

**FIRST AMENDMENT TO AGREEMENT TO PURCHASE PARKING TECHNOLOGY  
AND RELATED SERVICES**

THIS FIRST AMENDMENT to the above-referenced agreement is entered into \_\_\_\_\_, 2023, by and between IPS Group, Inc., a Pennsylvania corporation (“IPS”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”). IPS and the City shall be collectively referred to as the “Parties.”

**RECITALS**

- A. The Parties entered into Agreement No. A-2022-028 (“Agreement”) dated February 15, 2022, whereby IPS agreed to deliver and install parking technology hardware (the “Equipment”) and related software services (the “Services,” and collectively “Equipment and Services”) to the City.
- B. The Parties now wish to amend the Agreement to increase the aggregate compensation paid by the City to IPS, by **\$540,000**, to accommodate increased costs for ongoing monthly data management services, purchase of a 60-month warranty, funds for repairs and/or replacement parts, and modem upgrades that would assist in continuing the operations of the parking meters throughout the City.

**The Parties therefore agree:**

1. **Section 5.1, Compensation**, is hereby amended to read in its entirety as follows:

The City will compensate IPS for the Equipment and Services, as set forth in Attachment B. The total sum to be expended during this Agreement, including any extension periods, shall not exceed \$840,000.

2. Except as modified by this First Amendment, all terms and conditions of the Agreement, shall remain in full force and effect.

*[signature page to follow]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Agreement on the date and year first written above.

**ATTEST**


**CITY OF SANTA ANA**

\_\_\_\_\_  
Jennifer Hall  
City Clerk

\_\_\_\_\_  
Kristine Ridge  
City Manager

**APPROVED AS TO FORM**  
SONIA R. CARVALHO  
City Attorney

**IPS GROUP, INC.**

By:   
\_\_\_\_\_  
Andrea Garcia-Miller  
Assistant City Attorney

  
\_\_\_\_\_  
~~Chad Randall~~ **BRIAN WEBBER**  
~~Chief Operating Officer~~ **GENERAL COUNSEL**

**RECOMMENDED FOR APPROVAL**

\_\_\_\_\_  
Michael L. Garcia  
Executive Director  
Community Development Agency