

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND RSG, INC.

**THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES** (“Amendment”) entered into by and between the **CITY OF CARSON**, a California municipal corporation (“City”), and **RSG, INC.**, a California corporation (“Consultant”), is effective as of the 1<sup>st</sup> day of July, 2023, except where otherwise provided herein.

#### RECITALS

A. City and Consultant entered into that certain “Agreement for Contract Services between the City of Carson and RSG, Inc.” dated July 1, 2020 (“Agreement”), whereby Consultant agreed to provide mobile home rent control consulting services.

B. The initial three-year Term of the Agreement was from July 1, 2020 to June 30, 2023, with a total contract sum of not-to-exceed \$466,420. Under Section 3.4 of the Agreement, “City may, in its sole discretion, extend the term of the Agreement for two (2) additional one-year terms, with the first extension period expiring on June 30, 2024 and the second extension period expiring on June 30, 2025.”

C. City and Consultant now desire to amend the Agreement to: (1) make minor changes to the designated personnel Consultant will use to perform the Services and the titles associated with the specified billing rates; (2) extend the Term of the Agreement for a two-year extension term through June 30, 2025, in lieu of City exercising its original option of a one-year extension term through June 30, 2024 (being the first of City’s two such original options); and (3) increase the Contract Sum to fund the services for the two-year extension period.

#### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (additions identified in ***bold italics***, deletions in ~~striketrough~~).

(A) **Section 2.1 of the Agreement, entitled “Contract Sum,” is amended to read as follows:**

“2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant 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 ***Seven Hundred Ninety Thousand One Hundred Forty Dollars (\$790,140)*** ~~Four Hundred Sixty Six Thousand Four Hundred Twenty Dollars (\$466,420)~~ (the “Contract Sum”), broken down into a not to exceed amount of One Hundred Forty Two Thousand Seven Hundred Dollars (\$142,700) for the first year of the term and a not to exceed amount of One Hundred Sixty One Thousand Eight Hundred Sixty Dollars (\$161,860) per year for the second, ~~and third,~~ ***fourth and fifth*** years of the term,

unless additional compensation is approved pursuant to Section 1.8.” ~~In the event City exercises one or both of its options to extend the Agreement pursuant to Section 3.4, the compensation for each such one year extension period shall not exceed One Hundred Sixty One Thousand Eight Hundred Sixty Dollars (\$161,860) per year, unless additional compensation is approved pursuant to Section 1.8.~~

**(B) Section 3.4 of the Agreement, entitled “Term,” is amended to read as follows:**

“3.4 Term.

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 exceeding ~~three (3)~~ **five (5)** years from the date hereof which is ~~June 30, 2023~~ **June 30, 2025**, except as otherwise provided in the Schedule of Performance (Exhibit “D”). ~~City may, in its sole discretion, extend the term of the Agreement two (2) additional one year terms, with the first extension period expiring on June 30, 2024 and the second extension period expiring on June 30, 2025.”~~

**(C) Section V of Exhibit “A” (“Scope of Services”) of the Agreement is amended to read in its entirety as follows, effective retroactively as of January 1, 2023:**

“V. Consultant will utilize the following personnel to accomplish the Services:

Consultant Personnel:

A. Tara Matthews, Principal, to serve as Management Contact for the engagement.

B. Dominique Clark, ~~Senior Associate~~, **Director**

C. Rosa Romero, ~~Senior Analyst~~ **Associate**

D. Wesley Smith, **Senior** Analyst

E. ~~Alan Ale, Analyst~~ **Ethan Azad, Analyst**

F. ~~Maggie Stanko, Analyst~~ **Bryce Wildermuth, Analyst**

Subcontractor:

MDG Associates  
10722 Arrow Route, Suite 822  
Rancho Cucamonga, CA 91730”

**(D) Section I of Exhibit “C” (“Schedule of Compensation”) of the Agreement is amended to clarify that the service cost estimates and subtotals provided for the second and third years of the Term shall also apply to the fourth and fifth years of the Term, and to state that the total for FY 2020/21 – FY 2024/25 shall be \$790,140.**

(E) Section V of Exhibit “C” (“Schedule of Compensation”) of the Agreement is hereby amended to read in its entirety as follows:

“The total compensation for the Services shall not exceed ~~\$790,140~~ \$466,420 as provided in Section 2.1 of this Agreement.” (F) Exhibit “C-1” (“Billing Rates”) of the Agreement shall be amended to read as follows, effective retroactively as of January 1, 2023:

~~“Initial Year service cost estimates, including a COVID discounted rate, is based on the following schedule of compensation:~~

Principal	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 110
Reimbursable Expenses	Cost plus 10%

~~Subsequent years service cost estimates are based on the following 2020 schedule of compensation:~~

Principal / <i>Director</i>	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Reimbursable Expenses	Cost plus 10%”

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, 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 Amendment 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 on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment 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 the date first set forth above.

**CITY:**

CITY OF CARSON, a municipal corporation

\_\_\_\_\_  
Lula Davis-Homes, Mayor

**ATTEST:**

\_\_\_\_\_  
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, City Attorney  
[brj]

**CONSULTANT:**

RSG INC., a California corporation

By: \_\_\_\_\_  
Name: Jim Simon  
Title: Principal & President

By: \_\_\_\_\_  
Name: Tara E. Matthews  
Title: Principal, Vice President & Treasurer  
Address: 17872 Gillette Ave., Suite 350  
Irvine, CA 92614

Date: \_\_\_\_\_, 2023

**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 \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

### 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

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

## 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 \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, 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: \_\_\_\_\_

### 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

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

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

