

AMENDMENT TO AGREEMENT

PREAMBLE

This Fourth Amendment to Agreement of Services is dated for identification this 5th day of August 2025, and amends that certain Third Amendment to Agreement of Services dated January 21, 2025, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

I. RECITALS

- A. Town and Consultant entered into Agreement of Services Agreement on September 21, 2023, ("Agreement"), a First Amendment to Agreement for Services on November 28, 2023, a Second Amendment to Agreement for Services on August 20, 2024, a Third Amendment to Agreement for Services on January 21, 2025.
- B. Town desires to amend the Agreement to increase the scope of services, extend the term and time of performance, and add to the compensation of the agreement.

II. AMENDMENT

- A. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated April 10, 2025 for the Tait Halloween Closure, the Johnson Halloween Closure, and the Holiday Parade Closure, which is hereby incorporated by reference and attached as Exhibit A.

- B. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from August 29, 2025 to August 31, 2026.

- C. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$37,825.132 plus 10% of the 2025 Holiday Road Closure costs (\$3,782.51) to cover any unforeseen traffic control issues that might occur during the events, increasing the contract amount by \$41,607.64, for a total agreement amount not to exceed **\$135,400.64**. Payment shall be based upon Town approval of each task based on Exhibit A.

- D. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos by:

Signed by:

9/4/2025
Chris Constantin, Town Manager

Traffic Management, Inc. by:

Signed by:

8/26/2025
Darla Lersch, Manager, Contracts
(Erika Pinedo, Sr. Contract Administrator Lead signing on behalf of Darla Lersch)

Recommended by:

Signed by:

8/26/2025
Nicolle Burnham,
Director of Parks and Public Works
(Tyler Thomas signing on behalf of Nicolle Burnham)

Approved as to Form:

Signed by:

9/3/2025
Gabrielle Whelan, Town Attorney

Attest:

Signed by:

9/4/2025
Wendy Wood, CMC, Town Clerk

AMENDMENT TO AGREEMENT

PREAMBLE

This Third Amendment to Agreement of Services is dated for identification this 21st day of January 2025, and amends that certain Second Amendment to Agreement of Services dated August 20, 2024, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, LLC ("Service Provider") identified as a Partnership and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

I. RECITALS

- A. Town and Consultant entered into Agreement of Services Agreement on September 21, 2023, ("Agreement"), a First Amendment to Agreement for Services on November 28, 2023, a Second Amendment to Agreement for Services on August 20, 2024, copies of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to extend the term and time of performance.

II. AMENDMENT

- A. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from September 21, 2023 to August 29, 2025.
- B. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos by:

Signed by:

3EF03F232F4B428...
Chris Constantin, Town Manager

1/29/2025

Traffic Management, LLC by:

Signed by:

CAEA5158D28E472...
Darla Lersch, Manager, Contracts

1/24/2025

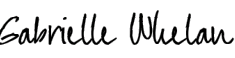
Recommended by:

Signed by:

8E97831349644C3...
Nicolle Burnham,
Director of Parks and Public Works

1/27/2025

Approved as to Form:

Signed by:

EFD6738A5634428...
Gabrielle Whelan, Town Attorney

1/28/2025

Attest:

Signed by:

26A726C4AE6A4D9...
Wendy Wood, CMC, Town Clerk

1/29/2025

SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT is dated for identification this 20th day of August 2024 and amends that certain FIRST AMENDMENT TO AGREEMENT FOR SERVICES dated November 28, 2023, made by and between the Town of Los Gatos, ("Town,") and the Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

RECITALS

- A. Town and Consultant entered into an Agreement for Services on September 21, 2023, ("Agreement"), a First Amendment to Agreement for Services on November 28, 2023, copies of which are attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the scope of services, extend the term and time of performance, and add to the compensation of the agreement.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated July 12, 2024 (Halloween Road Traffic Control/Event Road Closures for Johnson Avenue and Tait Avenue), and August 14, 2024 (Traffic Control/Event Road Closures for the Children's Holiday Parade), which is hereby incorporated by reference and attached as Exhibit B.

2. Section 2.2 Term and Time of Performance is amended to read:

This contract will remain in effect from September 21, 2023, and extend to January 31, 2025.

3. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$43,793 for a total agreement amount not to exceed **\$93,793**. Payment shall be based upon Town approval of each task based on Exhibit B.

4. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Amendment.

Town of Los Gatos:

Signed by:

Laurel Prevetti

8/26/2024

853FEEA2EB39470...

Laurel Prevetti, Town Manager

Approved as to Consent:

DocuSigned by:

Darla Lersch

8/23/2024

CAEA5158D26E472...

Darla Lersch, Manager, Contracts

Department Approval:

Signed by:

Nicolle Burnham

8/26/2024

0E97831349644C3...

Nicolle Burnham

Director of Parks and Public Works

Approved as to Form:

Signed by:

Gabrielle Whelan

8/26/2024

EFD0738A3534428...

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

8/26/2024

BF0EBCBE2C214F8...

Wendy Wood, CMC, Town Clerk

FIRST AMENDMENT TO AGREEMENT

This FIRST AMENDMENT TO AGREEMENT FOR SERVICES is dated for identification this 28th day of November 2023 and amends that certain Agreement for Services dated September 21, 2023, made by and between the Town of Los Gatos, ("Town,") and Traffic Management, Inc. ("Service Provider") identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815.

RECITALS

- A. Town and Service Provider entered into an Agreement for Services on September 21, 2023 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Exhibit A to this Amendment.
- B. Town desires to amend the Agreement to increase the scope of work and add to the compensation of the agreement.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read as follows:

Service Provider shall provide services as described in that certain Proposal dated November 17, 2023, which is hereby incorporated by reference and attached as Exhibit B.

2. Section 2.6 Compensation is amended to read:

Compensation for Service Provider's professional services shall be increased by \$31,392.06 plus \$1,712.060 for unanticipated services for a total agreement amount not exceed **\$50,000**. Payment shall be based upon Town approval of each task based on Exhibit B.

3. All other terms and conditions of the Agreement remain in full force and effect.

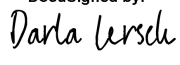
IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos:

DocuSigned by:

853FEEA2EB39470...
Laurel Prevetti, Town Manager

Approved as to Consent:

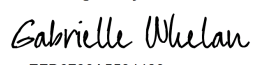
DocuSigned by:

B9F708AB127043E...
Darla Lersch, Manager, Contracts

Department Approval:

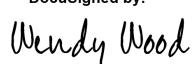
DocuSigned by:

0E97831349644C3...
Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

EFD6738A5534428...
Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

BF6EBCBE2C214F8...
Wendy Wood, CMC, Town Clerk

AGREEMENT FOR SERVICES

THIS AGREEMENT is dated for identification this 21st of September 2023 and is made by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") and Traffic Management, Inc. ("Service Provider"), identified as an S Corporation and whose address is 4900 Airport Plaza Drive, Suite 300 Long Beach, CA 90815. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 Town sought quotations for the services described in this Agreement, and Service Provider was found to be the most prepared and provided the customer service needed for the parade closures.
- 1.2 Service Provider represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Town desires to engage Service Provider to provide traffic management services for parade closures.
- 1.4 Service Provider warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Service Provider acknowledges Town has relied upon these warranties to retain Service Provider.

II. AGREEMENT

- 2.1 Scope of Services. Service Provider shall provide services as described in that certain Proposal sent to the Town on August 7, 2023, which is hereby incorporated by reference and attached as Exhibit A. Rates are valid through 12/31/2023 and are subject to a 5% increase on January 2024 and every year thereafter.
- 2.2 Term and Time of Performance. The effective date of this Agreement shall begin upon execution through September 30, 2024, subject to appropriation of funds, notwithstanding any other provision in this agreement. The term of this Agreement may be extended for up to three years upon mutual written consent of the parties.
- 2.3 Compliance with Laws. The Service Provider shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Service Provider represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Service Provider to practice its profession. Service Provider shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.

- 2.4 Sole Responsibility. Service Provider shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Service Provider by the Town and all reports and supportive data prepared by the Service Provider under this Agreement are the Town's property and shall be delivered to the Town upon the completion of services or at the Town's written request. All reports, information, data, and exhibits prepared or assembled by Service Provider in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Service Provider shall not make any of these documents or information available to any individual or organization not employed by the Service Provider or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Service Provider pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Service Provider in connection with other projects shall be solely at Town's risk, unless Service Provider expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Service Provider which is and has been confirmed in writing by Service Provider to be a trade secret of Service Provider.
- 2.6 Compensation: Compensation for services in the amount of \$15,359.40 plus ten percent for unanticipated services for a **total agreement amount not to exceed \$16,895.34**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Service Provider shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Service Provider shall make these records available to authorized personnel of the Town at the Service Provider offices during business hours upon written request of the Town.

- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Service Provider. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Service Provider, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Service Provider may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Service Provider agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Service Provider shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Service Provider or is based on allegations of Service Provider's negligent performance or wrongdoing.
- 2.11 Conflict of Interest. Service Provider understands that its professional responsibilities are solely to the Town. The Service Provider has and shall not obtain any holding or interest within the Town of Los Gatos. Service Provider has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Service Provider warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Service Provider shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person Service Provider discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement Service Provider shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 Equal Employment Opportunity. Service Provider warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Service Provider nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

3.1 Minimum Scope of Insurance:

- i. Service Provider agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: two million dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- ii. Service Provider agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- iii. Service Provider shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Service Provider agrees that all certificates and endorsements are to be received and approved by the Town before work commences.

General Liability:

- i. The Town, its elected and appointed officials, employees, and agents are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of Service Provider, premises owned or used by the Service Provider.
- ii. The Service Provider's insurance coverage shall be primary insurance as respects the Town, its elected and appointed officials, employees, and agents. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
- iv. The Service Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- 3.2 All Coverages. Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has

been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.

- 3.3 Workers' Compensation. In addition to these policies, Service Provider shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.
- 3.4 Indemnification. The Service Provider shall save, keep, hold harmless and indemnify and defend the Town its elected and appointed officials, agents, employees, and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Service Provider, or any of the Service Provider's officers, employees, or agents or any subcontractor.

IV. GENERAL TERMS

- 4.1 Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 Governing Law. This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 Termination of Agreement. The Town and the Service Provider shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Service Provider shall deliver to the Town all plans, files, documents, reports, performed to date by the Service Provider. In the event of such termination, Town shall pay Service Provider an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 Amendment. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Service Provider.

4.5 Disputes. In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.

4.6 Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Traffic Management, Inc.
4900 Airport Plaza Drive, Suite 300
Long Beach, CA 90815

or personally delivered to Service Provider to such address or such other address as Service Provider designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Service Provider. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Service Provider have executed this Agreement.

Town of Los Gatos

Traffic Management, Inc.

DocuSigned by:

Laurel Prevetti

Laurel Prevetti, Town Manager

DocuSigned by:

Darla Lersch

Darla Lersch, Manager, Contracts

Recommended by:

DocuSigned by:

Nicolle Burnham

Nicolle Burnham
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:

Gabrielle Whelan

Gabrielle Whelan, Town Attorney

Attest:

DocuSigned by:

Wendy Wood

Wendy Wood, CMC, Town Clerk