

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
CITY OF TEMECULA AND MCCAIN, INC.**

**TRAFFIC SIGNAL EQUIPMENT**

**THIS FIRST AMENDMENT** is made and entered into as of **October 25, 2022** by and between the City of Temecula , a municipal corporation (hereinafter referred to as "City"), and **SWARCO McCain, Inc.**, a **Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. This Amendment is made with the respect to the following facts and purposes:
  - a. On **July 1, 2022**, the City and Contractor entered into that certain Agreement entitled "Non-Exclusive Commodity Agreement for **Traffic Signal Equipment**," in the amount of **\$100,000**.
  - b. The parties now desire to extend the term of the agreement to **June 30, 2025**, increase the payment in the amount of **\$400,000**; and,
  - c. All sections of the Agreement, and any prior Amendments that refer to the Contractor as "**McCain, Inc.**", shall be changed to "**SWARCO McCain, Inc.**", pursuant to the name change of said company effective August 16, 2022, and to amend the Agreement as set forth in this Amendment.
  
2. Section **1** of the Agreement entitled "**TERM**" is hereby amended to read as follows:

This Agreement shall remain and continue in effect until tasks herein are completed, but in no event later than **June 30, 2025** unless sooner terminated pursuant to the provisions of this Agreement.
  
3. Section **3** of the Agreement entitled "**PAYMENT**" at paragraph "a" is hereby amended to read as follows:

The City agrees to pay Contractor monthly, in accordance with the payment rates and schedules and terms set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. The **FIRST** Amendment amount shall not exceed **Four Hundred Thousand Dollars (\$400,000)**, for additional **traffic signal equipment** for a total Agreement amount of **Five Hundred Thousand Dollars (\$500,000)**.
  
4. The Consultant shall furnish certificates of insurance and an IRS W-9 form pursuant to the terms and conditions set forth in the Agreement, and any prior Amendments pursuant to the name and ownership change of said company. Letter informing Company Name Change and Ownership is set forth on Attachment "A" to this Amendment, which is attached hereto and incorporated herein as though set forth in full.
  
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 hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF TEMECULA**

**SWARCO MCCAIN, INC.**

*(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)*

By: \_\_\_\_\_  
**Matt Rahn, Mayor**

By: Renata Roles 9.26.2022  
**Renata Roles, Director of Accounting**

**ATTEST:**

By: \_\_\_\_\_  
**Randi Johl, City Clerk**

By: Jo Ann Mills 09.26.2022  
**Jo Ann Mills, Vice President of Human Resources**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
**Peter M. Thorson, City Attorney**

**CONTRACTOR**

**McCain, Inc.**

**Attn: Jennifer Phelan**

**2365 Oak Ridge Way**

**Vista, CA 92081**

**(760) 734-5000**

**Jennifer.phelan@mccain-inc.com**

City Purchasing Mgr.  
Initials and  
Date: JS 10/11/22



August 16, 2022

**Subject: SWARCO McCain, Inc. / Official Name Change**

Dear Customers,

Effective August 16, 2022, the company has been renamed SWARCO McCain, Inc. The change will be in name only and will not impact our organizational structure, valued team members, physical address, telephone numbers, banking information, tax ID number or quality products, software, and solutions. Our Tijuana, Mexico based manufacturing subsidiary will not be impacted either and will maintain its current legal name.

The SWARCO brand will be found across the organization. Our employees will be issued a new email address that incorporates their full [firstname.lastname@swarco.com](mailto:firstname.lastname@swarco.com). The McCain logo will be replaced with the SWARCO brand on all stationery, including letterhead, envelopes, and business cards. New invoices will have the SWARCO logo and the remit to address will convey SWARCO McCain, Inc. Our website, product sheets, presentations, tradeshow booths, and giveaways will incorporate the SWARCO logo and corporate design look and feel. All our trucks, service vehicles, and Vista office signs will proudly display the new global brand. We will also be introducing and communicating SWARCO's core values of agility, reliability & trust, passion, innovation, and cooperation.

Because we already have so many qualified and certified products across the country, we will maintain the McCain brand on all our legacy products, and only introduce the SWARCO logo when qualifying new products or new DOTs for the first time.

Should you have any questions, please don't hesitate to reach out to any of our team members or simply call (760) 727-8100 and we will gladly help connect you with the right person.

[www.swarco.com/mccain](http://www.swarco.com/mccain)  
SWARCO McCain, Inc., 2365 Oak Ridge Way, Vista, CA 92081  
T. +760-727-8100, E. [info.us@swarco.com](mailto:info.us@swarco.com)

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On behalf of SWARCO ownership, Executive Board, and the SWARCO McCain, Inc. management team, I would like to take this opportunity to thank our valued customers, employees, vendors, and strategic partners for your continued support and sharing this milestone in our common journey towards finding "The Better Way, Every Day."

Sincerely,

A handwritten signature in blue ink, appearing to read "Carl McCollum". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Carl McCollum  
Vice President  
SWARCO McCain, Inc.