

**AMENDMENT NO. 1
TO AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND LDM Associates, Inc.**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL AND LDM Associates, Inc. (“Amendment”) by and between the **CITY OF BELL** (“City”) and **LDM Associates, Inc.**, a California corporation (“Contractor”) is effective as of the 10th day of June 2015.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated December 10, 2014 (“Agreement”) whereby Contractor agreed to provide Community Development Block Grant Program Administration Services through June 30, 2015 for a Contract Sum of \$25,000.

B. City and Contractor now desire to amend the Agreement to extend the term by one additional year to June 30, 2016 and increase the compensation by \$48,825 to a total Contract Sum of \$73,825.

TERMS

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

a. Section 2.1, Contract Sum, is hereby amended to read as follows:

2.1 Contract Sum.

“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 **Seventy Three Thousand Eight Hundred Twenty-Five Dollars (\$73,825.00)** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.10.”

b. Section III in Exhibit “C”, Schedule of Compensation, is hereby amended to read as follows:

“III. The total compensation for the Services shall not exceed Seventy Three Thousand Eight Hundred Twenty-Five Dollars (\$73,825.00) as provided in Section 2.1 of this Agreement.”

c. Section 3.5, Term, is hereby amended to read as follows:

“3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until June 30, 2016, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

d. Section III in Exhibit D, Schedule of Performance, is hereby amended to read as follows:

"This Agreement shall continue in full force and effect until completion of the services but no later than June 30, 2016. This Agreement may be extended for up to three (3) additional twelve (12) month periods until June 30, 2019 subject to availability of funds and City Council approval."

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 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, 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, 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.

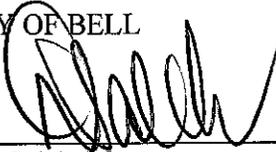
5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally 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 BELL



Ali Saleh, Mayor

ATTEST:



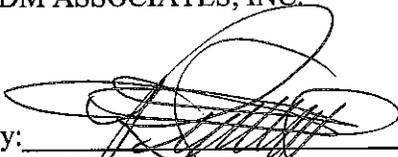
Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

David J. Aleshire, City Attorney

CONTRACTOR:
LDM ASSOCIATES, INC.

By: 

Name: Rudy E. Muñoz
Title: Senior Vice President

By: 

Name: Guadalupe Muñoz
Title: Chief Financial Officer
Address: 10722 Arrow Route, Suite 822
Rancho Cucamonga, CA 91730
Telephone: 909-476-6006

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL

Ali Saleh, Mayor

ATTEST:

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP



David J. Aleshire, City Attorney

CONTRACTOR:
LDM ASSOCIATES, INC.

By: _____
Name: Rudy E. Muñoz
Title: Senior Vice President

By: _____
Name: Guadalupe Muñoz
Title: Chief Financial Officer
Address: 10722 Arrow Route, Suite 822
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