

FIRST AMENDMENT TO AGREEMENT NO. 17-3542
BETWEEN THE CITY OF LOS ANGELES AND
STATUS NOT QUO, INC.

THIS FIRST AMENDMENT to Agreement No. 17-3542 is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("City"), acting by and through its Board of Harbor Commissioners ("Board"), and STATUS NOT QUO, INC. ("Consultant") as follows:

WHEREAS, Consultant entered into Agreement No. 17-3542 effective December 22, 2017 to provide on-demand technical and creative website and mobile device programming, design, development, and maintenance support services;

WHEREAS, on July 1, 2020, Consultant was acquired by FAYE BUSINESS SYSTEMS GROUP, INC. ("FayeBSG"), a California corporation, 5950 Canoga Avenue, Suite 615, Woodland Hills, CA 91367; and

WHEREAS, Consultant requests that Agreement 17-3542 be assigned to FayeBSG and FayeBSG agrees to accept said assignment and assume all responsibilities and obligations thereunder;

NOW THEREFORE, the parties agree as follows:

1. Agreement 17-3542 is hereby assigned to FAYE BUSINESS SYSTEMS GROUP, INC.
2. FAYE BUSINESS SYSTEMS GROUP, INC. accepts the assignment and agrees to be bound by, perform and assume all of the terms, covenants, obligations and conditions contained thereunder.
3. All references to STATUS NOT QUO, INC. in Agreement 17-3542 is now amended to read FAYE BUSINESS SYSTEMS GROUP, INC.
4. Section III, Subsection B. shall be amended to add two (2) years to the term and will read as follows:

"B. This Agreement shall be in full force and effect commencing from the date of execution and shall continue until the earlier of the following occurs:

1. Five (5) years have lapsed from the effective date of this Agreement;

Or

2. The Board of Harbor Board Commissioners, in its sole discretion, terminates and cancels all or part of this Agreement for any reason upon giving to Consultant ten (10) days' notice in writing of its election to cancel and terminate this Agreement."

5. Section V, Subsection B. shall be amended to add Four Hundred Thousand Dollars (\$400,000) and will read as follows:

“B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit B), shall be One Million Three Hundred Thousand Dollars (\$1,300,000).”

Except as amended herein, all remaining terms and conditions of Agreement 17-3542 shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to Agreement No. 17-3542 on the date to the left of their signatures.

(Signature page follows)

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners


Dated: _____


By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

Dated: 7/14/2020


STATUS NOT QUOTING INC.

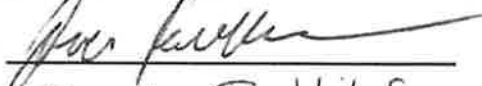
By 
Pamela S. Capistrano, CEO
(Print/type name and title)

Attest: 
Sarah Hurd, COO
(Print/type name and title)

Dated: 7/14/20

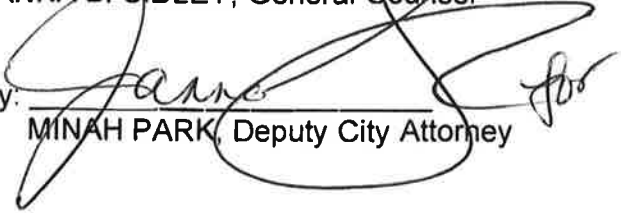
FAYE BUSINESS SYSTEMS GROUP,
INC.

By 
DAVID FAYE, CEO
(Print/type name and title)

Attest: 
Jacob Buttkofer, AE
(Print/type name and title)



APPROVED AS TO FORM AND LEGALITY

July 23, 2020
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By: 
MINAH PARK, Deputy City Attorney

Date: July 22, 2020

Contractor/Vendor Name: STATUS NOT QUO, INC. (Acquired July 1, 2020 by FAYE BUSINESS SYSTEMS GROUP, INC.)

Account#	54310	W.O. #	
Ctr/Div#	0250	Job Fac.#	
Proj/Prog#	000		
Budget FY:		Amount:	
2017-18		\$307,473	
2018-19		\$259,075	
2019-20		\$231,696	
2020-21		\$177,917	
2021-22		\$200,000	
2022-23		\$123,839	
TOTAL		\$1,300,000	
For Acct/Budget Div. Use Only			
Verified by:		Art de Llanos 2020.07.22 10:41:46 -07'00'	
Verified Funds Available:		Digitally signed by Frank Liu Date: 2020.07.22 11:10:31 -07'00'	
Date Approved:	<u>7/22/20</u>		