

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

This **AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the **CITY OF BELL** ("City") and **GLOBAL PARATRANSIT, INC.**, a California Corporation ("Contractor") is effective as of the 24th day of August, 2016.

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 was for three (3) years and was scheduled to expire on September 19, 2015; however, the City has a sole option to extend the Agreement for a maximum of two one-year extensions.

C. On or about September 9, 2015, City and Contractor approved an amendment to the Agreement to extend the term by one additional year to September 19, 2016 ("Amendment No. 1").

D. With Amendment No. 1, the compensation due under the Agreement was \$1,471,553.00.

E. By this Amendment No. 2, the City desires to exercise its right under section 3.5 of the Agreement to extend the term of the Agreement for one additional year.

F. With Amendment No. 2, the compensation due under the Agreement will increase by \$377,400.00, from \$1,471,553.00 to \$1,848,953.00.

G. With the one year extension provided by Amendment No. 2, the Agreement will now expire on September 19, 2017.

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 million eight hundred forty eight thousand nine hundred fifty three dollars and no cents (\$1,848,953.00) (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. 2, the City has already paid Contractor \$1,453,158.97."

b. Section 3.5 (Term) is hereby amended to read as follows:

"3.5 Term.

Unless earlier terminated in accordance with Article 8 of this Agreement, this Agreement shall continue in full force and effect until September 19, 2017."

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

"III. Not to Exceed Amount:

The Combined Annual Compensation for the Fixed Bus, Paratransit and Demand Based Taxi service shall not exceed \$1,848,953.00, per Section 2.1 of this Agreement. The City and Contractor acknowledge that, as of the date of Amendment No. 2, the City has already paid Contractor \$1,453,158.97."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement 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 No. 1 and this 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 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 Agreement on the date and year first-above written.

CITY:

CITY OF BELL

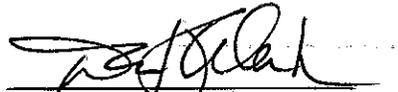

Alicia Romero, Mayor

ATTEST:


Angela Bustamante, Acting City Clerk

APPROVED AS TO FORM:

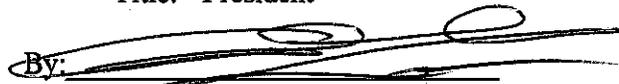
ALESHIRE & WYNDER, LLP *ark*


David J. Aleshire, City Attorney

CONTRACTOR:

GLOBAL PARATRANSIT, INC., a
California Corporation

By: 
Name: Reza Nasrollahy
Title: President

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

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. **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 CONTRACTOR'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.

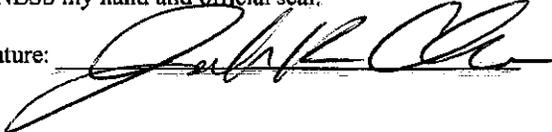
STATE OF CALIFORNIA

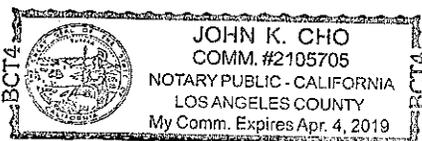
COUNTY OF LOS ANGELES

On Sept. 16, 2016 before me, John K. Cho, Notary Public, personally appeared Sam Grinberg, 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: 



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

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

DESCRIPTION OF ATTACHED DOCUMENT

Amendment No. 2 to Agreement
TITLE OR TYPE OF DOCUMENT
for Contract Award

04
NUMBER OF PAGES

08/24/16
DATE OF DOCUMENT

Angela Bustamante, David J. Aleshire, Alicia Romero, Reza Nasrollahi
SIGNER(S) OTHER THAN NAMED ABOVE