

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

C-18-078

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and LAW OFFICES OF DABBAH, HADDAD & SULEIMAN, A PROFESSIONAL LAW CORPORATION, a professional law corporation ("Consultant"), is entered into effective as of the 18<sup>th</sup> day of March, 2020.

**RECITALS**

A. City and Consultant entered into that certain Agreement for Contractual Services dated May 2, 2018 ("Agreement") whereby Consultant agreed to provide City with worker's compensation litigation defense services ("Litigation Services"), among other related ancillary legal services.

B. At the time City and Consultant entered into the Agreement, both parties severely underestimated the amount of Litigation Services that would be needed for Consultant to perform the agreed upon services.

C. The Contract Sum, as defined in the Agreement, will now need to be increased in order for Consultant to continue to provide City with the Litigation Services described in the Agreement.

**TERMS**

1. **Contract Changes.** The Agreement is amended as provided herein.

a. Section 2.1, "Contract Sum," of the Agreement is hereby amended to read as follows:

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 Sixty Thousand Dollars (\$760,000) Three Hundred Sixty Thousand Dollars (\$360,000)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

b. Section V of Exhibit "C" of the Agreement, "Schedule of Compensation," is hereby amended to read as follows:

The total compensation for the Services shall not exceed **\$760,000** ~~\$360,000~~ as provided in Section 2.1 of this Agreement.

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 Regarding 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 on the date and year first-above written.



ATTEST:

[Signature]  
Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHERE & WYNDER, LLP

[Signature]  
Sunny K. Soltani, City Attorney  
(rjl)

CITY:

CITY OF CARSON, a municipal corporation

[Signature]  
Albert Robles, Mayor

CONSULTANT:

LAW OFFICES OF DABBAH, HADDAD &  
SULEIMAN, A PROFESSIONAL LAW  
CORPORATION, a California corporation

By:

[Signature]  
Name: Gary Dean Dabbah  
Title: President

By:

[Signature]  
Name: Munir Suleiman  
Title: CFO  
Address: 370 N. Verdugo Rd  
Montrose, CA 91020

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

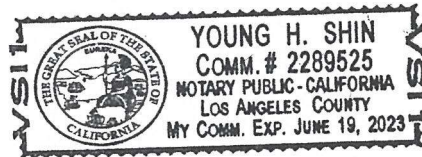
On March 20, 2020 before me, Young H. Shin, Notary Public, personally appeared Munir Suleiman, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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:

Young A. Smith



## 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  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER

**SIGNER IS REPRESENTING:**

(NAME OF PERSON(S) OR ENTITY(IES))

**DESCRIPTION OF ATTACHED DOCUMENT**

Amendment No. 1  
To Agreement For Contract Services

TITLE OR TYPE OF DOCUMENT

3 pages plus this Certificate

NUMBER OF PAGES

March 18, 2020

DATE OF DOCUMENT

DATE OF DOCUMENT  
 RE: Law offices of Dabbah, Haddad &  
 Suleiman, a professional Law Corp.  
 Gary Dean Dabbah

SIGNER(S) OTHER THAN NAMED ABOVE

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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STATE OF CALIFORNIA

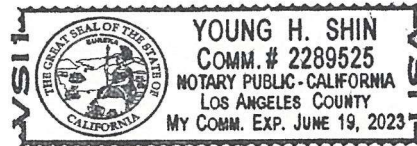
COUNTY OF LOS ANGELES

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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: Young H. Shin



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RE: Law Offices of Dabbah, Haddad & Suleiman, a Professional Law Corp.  
Munir Suleiman

SIGNER(S) OTHER THAN NAMED ABOVE