

AMENDMENT NO. 1

TO CONTRACT SERVICES AGREEMENT

THIS AMENDMENT TO THE CONTRACT SERVICES AGREEMENT (“Amendment”) by and between the **CITY OF CARSON** (“City”) and **Michael Seale**, an individual (“Contractor”) is effective as of the ____ day of _____, 2016.

RECITALS

A. City and Contractor entered into that certain Agreement for Contractual Services dated August 10, 2016 (“Agreement”) whereby Contractor agreed to provide services related to the successful operation and coordination of the elements of the federal Transitional Subsidized Employment (“TSE”) program .

B. City and Contractor now desire to amend the Agreement to extend the term by three years and increase the compensation such that the total contract sum shall be \$681,250.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein.

a. Section 2.1, Contract Sum, of the Agreement is hereby modified as follows:

“Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the ‘Schedule of Compensation’ attached hereto as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Six Hundred Eighty-one Thousand Two Hundred Fifty Dollars (\$681,250) (the ‘Contract Sum’), unless additional compensation is approved pursuant to Section 1.8.”

b. Exhibit “C,” Schedule of Compensation, Section I, shall be amended to include the following:

“The rates for Michael Seale, for July 1, 2016 to February 28, 2019, are as follows:

Time Period	Rate
July 1, 2016 to June 30, 2017	60% of the fee paid to City per placement
July 1, 2017 to June 30, 2018	60% of the fee paid to City per placement
July 1, 2018 to February 28, 2019	55% of the fee paid to City per placement

However, the compensation paid to Consultant pursuant to this Agreement is contingent upon the City receiving funding through the Transitional Subsidized Employment (“TSE”) Program, as administered by the South Bay Workforce Investment Board. Consultant acknowledges and agrees that City’s ability to pay Consultant is contingent upon receiving funding through the TSE Program and that, in the event the City does not receive any funding, the City shall not be obligated to pay Consultant. The current rate paid to the City is \$1,200.00 per initial placement and \$400.00 per person retained in employment.”

- c. Exhibit “C,” Schedule of Compensation, Section III shall be amended as follows:

“The total compensation for the Services shall not exceed \$681,250 as provided in Section 2.1 of this Agreement.

- d. Exhibit “D,” Schedule of Performance, Section I, shall be amended as follows:

“Consultant shall perform all Services timely in accordance with the schedule to be developed by Consultant and subject to the written approval of the Contract Officer and the City Attorney’s office. The term of performance shall be from the date first written above through February 28, 2019

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4

City represents and warrants to Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONTRACTOR:

By: _____

Name:

Title:

By: _____

Name:

Title:

Address: _____

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

6

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="text-align: center;">_____ TITLE(S)</div> <input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	<div style="text-align: center;">_____ TITLE OR TYPE OF DOCUMENT</div>
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	<div style="text-align: center;">_____ NUMBER OF PAGES</div>
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="text-align: center;">_____ DATE OF DOCUMENT</div>
	<div style="text-align: center;">_____ SIGNER(S) OTHER THAN NAMED ABOVE</div>

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<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING:		DATE OF DOCUMENT
(NAME OF PERSON(S) OR ENTITY(IES))		

		SIGNER(S) OTHER THAN NAMED ABOVE