

**AMENDMENT NO. 2  
TO AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CITY OF BELL AND LDM ASSOCIATES, INC.**

**THIS AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF BELL AND LDM ASSOCIATES, INC.** (“Amendment No. 2”) by and between the **CITY OF BELL** (“City”) and **LDM Associates, Inc.**, a California corporation (“Contractor”) is effective as of the 1<sup>st</sup> day of July 2016.

**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 entered into the First Amendment to the Contract Service Agreement dated June 10, 2015 (“Amendment No. 1”) whereby Contractor agreed 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.

C. City and Contractor now desire to amend the Agreement to extend the term by one additional year to June 30, 2017 and increase the compensation by \$44,481 to a total Contract Sum of \$118,306.

**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 **One Hundred Eighteen Thousand Three Hundred Six Dollars (\$118,306.00)** (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 One Hundred Eighteen Thousand Three Hundred Six Dollars (\$118,306.00) 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, 2017, 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, 2017. This Agreement may be extended for up to two (2) 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 Amendment No. 1 and Amendment No. 2 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 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.

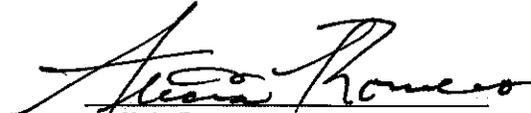
**5. Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally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

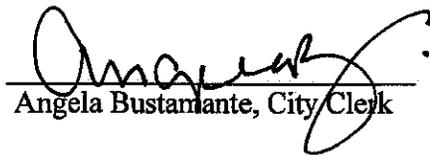
IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-above written.

CITY:

CITY OF BELL

  
Alicia Romero, Mayor

ATTEST:

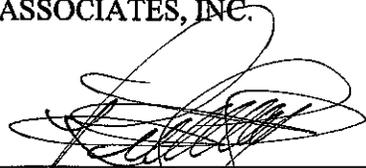
  
Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP *act*

  
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.**

**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

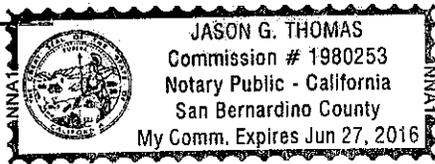
COUNTY OF ~~LOS ANGELES~~ <sup>J.T.</sup>  
San Bernardino

On June 21, 2016 before me, Jason G. Thomas, Notary Public, personally appeared Rudy E. Munoz, 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: [Handwritten 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

- 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**

Amendment to Agreement  
TITLE OR TYPE OF DOCUMENT

4  
NUMBER OF PAGES

6-21-2016  
DATE OF DOCUMENT

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

