

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GOVERNMENT STAFFING SERVICES, INC. dba MUNITEMPS**

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the City of Carson ("City") and Government Staffing Services, Inc., dba MuniTemps, a California corporation ("Consultant") is effective as of the 6th day of June 2017.

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services approved by the City Council on February 7, 2017 and effective February 5, 2017 ("Agreement"), whereby Consultant agreed to provide temporary Assistant City Manager staffing Services.

B. The term of the Agreement is for one (1) year from effective date as provided in Section 3.4. of the Agreement, and the City and Consultant now intend to affirm and clarify the one (1) year term through this Amendment.

C. The City initially approved the Agreement with a maximum expenditure of \$163,000, which amount would be sufficient to fund the temporary Assistant City Manager staffing services for the remainder of the 2016-2017 fiscal year. The City did not provide additional funding at the time of approval of the Agreement because the City had not yet budgeted for the 2017-2018 fiscal year.

D. The City has now completed the budget process for the 2017-2018 fiscal year, and is now able to authorize additional expenditures for the temporary Assistant City Manager staffing services contemplated in the Agreement for the 2017-2018 fiscal year.

E. The active recruitment for a full-time Assistant City Manager position is on-going, and as of the date of the Amendment, the City has not hired a full-time Assistant City Manager, necessitating the authorization of additional funding for temporary staffing services into the 2017-2018 fiscal year. Under the terms of the Agreement (Exhibit "B," Section 2), the Representative of Consultant shall not be permitted to exceed 960 hours in the 2017-2018 fiscal year.

F. City and Consultant now desire to amend the Agreement to increase the maximum expenditure authorized by adding expenditures up to \$163,000 for Fiscal Year 2017-18 to the authorized maximum expenditure for Fiscal Year 2016-17 of \$163,000 to the Agreement.

TERMS

1. Section 2.1 of the Agreement is amended to read, in its entirety, as follows:

EXHIBIT NO. 2

“2.1 Contract Sum.

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 a total of One Hundred Sixty-Three Thousand for Fiscal Year 2016-17 and One Hundred Sixty-Three Thousand for Fiscal Year 2017-18

2. Section V of Exhibit “C” of the Agreement is amended to read as follows:

“V. **The total compensation for the Services shall not exceed \$163,000 for Fiscal Year 2016-17 and \$ 163,000 for Fiscal Year 2017-18 as provided in Section 2.1 of this Agreement.**”

3. Section 5 of Exhibit “B” of the Agreement is hereby deleted.

4. Exhibit “D” of the Agreement is hereby deleted in its entirety.

5. **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.

6. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant 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.

Consultant 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.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant 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.

7. **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.

8. **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 L. Gause, CMC, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

CONSULTANT:

GOVERNMENT STAFFING SERVICES, INC.,
dba MuniTemps, a California corporation

By:_____
Name: John Herrera, CPA
Title: President/ CEO

By:_____
Name: Maria L. Herrera
Title: VP/ Secretary
Address: PO Box 718
Imperial Beach, CA 91933

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'S BUSINESS ENTITY.

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 _____, 2017 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**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

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

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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	
	TITLE(S) _____	TITLE OR TYPE OF DOCUMENT _____
<input type="checkbox"/>	PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	
<input type="checkbox"/>	ATTORNEY-IN-FACT	
<input type="checkbox"/>	TRUSTEE(S)	NUMBER OF PAGES _____
<input type="checkbox"/>	GUARDIAN/CONSERVATOR	
<input type="checkbox"/>	OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____		DATE OF DOCUMENT _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____