupa Valley, a municipal corporation ("City") and MCE Corporation, a California S Corporation ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:


1. This First Amendment is made with the respect to the following facts and purposes:
  - A. On May 5, 2016, the City and Contractor entered into that certain Agreement entitled "AGREEMENT FOR STREET MAINTENANCE SERVICES" ("Agreement").
  - B. The parties now desire to extend the term of the Agreement.
2. Paragraph 1. of the Agreement is hereby amended to read as follows:

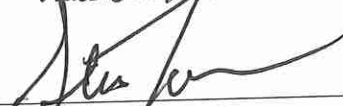
"1. **TERM.** This Agreement shall commence on July 1, 2016, and shall remain and continue in effect until June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement."
3. Paragraph 4. of the Agreement is hereby amended to read as follows:

"4. **ANNUAL ADJUSTMENT.** During the term of this Agreement, Contractor is entitled to an annual upward rate adjustment based on changes in the Consumer Price Index ("CPI"). All Annual Adjustments will be made effective July 1<sup>st</sup> of each year during the term of the Agreement. The measurement methodology for the CPI percent change will be the percentage difference between the annual CPI for All Urban Consumers, for the Riverside-San Bernardino-Ontario metropolitan area, All Items, Base Period December 2017 = 100, as published by the United States Department of Labor, Bureau of Labor Statistics, for the January to December period immediately preceding the effective date of the adjustment."
4. The persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.
5. Except for the changes specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

**CONTRACTOR**  
**MCE CORPORATION, a California S Corporation**

By:   
Name: JEFFREY LONE  
Title: PRESIDENT & CEO

By:   
Name: Steve Loweree  
Title: SR. VICE PRESIDENT

**[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY  
RESOLUTION REQUIRED]**

**CITY**  
**CITY OF JURUPA VALLEY,**  
A California Municipal Corporation

  
Brian Berkson, Mayor

ATTEST:

  
VICTORIA WASKO  
City Clerk

APPROVED AS TO FORM:

  
PETER M. THORSON  
City Attorney