

State of Washington
Contracts & Procurement Division
Department of Enterprise Services
P.O. Box 41411
Olympia, WA 98504-1411

Kustom Signals, Inc.
9652Loiret Blvd
Lenexa, KS 66219

**FIRST AMENDMENT
TO
CONTRACT NO. 00218
POLICE RADAR/LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES**

This First Amendment ("Amendment") to Contract No. 00218 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Kustom Signals, Inc., a Kansas Corporation ("Contractor") and is dated as of September 30, 2019.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 00218 for Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories dated effective as of February 20, 2019 ("Contract").
- B. The Parties have not previously amended the Contract.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. COVERED PRODUCTS. Pursuant to Section 3.2 Ability to Modify Scope of Master Agreement, the contract is hereby amended to expand the products included in the contract to include the products listed below in the Parts and Accessories category.

Category D – Parts & Accessories			
Unit	Description	Delivery AOR	Price
Radar Units	ProLaser 4 with Following Too Close Mode enabled	30	\$2,490.00

- 2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

KUSTOM SIGNALS, INC.,
A KANSAS CORPORATION

By: Chris N Abel
Name: Chris Abel
Title: President
Date: 9/30/19

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: [Signature]
Name: Richard Worthy
Title: Contract Specialist
Date: 9/30/2019