

CONTRACT EXTENSION FORM

CONTRACT TITLE: Emergency Generator
CONTRACT NUMBER: CL23-040

In accordance with the Agreement between the parties, the above-described contract is hereby modified in the following respects:

1. The contract period is extended to **August 31, 2025**, by mutual agreement between the undersigned vendor and the City of Lawton, Oklahoma subject to funding availability beyond this fiscal year.
2. All other terms and conditions of the contract or any written modifications thereto remain unchanged.
3. The laws of the State of Oklahoma shall govern this contract.

WITNESS the hands of the parties hereto this 19 day of June, 2024

AFFIDAVIT:

STATE OF OKLAHOMA COUNTY OF Logan

I Jose Ucero (name of affiant), of lawful age, being first duly sworn, on oath says that:

1. Affiant is the duly authorized agent of the vendor executing the extension to the above referenced agreement, and that as such agent Affiant has the authority to bind the vendor, whether an individual, partnership, or corporation, for the purpose of negotiating and entering into any extension to or modification of said agreement, and for certifying the facts pertaining to the existence of collusion among vendors and City officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting or extension of any contract entered; 2. Affiant is fully aware of the facts and circumstances surrounding the procurement of the contract to which this statement refers and has been personally and directly involved in the proceedings leading to the submission of such extension; 3. Neither the vendor nor anyone subject to the vendor's direction or control has been a party: a. to any collusion among vendors in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, b. to any collusion with any municipal official or employee as to quantity, quality or price in the contract, or as to any other terms of such contract, c. in any discussions between vendors and any municipal official concerning exchange of money or other thing of value for special consideration in the letting or extension of a contract, nor d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Lawton, any money or other thing of value, either directly or indirectly, in procuring the extension of the contract described above. 4. Affiant further agrees to be held personally liable in the event that Affiant has misrepresented the scope or extent of Affiant's authority to bind the vendor herein, and to indemnify and hold harmless the City of Lawton, its departments, boards, commissions, agencies, institutions, and all employees of the aforementioned from all damages based upon such misrepresentation, including but not limited to all costs and attorney fees incurred, in addition to any other remedies available by law.

Firm: Elite Power Service Inc. [Signature]
SIGNATURE OF AUTHORIZED AGENT
 Address: P.O Box 30294 Jose Ucero / President
PRINT/TYPE NAME/TITLE
Edmond OK 73003
(City, State, Zip)
 Phone: 405-888-3028 Subscribed & sworn before me this 19 day of June, 2024.
[Signature]
Notary Public



My Commission expires: 9-19-2024

City of Lawton, Oklahoma
A Municipal Corporation

ATTEST: _____ Stanley Booker, Mayor
CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton on the _____ day of _____, 20_____

CITY ATTORNEY