

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACTUAL SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACTUAL SERVICES (“Amendment No. 4”) by and between the **CITY OF CARSON** (“City”) and CSG Consultants, Inc., a California corporation (“Consultant”) is effective as of the ___ day of September, 2019.

RECITALS

A. City and Consultant entered into that certain Agreement for Contractual Services dated December 6, 2016 (“Agreement”) whereby Consultant agreed to provide On-Call Planning Services.

B. Since the Agreement was initiated, the City has experienced an increased demand for on-call planning services from large development projects. In order to meet this increased demand for on-call planning services, City and Consultant entered into Amendment No. 1 to the Agreement on November 6, 2017, whereby City and Consultant increased the Contract Sum from \$300,000 to \$600,000.

C. Since November 6, 2017, the City has continued to experience an increased demand for on-call planning services and has also lost a number of full-time staff planners due to retirement, promotion and resignation. In order to meet this demand for planning services, City and Consultant entered into Amendment No. 2 to the Agreement on March 5, 2019, whereby City and Consultant increased the Contract Sum from \$600,000 to \$821,000.

D. City and Consultant entered into Amendment No. 3 to the Agreement on May 7, 2019, whereby City and Consultant increased the Contract Sum by \$210,000 for a not-to-exceed amount of \$1,031,000, and shortened the term of the Agreement to expire on October 31, 2019 in anticipation of recruiting planning staff to fill vacant positions and decrease use of on-call planning consultants, but retained the existing two one-year options to extend the Agreement term.

E. Although City planning staff have been hired this year, the ongoing high demand for planning services and the anticipation that development within the City will continue to increase into 2020 necessitates the continued use of Consultant’s on-call planning services.

F. City and Consultant now desire to amend the Agreement to (1) exercise the first six (6) months of the first of the two optional one-year extensions, extending the term of the Agreement to expire on April 30, 2020 and (2) increase the Contract Sum by \$170,000 for a not-to-exceed amount of \$1,201,000, to enable the City to continue to utilize Consultant’s on-call planning services as necessary for temporary staff augmentation, specialized planning services, or continuity of pending projects through April 30, 2020.

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:

“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 *One Million Two hundred One Thousand Dollars (\$1,201,000.00)* ~~One Million Thirty One Thousand Dollars (\$1,031,000.00)~~ (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

b. Section 3.4, “Term,” is hereby amended as follows:

“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 ~~October 31, 2019~~ *April 30, 2020*, except as otherwise provided in the Schedule of Performance (Exhibit “D”). The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the Term of this Agreement for ~~up to a maximum of two (2)~~ *an additional six (6) month extended term and an additional (1)* one-year extended terms (an “Extended Term”).

c. Section IV. of Exhibit C, “Schedule of Compensation,” is hereby amended as follows:

“The total compensation for the Services shall not exceed *\$1,201,000.00* ~~\$1,031,000.00~~ as provided in Section 2.1 of this Agreement.”

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 No. 4, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 4 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 No. 4, 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 No. 4, 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 No. 4.

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

Albert Robles, Mayor

ATTEST:

Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney

[ndp]

CONSULTANT:

CSG Consultants, Inc.
a California Corporation

By: _____
Name: Nourdin Khayata, PE
Title: Vice President

By: _____
Name: Charles D. Rider
Title: Secretary

Address: 550 Pilgrim Drive
Foster City, CA 94404

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 _____, 2019 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.

| | |
|---|--|
| <p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL</p> <p><input type="checkbox"/> CORPORATE OFFICER</p> <p>_____</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> GUARDIAN/CONSERVATOR</p> <p><input type="checkbox"/> OTHER _____</p> <p>_____</p> <p>SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES))</p> <p>_____</p> <p>_____</p> | <p>DESCRIPTION OF ATTACHED DOCUMENT</p> <p>_____</p> <p>TITLE OR TYPE OF DOCUMENT</p> <p>_____</p> <p>NUMBER OF PAGES</p> <p>_____</p> <p>DATE OF DOCUMENT</p> <p>_____</p> <p>SIGNER(S) OTHER THAN NAMED ABOVE</p> |
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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.

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