

1                     **SECOND AMENDMENT TO LIGHTING CONTRACT NO. 24289**

2                                     **24289**

3                     THIS SECOND AMENDMENT is made and entered, in duplicate,  
4 as of November 15, 1996 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 CITY LIGHT  
7 & POWER, INC., a Colorado corporation ("CLP"), and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

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

11                     WHEREAS, said Contract included a provision whereby the  
12 City had an option to request that CLP also convert Other Lights,  
13 a portion of which are the City's safety lights; and

14                     WHEREAS, the City desires to proceed with the conversion  
15 of its safety lights;

16                     NOW, THEREFORE, in consideration of the mutual terms and  
17 conditions contained in Lighting Contract No. 24289 and herein, the  
18 parties agree as follows:

19                     1. Section 14 is hereby added to Lighting Contract No.  
20 24289 to read as follows:

21                             **"14. SAFETY LIGHTS**

22                             **"14.1 Safety Lights**. CLP shall convert the City's safety  
23 lights in same manner, at the same time, and as described for the  
24 Street Light System in this Contract.

25                             "Safety lights shall mean those lights which are on top  
26 of City's traffic signal poles.

27                             **"14.2 Compensation**. For the services relating to the  
28 safety lights, City shall pay to CLP a sum not to exceed Four

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1 Hundred Five Thousand Nine Hundred Four Dollars (\$405,904.00). City  
2 shall pay CLP in due course of payments following submission by CLP  
3 of invoices showing services performed with respect to the safety  
4 lights.

5 "14.3 Conditions. Any and all terms and conditions  
6 relating to the Street Light System contained in Lighting Contract  
7 No. 24289, including all exhibits, shall apply to the conversion of  
8 the safety lights."

9 2. Except as expressly amended herein, all of the terms  
10 and conditions contained in Lighting Contract No. 24289 and the  
11 First Amendment thereto are ratified and confirmed and shall remain  
12 unchanged and in full force and effect.

13 IN WITNESS WHEREOF, the parties have caused this document  
14 to be executed with all of the formalities required by law as of the  
15 date first stated above.

16 CITY LIGHT & POWER, INC., a  
17 Colorado corporation

18 112596, 1996

19 By W M F Emmerson  
20 President

21 11/25/96, 1996

22 By James Mosier  
23 Vice President

24 "CLP"

25 CITY OF LONG BEACH, a municipal  
26 corporation

27 Jan 21, 1996<sup>7</sup>

28 By [Signature]  
ASSISTANT City Manager

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

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This Second Amendment to Lighting Contract No. 24289 is approved as to form this 3rd day of Dec, 1996.

JOHN R. CALHOUN, City Attorney

By DJ Guin Deputy

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City Attorney of Long Beach  
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DFG:rmb  
11-11-96  
CTYLIG96.AMD

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 11-25-96 before me Nedra Caruana Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared James Mosier and William Semions  
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: \_\_\_\_\_

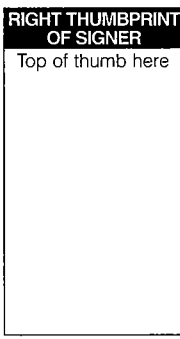
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

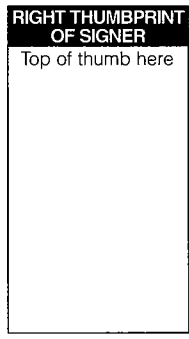
- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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:  
\_\_\_\_\_  
\_\_\_\_\_