

1 FOURTH AMENDMENT TO LIGHTING CONTRACT NO. 24289

2 **24289**

3 THIS FOURTH AMENDMENT is made and entered, in duplicate,
4 as of November 1, 1997 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach
6 at its meeting held on November 21, 1995 by and between WS LIGHT &
7 POWER, INC., a California corporation ("WS"), assignee of CITY LIGHT
8 & POWER, INC., a Colorado corporation ("CLP"), and the CITY OF LONG
9 BEACH, a municipal corporation ("City").

10 WHEREAS, the parties entered Contract No. 24289 whereby
11 CLP agreed to convert the City's Street Light System; and

12 WHEREAS, said Contract included a provision whereby the
13 City could choose to place electrical service underground and CLP
14 agreed to do so; and

15 WHEREAS, said Contract also included (by reference to
16 Assessment Contract No. 24288) a provision whereby the City could
17 choose to include Other Lights in the conversion; and

18 WHEREAS, City desires to place a portion of electrical
19 service underground, to convert lighting in certain City parks and
20 to add lighting in other parks, and to clarify procedures relating
21 to payment; and

22 WHEREAS, CLP assigned its interest in Lighting Contract
23 No. 24289 to WS, with the approval of the City and all further
24 obligations for performance under Lighting Contract No. 24289 and
25 all references in Lighting Contract No. 24289 to CLP shall hereafter
26 refer to WS;

27 NOW, THEREFORE, in consideration of the mutual terms and
28 conditions contained in Lighting Contract No. 24289 and herein, the

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1 parties agree as follows:

2 1. In accordance with Section 1.8(a) of Lighting Contract
3 No. 24289 which allows the City to authorize WS to place electrical
4 service underground, Section 17 is hereby added to Lighting Contract
5 No. 24289 to read as follows:

6 "17. **GOLDEN AVENUE UNDERGROUND.**

7 "17.1 Underground Work. WS shall convert the overhead
8 electrical service for street lights to underground electrical
9 service for that portion of Golden Avenue between Broadway and Sixth
10 Street (the "Golden Avenue underground work") in accordance with the
11 standards and terms and conditions in this Contract.

12 "WS shall do the Golden Avenue underground work in
13 cooperation with Southern California Edison Company.

14 "17.2 Compensation. For the services relating to the
15 Golden Avenue underground work, City shall pay to WS a lump sum of
16 Fourteen Thousand One Hundred Fifty-nine Dollars (\$14,159.00)
17 following completion of the Golden Avenue underground work by WS.
18 City shall pay WS in due course of payments following submission by
19 WS of an invoice identifying the Golden Avenue underground work."

20 2. In accordance with Section 1.0(b) of Lighting Contract
21 No. 24289 and, by reference, Assessment Contract No. 24288, which
22 allows the City to include park lighting in Other Lights, Section
23 18 is hereby added to Lighting Contract No. 24289 to read as
24 follows:

25 "18. **PARK LIGHTING-GENERAL.**

26 "18.1 Park Lighting. WS shall convert the City's park
27 lighting, consisting of one thousand three hundred sixty-seven
28 (1,367) lights in thirty-three (33) parks in the same manner, within

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1 the same time period, and as described for the Street Light System
2 in this Contract. WS shall also install eighty (80) additional
3 lights at nine (9) parks. The work described in this Section 18.1
4 shall be referred to as "general park lighting."

5 18.2 Compensation. For the services relating to general
6 park lighting (conversion and new installations), the City shall pay
7 to WS an increase in the Basic Fee (including the Assignable Portion
8 of the Basic Fee) by One Hundred Twenty-five Thousand Dollars
9 (\$125,000.00) annually, beginning on December 1, 1997, for the
10 remaining term of the Contract. This change in the Basic Fee is
11 shown on Exhibit 'D-1'.

12 "18.3 Conditions. Any and all terms and conditions
13 relating to the Street Light System contained in Lighting Contract
14 No. 24289, including all exhibits, shall apply to the general park
15 lighting."

16 3. Section 16 of Lighting Contract No. 24289 is hereby
17 amended by the addition of the following subsections:

18 "16.4 Additional Lights. WS shall add eight (8) lights
19 on four (4) light poles that CLP has previously relocated in
20 Recreation Park at the Billie Jean King Tennis Center.

21 "16.5 Additional Compensation. For the services relating
22 to Section 16.4, City shall pay to WS a lump sum of Five Thousand
23 Eight Hundred Sixty-eight Dollars (\$5,868.00) following completion
24 of the work by WS. City shall pay WS in due course of payments
25 following submission by WS of an invoice identifying the additional
26 work."

27 4. Exhibit "D" to Lighting Contract No. 24289 is hereby
28 replaced with Exhibit "D-1", attached hereto and incorporated herein

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1 by this reference, and all references to Exhibit "D" in said
2 Contract shall mean and refer to Exhibit "D-1" after the date of
3 this Fourth Amendment.

4 5. Except as expressly amended herein, in the First
5 Amendment, the Second Amendment, and the Third Amendment to Lighting
6 Contract No. 24289, all of the terms and conditions contained in
7 Lighting Contract No. 24289 are ratified and confirmed and shall
8 remain in full force and effect.

9 IN WITNESS WHEREOF, the parties have caused this document
10 to be duly executed with all of the formalities required by law as
11 of the date first stated above.

12 WS LIGHT & POWER, INC., a
13 California corporation, assignee of
14 CITY LIGHT & POWER, INC., a Colorado
15 corporation

15 Nov. 12, 1997

15 By 
16 President

17 Nov. 12, 1997

17 By 
18 Secretary

19 "WS"

20 CITY OF LONG BEACH, a municipal
21 corporation

22 Nov 17, 1997

22 By 
23 ASSISTANT City Manager

24 "City" EXECUTED PURSUANT
25 TO SECTION 301 OF
26 THE CITY CHARTER.

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This Fourth Amendment to Lighting Contract No. 24289 is approved as to form on 11/17, 1997.

JOHN R. CALHOUN, City Attorney

By *AT Guin* Deputy

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DFG:rmb
10-24-97; Rev. 11-10-97
LIGHTNG4.AMD

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

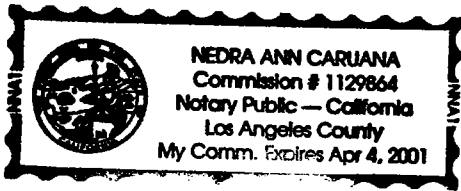
State of California

County of Los Angeles

On November 12, 1997 before me, Nedra Caruana, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William Simmas & James Mosier
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Nedra Caruana
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

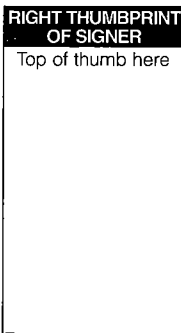
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

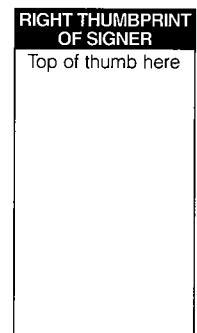
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

BASIC FEE PAYMENT SCHEDULE

Year 1:	\$1,582,000.00
Year 2:	\$2,038,325.00
Year 3:	\$2,505,580.00
Year 4:	\$2,935,580.00
Year 5:	\$3,638,580.00
Years 6-25 (*)	

* Annual CPI adjustment of Adjustable Portion of Basic Fee during Years 6-25 as follows:

Commencing October 1 of the year following expiration of the fifth full calendar year of this Contract and on each October 1 thereafter (hereinafter "Adjustment Dates"), the "Adjustable Portion" of the Basic Fee shall be increased or decreased in the same percentage as the monthly index figure of the "CPI" for the "Current Comparison Month" has increased or decreased from the monthly index figure of the CPI for the "Prior Comparison Month". For purposes of this paragraph, the following definitions shall apply: "Adjustable Portion" shall mean the Basic Fee less the Assignable Portion in effect immediately prior to the current Adjustment Date; "CPI" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics for All Urban Consumers for the Los Angeles-Anaheim-Riverside Area, All Items; "Current Comparison Month" shall mean the month of June of the same calendar year as the current Adjustment Date; and "Prior Comparison Month" shall mean the month of June for the calendar year immediately preceding the current Adjustment Date.

ASSIGNABLE PORTION OF BASIC FEE

Year 1:	\$ 332,000.00
Year 2:	\$ 738,325.00
Year 3:	\$1,170,580.00
Year 4:	\$1,535,580.00
Year 5:	\$1,905,580.00
Years 6-25:	\$2,076,580.00