

C-18-081

EXHIBIT 2

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Amendment”) by and between the CITY OF CARSON, a California municipal corporation (“City”) and DICKERSON DISABILITY CONSULTING SERVICES, INC., a California corporation (“Consultant”) is effective as of the 1st day of July, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated July 1, 2018 (“Agreement”) whereby Consultant agreed to provide disability consulting services.

B. City and Consultant now desire to amend the Agreement to extend the term of the agreement an additional two (2) years, and increase the Contract Sum by \$15,000 to a total revised contract sum of \$25,000 to accommodate the extended term.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein. (new text is identified in *bold italics*, deleted text in ~~strike-through~~).

A. **Section 2.1, Contract Sum, is hereby amended as follows:**

“For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of *Twenty Five Thousand Dollars (\$25,000)* ~~Ten Thousand Dollars (\$10,000.00)~~ (“Contract Sum”).”

B. **Section III of Exhibit “C,” Schedule of Compensation, is hereby amended as follows:**

“III. The total compensation for the Services shall not exceed ~~\$10,000~~ *\$25,000*, as provided in Section 2.1 of this Agreement.”

C. **Exhibit “B,” Special Requirements (Superseding Contract Boilerplate), is hereby amended to add Section I, modifying section 3.4 of the Agreement, as follows:**

“1. “Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not *to exceed June 30, 2021* ~~exceeding one (1) year from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

D. Exhibit "A," Scope of Services, is hereby amended to add Sections V as follows:

"V. On an as-needed basis, Consultant will perform disability consulting services generally described in this Scope of Services. This Agreement retains the Consultant's on-call availability, but does not guarantee that the City's Contract Officer will request that Consultant provide services on Task or Task Proposal."

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 Consultant 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.

Consultant 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 Consultant that, as of the date of this Amendment, Consultant 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 CARSON, a municipal corporation

Sharon Landers

Sharon Landers, City Manager

ATTEST:

Donesia Gause-Aldana

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani

Sunny K. Soltani, City Attorney
[tc]

CONSULTANT:

DICKERSON DISABILITY CONSULTING SERVICES, INC., a California corporation

By: *DeWight Dickerson*

Name: DeWight Dickerson
Title: President

By: *Tammy Dickerson*

Name: Tammy Dickerson
Title: Secretary

Address: 10736 Jefferson Blvd. #659
Culver City, CA 90230

Two corporate officer signatures required when Consultant 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. CONSULTANT'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 CONSULTANT'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 Aug 19, 2019 before me, Christina Chavez ~~Notary Public~~, personally appeared Dwight Dickerson, 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: Christina Chavez



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

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

NUMBER OF PAGES

8/19/19

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 }

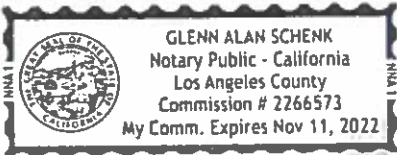
On August 29th 2019 before me, Glenn Alan Schenk, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Tammy Delene Dickerson
Name(s) of Signer(s)

who 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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: To Agreement For Contract Services

Document Date: N/A Number of Pages: 7

Signer(s) Other Than Named Above: Dwight Dickerson

Capacity(ies) Claimed by Signer(s)

Signer's Name: [Crossed out] Signer's Name: [Crossed out]
[Crossed out] Corporate Officer - Title(s): [Crossed out] [Crossed out] Corporate Officer - Title(s): [Crossed out]
[Crossed out] Partner - [Crossed out] Limited [Crossed out] General [Crossed out] Partner - [Crossed out] Limited [Crossed out] General
[Crossed out] Individual [Crossed out] Attorney in Fact [Crossed out] Individual [Crossed out] Attorney in Fact
[Crossed out] Trustee [Crossed out] Guardian or Conservator [Crossed out] Trustee [Crossed out] Guardian or Conservator
[Crossed out] Other: [Crossed out] [Crossed out] Other: [Crossed out]
Signer is Representing: [Crossed out] Signer is Representing: [Crossed out]