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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the **CITY OF BELL**, a municipal corporation ("City") and **GLOBAL PARATRANSIT, INC.**, a California corporation ("Contractor") is effective as of the 9th day of September, 2015.

RECITALS

A. City and Contractor entered into that certain Agreement for Contract Services dated September 19, 2012 ("Agreement") whereby Contractor agreed to provide public transportation services including a dial-a-ride paratransit advanced reservation program for eligible residents, a fixed route bus program for the general public, and a demand responsive taxi based program to serve eligible residents.

B. Pursuant to section 3.5 of the Agreement, the term of the Agreement is for three (3) years and is currently set to expire on September 19, 2015.

C. The City has paid \$1,101,553.30 for services under the Agreement during the three year term.

D. Pursuant to section 3.5 of the Agreement, the City has the sole option to extend the Agreement with up to two one-year extensions.

E. City and Contractor now desire to extend the term of the Agreement for one additional year.

F. The one year extension will cost approximately \$370,000.00 to the City, thereby increasing the total contract sum to \$1,471,553.00.

G. With the one year extension, the Agreement will now expire on September 19, 2016, with the City's sole option to extend the term one additional year.

TERMS

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

a. Section 2.1, Contract Sum, shall be amended and shall now 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 one million four hundred seventy one thousand five

hundred fifty three dollars and no cents \$1,471,553.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10. The City and Contractor acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor \$1,101,553.30 for services during the first three years under the Agreement. Costs adjustments for the second and subsequent years will be made to the Contractor's annual prices using the Consumer Price Index for All Urban Consumers, Los Angeles Area – all items as published by the U.S. Department of Labor, Bureau of Statistics. The adjustment will be made in the first month of each new contract year."

b. Section 3.5, Term, shall be 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 September 19, 2016. The City has the sole option to renew the Agreement with the Contractor for one additional year."

c. The paragraph of Section III of Exhibit "C", entitled "Not To Exceed Amount", is hereby amended to read as follows:

"The Combined Annual Compensation for the Fixed Bus, Paratransit and Demand Based Taxi service shall not exceed \$1,471,553.00, per Section 2.1 of this Agreement. The City and Contractor acknowledge that, as of the date of Amendment No. 1, the City has already paid Contractor \$1,101,553.30 for services during the first three years under the Agreement. Costs adjustments for the second and subsequent years will be made to the Contractor's annual price using the Consumer Price Index for All Urban Consumers, Los Angeles Area – all items as published by the U.S. Department of Labor, Bureau of Statistics. The adjustment will be made in the first month of each new contract year."

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.

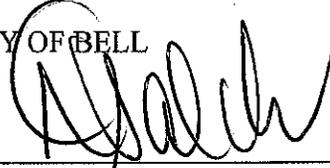
5. Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound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

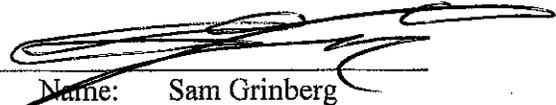
APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP


David J. Aleshire, City Attorney

CONTRACTOR:

By: 
Name: Rezza Nasrollahy
Title: President

By: 
Name: Sam Grinberg
Title: CFO
Address: 400 W. Compton Blvd.,
Gardena, CA, 90248

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.

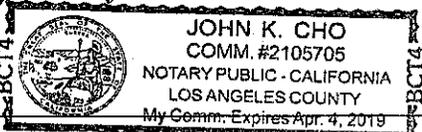
STATE OF CALIFORNIA

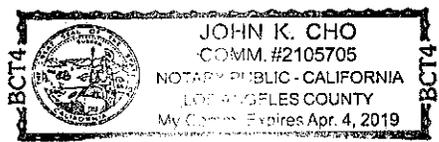
COUNTY OF LOS ANGELES

On Sept 23, 2015 before me, John K. Cho, Notary Public, personally appeared NASrollahy ~~Resa~~ 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/hers/their authorized capacity(ies), and that by his/hers/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: *John K. Cho*




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
President
 - PARTNER(S) LIMITED GENERAL
 - ATTORNEY-IN-FACT
 - TRUSTEE(S)
 - GUARDIAN/CONSERVATOR
 - OTHER _____

DESCRIPTION OF ATTACHED DOCUMENT
Amendment NO. 1 to Agreement for Contract Services
 TITLE OR TYPE OF DOCUMENT

04
 NUMBER OF PAGES

09/09/2015
 DATE OF DOCUMENT

SIGNER IS REPRESENTING:
 (NAME OF PERSON(S) OR ENTITY(IES))
Global Paratransit, Inc.

Sam Grinberg
 SIGNER(S) OTHER THAN NAMED ABOVE