

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) by and between the City of Carson (“City”) and Star-Dust Tours, Inc., dba The Bus, a California corporation (“Consultant”), is effective as of the 4th day of September 2018.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2018 (“Agreement”) whereby Consultant agreed to provide Contract Bus Services.

B. City and Consultant now desire to amend the Agreement to revise the individuals named as Representative of Consultant and Contract Officer, pay outstanding invoices from Fiscal Year 2017/18, and to increase the maximum contract amount.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (added language is in ***bold italics***; deletions are in ~~strike through~~).

A. Section 2.1, Contract Sum, shall be amended to read as follows:

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of ~~Twenty-Four Thousand Seven Hundred and Fifty Dollars (\$24,750)~~ ***Ninety-Eight Thousand Dollars (\$98,000)*** (“Contract Sum”). ***This amount includes \$12,992.50 in outstanding invoices from Fiscal Year 2017/18 that require payment.***”

B. Section 4.1, Representative of Consultant, shall be amended to read as follows:

~~“Tammy Mayfield~~ ***Frank Gonzalez, Jr.*** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, and shall keep City informed of any changes.”

C. Section 4.2, Contract Officer, shall be amended to read as follows:

~~“Luchie Magante~~ ***Jason Jo*** [or such person as may be designated by the City Manager] is hereby designated as being the representative the City

authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith (“Contract Officer”).”

D. Exhibit “D,” Schedule of Performance, shall be replaced in its entirety with the following:

“I. Consultant shall perform Services on an on-call basis as set forth in Exhibit A for work completed for the period of July 1, 2017, through June 30, 2019.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.”

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 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.

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-Aldana, MMC, City Clerk

**APPROVED AS TO FORM:**

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney [BWB]

**CONSULTANT:**

Star-Dust Tours, Inc, a California corporation

By:\_\_\_\_\_  
Name: Frank Gonzalez  
Title: President

By:\_\_\_\_\_  
Name: Frank Gonzalez  
Title: Secretary

Address: 520 Greenwood Avenue  
Montebello, CA 90640

**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 \_\_\_\_\_, 2018 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.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; align-items: center;"><div style="flex: 1;"><input type="checkbox"/> PARTNER(S)</div><div style="flex: 1; text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	<div style="border-bottom: 1px solid black; width: 100%;"></div> TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	<div style="border-bottom: 1px solid black; width: 100%;"></div> NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	<div style="border-bottom: 1px solid black; width: 100%;"></div> DATE OF DOCUMENT
	<div style="border-bottom: 1px solid black; width: 100%;"></div> SIGNER(S) OTHER THAN NAMED ABOVE

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<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div><input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></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 _____	
<b>SIGNER IS REPRESENTING:</b> (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>