

## 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 **SPORTS OFFICIALS FOR YOU, LLC**, a California limited liability company ("Consultant") is effective as of the \_\_\_\_ day of November, 2019.

### RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 4, 2018 ("Agreement") whereby Consultant agreed to provide professional officiating services for youth sports in coordination with the City of Carson Recreation and Human Services Division, which services are more fully described within Exhibit "A" of the Agreement ("Services").

B. The Agreement provided for an initial term not to exceed one year from the date of execution of the Agreement, expiring on December 3, 2019.

C. Due to the timing of the execution of the Agreement, Consultant could only provide Services beginning at or around April of 2019. Consultant was unable to render Services previous to that date, including the then December 2018 through March 2019 basketball season.

D. City and Consultant now desire to bring-forward the basketball related Services, which would have been provided by Consultant during the 2018-2019 basketball season, into the current basketball season (i.e. December 2019 through March 2020).

E. Services for the 2019-2020 basketball season would extend the Services into, and potentially beyond, March 2020. Said Services would fall outside the current term of the Agreement. Therefore, in order to accommodate and allow Consultant to complete the Services, the term of the Agreement must be extended.

F. City and Consultant now desire to amend the Agreement to extend the term of the Agreement through June 30, 2020, to allow Consultant to provide certain Services related to the new 2019-2020 basketball season and amend Exhibit "D" to reflect the adjusted basketball season dates.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is shown in ***bold italics*** and deleted text in ~~strikethrough~~).

A. **Section 3.4, "Term," shall be amended as follows:**

***"3.4 Term.*** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect ~~until completion of the services but not~~

EXHIBIT 2

~~exceeding one (1) years~~ *commencing* from the date hereof *and expiring on June 30, 2020*, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

**B. Section I (B)(1) of Exhibit "D", "Schedule of Performance," shall be amended as follows:**

"1. Basketball (December ~~2018~~ *2019* – March ~~2019~~ *2020*)."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, 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 Amendment 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 Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 Amendment 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  
[MES]

**CONSULTANT:**

SPORTS OFFICIALS FOR YOU, LLC

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 \_\_\_\_\_, 2019 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  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ 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

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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.

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- ☐ PARTNER(S) ☐ LIMITED  
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- ☐ 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

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\_\_\_\_\_ SIGNER(S) OTHER THAN NAMED ABOVE