AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT FOR TEMPORARY EMPLOYMENT STAFFING SUPPORT SERVICES

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT FOR TEMPORARY EMPLOYMENT STAFFING SUPPORT SERVICES (“Amendment No. 2”) by and between the CITY OF BELL, a municipal corporation (“City”) and PARTNERS IN DIVERSITY, INC., a Nevada corporation (“Contractor”) is effective as of the 14th day of April, 2017.

RECITALS

A. City and Contractor entered into that certain agreement dated June 2, 2016, (“Agreement”) whereby Contractor agreed to provide temporary staffing for various City departments on an as-needed basis.

B. Pursuant to section 4.5 of the Agreement and Section I of Exhibit D thereto, the term of the Agreement is for one year and is set to expire on June 1, 2017.

C. Pursuant to section 3.1 of the Agreement and Section III of Exhibit C thereto, the maximum total compensation due under the Agreement was $10,000.00.

D. On December 20, 2016, the City and Contractor entered into Amendment No. 1, whereby the parties agreed to increase the total compensation from $10,000.00 to $21,000.00.

E. As of the date of this Amendment No. 2, the City has paid Contractor $19,963.35 for services under the Agreement.

F. By this Amendment No. 2, the City and Contractor desire to increase the total maximum compensation by an additional $3,999.00.

G. With Amendment No. 2, the total maximum compensation due to Contractor under the Agreement, as amended, will increase from $21,000.00 to $24,999.00.

TERMS

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

a. Section 3.1, Contract Sum, shall be amended to read as follows:

“Contract Sum. For the services rendered pursuant to this Agreement, Contractor 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 Nine Hundred Ninety Nine Dollars and No Cents ($24,999.00) (“Contract Sum”). As of the date of this Amendment No. 2, the City has already paid Contractor $19,963.35 for services due under the Agreement.”

b. Section III of Exhibit “C” is hereby amended to read as follows:
“The total compensation for the Services shall not exceed Twenty Four Thousand Nine Hundred Ninety Nine Dollars and No Cents ($24,999.00), as provided in Section 3.1 of this Agreement. As of the date of this Amendment No. 2, the City has paid Contractor $19,963.35 for services due under the Agreement.”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement, as amended by Amendment No. 1, 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 Amendment No. 1 and Amendment No. 2.

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 No. 2, 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 Contractor that, as of the date of this Amendment No. 2, 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 No. 2.

5. **Authority.** The persons executing this Amendment No. 2 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 No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 2 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 No. 2 on the date and year first-above written.

CITY:

CITY OF BELL

Howard W. Brown, Jr.
City Manager

ATTEST:

Angela Bustamante
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire
City Attorney

CONTRACTOR:

PARTNERS IN DIVERSITY, INC.

By: 
Name: Héctor Apodaca
Title: Vice President

By: 
Name: 
Title: 
Address: 690 E. Green St
Pasadena, CA 91107

NOTE: 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 DEVELOPER’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, ______________, person who is a notary public, personally appeared ______________, who is the person whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in the name and on behalf of the person(s) 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:

J. Herbert Dar Santos
Commission # 2063454
Notary Public - California
Los Angeles County
My Comm. Expires Apr 5, 2018

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 Sigher

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ TITLE(S)
☐ 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