

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the **CITY OF CARSON**, a California municipal corporation ("City") and **ADMINISTRATIVE SERVICES COOPERATIVE, INC.**, a California corporation ("Consultant") (City and Consultant referred to collectively as "parties"; and, individually, as warranted, as a "party") is effective as of the 10th day of July, 2018.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 10, 2015 ("Agreement") whereby Consultant agreed to provide Dial-A-Ride Services to the City for a three year term in an annual not-to-exceed amount of Five Hundred Thousand (\$500,000), for a total three year not-to-exceed amount of One Million Five Hundred Thousand (\$1,500,000), and with the option provided to the City to extend the Agreement thereafter for two more years. Parties affirm that the express intent and mutual understanding as concerns the Five Hundred Thousand (\$500,000) not-to-exceed amount in the Agreement is such amount is an annual not-to-exceed sum.

B. City and Consultant now desire to amend the Agreement to extend the term by two years until July 9, 2020, for a total term of five years, and to increase the total not-to-exceed amount of compensation from One Million Five Hundred Thousand (\$1,500,000) to a total not-to-exceed amount of compensation of Two Million Five Hundred Thousand (\$2,500,000), with the annual not-to-exceed amount of compensation continuing to be Five Hundred Thousand (\$500,000).

C. City and Consultant affirm and ratify the continued provision of Services pursuant to the terms of the Agreement from July 10, 2018 through July 9, 2020.

TERMS

1. **Contract Changes. Contract Changes.** The Agreement is amended as provided herein (new text is identified in *bold italics*, deleted text in ~~strike through~~).

1.1 **Section 2.1 of the Agreement, entitled "Contract Sum," shall be amended to read as follows:**

"Subject to any limitations set forth in this Agreement, City agrees to pay Contractor 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 Five Hundred Thousand Dollars (\$500,000) *annually, and the total compensation for the five year term of the Agreement shall not exceed Two Million Five Hundred Thousand (\$2,500,000)* (the "Contract Sum"). unless additional compensation is approved pursuant to Section 1.8."

1.2 **Section VII of Exhibit C (Schedule of Compensation) of the Agreement shall be amended to read as follows:**

“The total compensation for the Services shall not exceed FIVE HUNDRED THOUSAND DOLLARS (\$500,000) *annually, and the total compensation for the five year term of the Agreement shall not exceed Two Million Five Hundred Thousand (\$2,500,000)*, as provided in Section 2.1 of this Agreement.”

1.3 **Section I of Exhibit D (Schedule of Performance) of the Agreement shall be amended to read as follows:**

“This Agreement shall be commence on the date first written above and shall remain in full force and effect for ~~three (3)~~ *five (5)* years thereafter. ~~City may, in its sole discretion, extend this Agreement for up to two (2) additional years.~~”

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 to be effective on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[cfn]

CONSULTANT:

By: _____
Name: _____
Title: _____
By: _____
Name: _____
Title: _____
Address: _____

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 _____, 20__ 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="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S)</div><div><input type="checkbox"/> LIMITED</div></div>	TITLE OR TYPE OF DOCUMENT
<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> ATTORNEY-IN-FACT</div><div><input type="checkbox"/> GENERAL</div></div>	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	DATE OF DOCUMENT _____
	SIGNER(S) OTHER THAN NAMED ABOVE _____

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STATE OF CALIFORNIA

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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.

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<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 _____