AMENDMENT NO. 2

TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND
HILDA ESTRADA FOR INTERPRETATION SERVICES

This AMENDMENT NO. 2 TO CONTRACT SERVICES AGREEMENT
BY AND BETWEEN CITY OF BELL AND HILDA ESTRADA (“Amendment No. 2”) by
and between the CITY OF BELL (“City”) and HILDA ESTRADA., an individual (“Contractor”) is effective as of the 26th day of April, 2017.

RECITALS

A. City and Contractor entered into that certain Contract Services Agreement dated July 1, 2015 (“Agreement”) whereby Contractor agreed to provide interpretation services to the City.

B. The term of the Agreement was one (1) year, from July 1, 2015 to June 30, 2016.

C. The total maximum compensation due under the Agreement was $48,300.00.

D. On July 1, 2016, the City approved Amendment No. 1 to the Agreement, whereby the City and Contractor extended the term of the Agreement by one additional year to June 30, 2017.

E. With Amendment No.1, the total compensation due under the Agreement increased from $48,300.00 to $96,600.00.

F. The City Council now desires to extend the term of the Agreement an additional two (2) years and also provide the opportunity to further extend the Agreement thereafter by up to three one-year periods.

G. With Amendment No. 2, the City will extend the term of the Agreement to June 30, 2019.

H. With Amendment No. 2, the total maximum compensation due under the Agreement will increase by an additional $96,600.00, from $96,600.00 to $193,200.00.

TERMS

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

   a. Section 2.1, “Contract Sum,” is hereby amended and shall now read as follows:
"The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Ninety Three Thousand Two Hundred Dollars and No Cents ($193,200.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10."

b. **Section 3.5, “Term” is hereby amended and shall now read as follows:**

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2019, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City, in its sole and absolute discretion, may extend the Term of the Agreement thereafter, on the same terms and conditions, by up to three one-year periods."

c. **Section III of Exhibit “C” (Compensation) is hereby amended to read as follows:**

"III. The total compensation for the Services shall not exceed **One Hundred Ninety Three Thousand Two Hundred Dollars and No Cents ($193,200.00)** as provided in Section 2.1 of this Agreement."

d. **Section IV of Exhibit “D” of the Agreement is hereby amended and shall now read as follows:**

"IV. This Agreement shall continue in full force and effect until June 30, 2019 unless earlier terminated in accordance with the provision of this Agreement. The City, in its sole and absolute discretion, may extend the Term of the Agreement thereafter, on the same terms and conditions, by up to three one-year periods. Any amendment to renew or extend the Term of this Agreement shall be approved by the City Council."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 2, all provisions of the Agreement, as previously amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 an 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 going 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 Agreement, such party is formally bound to the provisions of this Amendment No. 2, 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

[Signature]
Eidencio Joel Gallardo
Mayor

ATTEST:

[Signature]
Angela Bustamante
City Clerk

APPROVED AS TO FORM:

[Signature]
ALESHIRE & WYNDER, LLP

[Signature]
David J. Aleshire
City Attorney

CONTRACTOR:

HILDA ESTRADA

By:
Name: Hilda Estrada
Title: Interpreter

By:
Name:
Title:

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 August 21, 2017 before me, Angela Bustamante, Notary
personally appeared Hilda del Socorro Estrada

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(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

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: __________________________ Document Date: __________________________
Number of Pages: ______ Signer(s) Other Than Named Above: __________________________

Capacity(ies) Claimed by Signer(s)
Signer’s Name: 
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

Signer’s Name: 
☐ Corporate Officer — Title(s): __________________________
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: __________________________
Signer Is Representing: __________________________

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